



BOARD OF TRUSTEES
REGULAR MEETING AGENDA

February 27, 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 February 13, 2019 BOT Reg Meeting Minutes
 - 5.b.** Approval of the February 27, 2019 Payables
 - 5.c.** **Resolution 19-15**: A RESOLUTION EXTENDING THE RECORDING PERIOD FOR THE GATEWAY NORTH MULTI-FAMILY PHASE 2 FINAL DEVELOPMENT PLAN
 - 5.d.** Leonard Rice Engineering - Work Order # 2019-06
 - 5.e.** Firestone Police Station Construction Payment Application No.8
 - 5.f.** Summary of Cash & Investments for January 2019
- 6. Presentation**
 - 6.a.** Frederick-Firestone Fire Protection District - Fire Chief, Jeremy Young, Quarterly Report
- 7. Public Hearing**
 - 7.a.** **Resolution 19-12**: A RESOLUTION APPROVING AN APPLICATION FOR A SPECIAL USE PERMIT FOR CRESTONE PEAK RESOURCES TO LOCATE FOURTEEN OIL AND GAS WELLS WITHIN THE TOWN OF FIRESTONE.

* 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.

- 7.b. Cottonwood Hollow Residential and Cottonwood Hollow Commercial Metropolitan Districts, Town of Firestone, County of Weld, State of Colorado

8. Discussion/Action

- 8.a. Proposal from Halcyon Design for Preliminary Design of Public Works Addition
- 8.b. **Resolution 19-13:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN STURGEON ELECTRIC COMPANY, INC., AND THE TOWN OF FIRESTONE
- 8.c. Annual Major Preventative Maintenance for Traffic Signals Proposal with Sturgeon Electric Company, Inc.
- 8.d. **Resolution 19-14:** A RESOLUTION APPROVING PURCHASING OF VEHICLES AND EQUIPMENT FOR THE COMMUNITY RESOURCES AND PUBLIC WORKS DEPARTMENTS
- 8.e. Appointment of Alexandra Kim to the Finance Committee and Emily Kuhn to the Cultural Committee
- 8.f. **Ordinance 949:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND RE-ENACTING SECTION 2.12.030 OF THE TOWN MANAGER'S RESPONSIBILITIES AND DUTIES

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

10. Reports

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

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11. Executive Session

- 11.a.** Execution Session pursuant to C.R.S. 24-6-402(4)(f)(I) for a personnel matter regarding the Board of Trustees quarterly review of the Town Clerk.

12. Report from Executive Session

13. 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 Regular Meeting
February 13, 2019

1. CALL TO ORDER & ROLL CALL

The Board of Trustees of the Town of Firestone met for a Regular Meeting on February 13, 2019, at the Town Hall, 151 Grant Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:02 p.m.

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar

Mayor Pro-tem: Drew Peterson

Trustees: Don Conyac – absent - excused
George Heath – absent – excused
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; Rusti Roberto, Deputy Town Clerk; Julie Pasillas, Director of Community Resources; Gregg Ten Eyck, Water Engineer; William Hayashi, Town Attorney, Carolynne White, Town Attorney & AJ Krieger, Interim Town Manager

2. PLEDGE OF ALLEGIANCE

Pledge was conducted by Mayor Sindelar.

3. APPROVAL OF AGENDA

Motion by Mayor Pro-tem Peterson, **second** by Trustee Meiring, to approve the Agenda as amended to change from 2 PTRAB members to three. **Roll Call Vote:** Trustee Sharp – yes, Mayor Pro-tem Peterson – yes, Trustee Jimenez – yes. All in Favor, **Motion carried.**

4. PUBLIC COMMENT

Trent John – 10252 Echo Cir, Firestone

5. CONSENT AGENDA

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

Roll Call Vote: Trustee Sharp – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Mayor Pro-tem Peterson – yes. All in Favor, **Motion carried.**

6. PUBLIC HEARING Open: 7:09 pm

a. Cottonwood Hollow Residential and Cottonwood Hollow Commercial Metropolitan Districts, Town of Firestone, County of Weld, State of Colorado

Motion by Mayor Pro-tem Peterson, **second** by Trustee Meiring to continue the Public Hearing to Wednesday, February 27, 2019 at 7:00 pm. **Roll Call Vote:** Trustee Sharp – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Mayor Pro-tem Peterson – yes. All in Favor, **Motion carried.**

7. DISCUSSTION/ACTION ITEMS

a. Appointment and Swearing-in of Town Attorney, William Hayashi and Municipal Court

Judge Paul Basso

b. Appointment of two (2) Planning Commission Members and two (2) Parks, Trails & Recreation Advisory Board Members

Motion by Mayor Pro-tem Peterson, **second** by Trustee Jimenez to appoint PC: William Schaefer and Kelly Deitman to a six (6) year term. **Roll Call Vote:** Trustee Sharp – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Mayor Pro-tem Peterson – yes. All in Favor, **Motion carried.**

Motion by Trustee Meiring, **second** by Mayor Pro-tem Peterson to appoint Parks, Trails, Rec Advisory Board: Jill Jennings, Corey Lorenz and Tom Moray to a term. **Roll Call Vote:** Trustee Meiring – yes, Trustee Jimenez – yes, Mayor pro-tem Peterson – yes, Trustee Sharp – yes.

c.i. Ramland Waterline Replacement Constitution Contracts–Award of Construction Contract for night work

Motion by Mayor Pro-tem Peterson, **second** by Trustee Meiring, to approve the 2019 Ramland Waterline Replacement Constitution Contracts–Award of Construction Contract for night work for \$222,054.00 and to give authorization to the Mayor to sign. **Roll Call Vote:** Trustee Meiring – yes, Trustee Jimenez – yes, Trustee Heath – yes, Trustee Sharp – yes. All in Favor, **Motion carried.**

ii. Ramland Waterline Replacement Constitution Contracts–Award Materials Testing Contract

Motion by Mayor Pro-tem Peterson, **second** by Trustee Jimenez, to approve the Ramland Waterline Replacement Constitution Contracts–Award Materials Testing Contract with Cesare for \$6,210.00 and to give authorization to the Mayor to sign. **Roll Call Vote:** Trustee Meiring – yes, Trustee Jimenez – yes, Trustee Sharp – yes. Mayor Pro-tem Peterson - yes. All in Favor, **Motion carried.**

iii. Ramland Waterline Replacement Constitution Contracts–Award Construction Engineering Contract

Motion by Trustee Jimenez, **second** by Mayor Pro-tem Peterson, to approve Ramland Waterline Replacement Constitution Contracts–Award Construction Engineering Contract for \$22,000.00 and to give authorization to the authorize the Mayor to sign. **Roll Call Vote:** Trustee Meiring – yes, Trustee Jimenez – yes, Trustee Sharp – yes, Mayor Pro-tem Peterson - yes. All in Favor, **Motion carried.**

d. Resolution 19-09: A RESOLUTION PRESCRIBING THE PAYMENT RATE FOR PAYMENTS OF CASH-IN-LIEU OF WATER RIGHTS DEDICATIONS TO THE TOWN OF FIRESTONE, COLORADO

Motion by Trustee Meiring, **second** by Trustee Trustee Sharp, to approve **Resolution 19-09:** A RESOLUTION PRESCRIBING THE PAYMENT RATE FOR PAYMENTS OF CASH-IN-LIEU OF WATER RIGHTS DEDICATIONS TO THE TOWN OF FIRESTONE,

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

f. Town Manager Job Description Discussion Only – Jan Sloat, Director of Human Resources

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

9. **REPORTS**

- a. Staff – February 25, 2019 @ 2:00 pm Emergency Mgmnt Coordinators Candidates- Interviews & Meet & Greet at the Fire Dept Training Room
- b. Mayor
- c. Trustees – Evaluation for Municipal Court Judge
- d. Committee Updates – Firestone Day at the Capitol is Tuesday, March 12, 2019 8:30 am

10. **EXECUTIVE SESSION** **Open:** 8:07 pm **Closed:** 9:35 pm

a. **Executive Session** pursuant to C.R.S. Section 24-6-402(4)(a) and (4)(e)(I) regarding the purchase of water resources and determining positions and developing strategy for negotiations and instructing negotiators for such matter.

b. **Executive Session** in accordance with C.R.S. 24-6-402(4)(b) for conferences with Town Attorneys for the purpose of receiving legal advice on specific legal questions regarding the appointment of a Town Manager.

Motion by Mayor Pro-tem Peterson, **second** by Trustee Sharp, to adjourn into Executive Sessions for the purpose state above. **Roll Call Vote:** Trustee Meiring – yes, Trustee Jimenez – yes, Mayor Pro-tem Peterson – yes, Trustee Sharp – yes. All in Favor, **Motion carried.**

Staff asked to participate: Gregg Ten Eyck, Water Engineer; Dave Lindsay, Town Engineer; Carolynne White, Interim Town Attorney and AJ Krieger, Interim Town Manager for first Session. Only Board and Town Attorneys for second session.

Report from Executive Session

Report: Town Manager search – Trustee Jimenez & Sharp & Slavin Recruitment were part of Committee/Recruiting Process. Current Interim Town Manager AJ Krieger is selected as the finalist for the permanent Town Manager in accordance with 24-6-402(3)(5).

12. **ADJOURNMENT**

Motion by Trustee Jimenez, **second** by Trustee Meiring, to adjourn meeting at 9:45 pm.
Motion passed, all in favor.

Introduced and Approved this 27th day of February, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST

Leah Vanarsdall, Town Clerk

UNAPPROVED

Vendor	Amount
Total 4IMPRINT:	1,592.91
Total ACCENT BRANDING SOLUTIONS:	674.08
Total ACE HARDWARE OF FIRESTONE:	387.17
Total ALAN PLUMMER AND ASSOCIATES, INC:	22,169.50
Total ALL COPY PRODUCTS, INC:	150.00
Total AMAZON CAPITAL SERVICES, INC (PD):	70.51
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total AMERICAN DISPOSAL SERVICES OF COLORADO:	70.70
Total American Public Works Association:	650.00
Total ANYTIME FITNESS:	250.00
Total APWA COLORADO:	990.00
Total ASCENDANT TITLE:	12.89
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total BATTER UP CAKES:	91.91
Total BLUE 360 MEDIA:	683.55
Total BUDGET CONFERENCING:	120.17
Total CASELLE, INC.:	3,000.00
Total CENTURY LINK:	99.51
Total CESARE, INC:	893.75
Total CHEMATOX LABORATORY INC:	56.00
Total CINTAS FIRST AID & SAFETY:	499.49
Total CIRSA:	129.41
Total CITY OF WESTMINSTER:	600.00
Total CLIFTON LARSON ALLEN LLP:	2,450.00
Total COALRIDGE ANIMAL HOSPITAL, INC:	103.19
Total COLORADO ASSOCIATION OF CHEIFS OF POLICE:	185.00
Total COLORADO REAL ESTATE JOURNAL:	180.00
Total COLORADO SECRETARY OF STATE:	20.00
Total COMCAST CABLE -0310188 - SEATTLE:	412.81
Total COMCAST CABLE-0319130- CALIFORNIA:	297.87
Total COUNTY SHERIFFS OF COLORADO:	360.00
Total CPRA:	1,255.00
Total CSU UNIVERSITY RESOURCES:	31.50
Total DGC CONSULTING:	2,570.60
Total DISPLAY SALES CO:	6,019.48
Total DRIVE TRAIN INDUSTRIES INC:	861.94
Total DROPBOX INC:	60.00
Total E-470:	25.25

Vendor	Amount
Total EFAX.COM:	39.90
Total ELDORADO ARTESIAN SPRINGS, INC.:	39.30
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	761.18
Total EMPLOYERS COUNCIL SERVICES, INC:	665.00
Total ENVIROTECH SERVICES, INC.:	5,613.38
Total EventBrite:	200.00
Total EWING AUTO PARTS, INC.:	2.99
Total EXPEDIA.COM:	3,008.86
Total FACTORY MOTOR PARTS CO.:	37.05-
Total FASTENAL COMPANY:	72.99
Total FBI NATIONAL ACADEMY ASSOCIATES:	100.00
Total FBI-LEEDA Inc:	695.00
Total FCI CONSTRUCTORS, INC:	647,704.57
Total FIDELITY NATIONAL TITLE-DENVER:	150.34
Total FIRST AMERICAN TITLE INSURANCE COMPANY-E:	368.26
Total FIX-IT 24/7 PLUMBING, HEATING & AIR:	39.00
Total FREDERICK - FIRESTONE FIRE PROTECTION:	33.20
Total FREDERICK HIGH SCHOOL BOOSTER CLUB:	500.00
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	93.75
Total FRONTIER AIRLINES:	513.20
Total FRONTIER BUSINESS PRODUCTS:	6.00
Total FRONTIER COMMUNICATIONS CORP (LEASE):	221.89
Total G & G EQUIPMENT INC:	16.80
Total GOKEYLESS.COM:	4,729.75
Total GOVERNMENT FINANCE OFFICERS ASSN.:	855.00
Total GUARDIAN TITLE-DENVER:	12.88
Total HERITAGE TITLE-LONGMONT:	25.60
Total HOMESTEAD TITLE AND ESCROW:	17.94
Total HR Certification Institute - HRCI:	595.00
Total iATN:	19.00
Total ICMA:	75.24
Total INTERNATIONAL COUNCIL OF SHOPPING CENTER:	2,637.60
Total INTERSTATE FORD:	550.80
Total i-TUNES, SPOTIFY, MISC APPS:	21.28
Total KERR-MCGEE OIL & GAS ONSHORE:	.77
Total KING SOOPERS:	17.03
Total LAND TITLE-BOULDER:	20.92
Total LGI HOMES:	24.35
Total LINE-X OF BOULDER:	558.00

Vendor	Amount
Total LONGMONT FORD, INC:	62.58
Total LONGMONT HUMANE SOCIETY:	1,083.33
Total MAIN STREET MAT COMPANY, INC:	250.15
Total MCDONALD FARMS ENTERPRISES, INC:	23.10-
Total MISC CREDIT CARD 1X MERCHANT:	1,372.31
Total MISC VENDOR:	75.00
Total MOTOROLA:	7,932.18
Total NORTH AMERICAN TITLE-DENVER:	41.99
Total OFFICE DEPOT INC:	471.37
Total O'REILLY AUTO PARTS:	431.32
Total PANERA BREAD:	260.32
Total PAUL D. BASSO:	1,000.00
Total PCS MOBILE:	12,396.00
Total PEPPER'S FIRESIDE GRILLE:	160.00
Total PMI - Project Management Institute:	169.00
Total PRAIRIE MOUNTAIN PUBLISHING:	46.40
Total PROGREEN EXPO:	1,120.00
Total REDNECK TRAILER SUPPLY:	47.52
Total RESTITUTION / COURT REFUNDS:	230.00
Total RIPTIDE CAR & PET WASH:	278.25
Total ROTH SHEPPARD ARCHITECTS, LLP:	47,234.30
Total S & B PORTA-BOWL RESTROOMS, INC:	196.00
Total SADDLEBACK GOLF CLUB, LLC:	45.54
Total SAFEWAY STORE:	116.04
Total SHRM:	1,716.76
Total Shutterstock:	29.00
Total SIGN-A-RAMA:	920.00
Total SOUTHWEST AIRLINES:	2,512.75
Total STANLEY M SLOWIK, INC:	194.60
Total STAPLES:	35.95
Total SUBWAY:	239.94
Total SUMMIT BODYWORKS, INC:	1,290.00
Total TERRACON CONSULTANTS INC:	2,010.00
Total The Hitt Companies:	37.25
Total THK ASSOCIATES, INC.:	6,050.00
Total UNITED POWER:	8,137.17
Total UNIVERSITY OF COLORADO:	100.00
Total WAGNER WELDING SUPPLY CO.:	26.04
Total WALGREENS:	.00

Vendor	Amount
Total WALMART / WALMART.COM:	43.93
Total WCCR - DMV -WELD COUNTY DMV:	17.11
Total WEX BANK:	8,143.41
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	3,004.57
Total WICKHAM TRACTOR CO, Inc:	66.15
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	264.00
Total :	830,229.04
Grand Totals:	830,229.04

Payables Summary

Accounts Payable Report

February 27, 2019

of Invoices - 251

\$ 830,267.89

[illegible]

AP Adjustments between Invoice Register, Unpaid Report, Paid Report

Kerr McGee	3 Past small invoices, hold on paying	\$	0.77
Drive Train Industries	Credit on Account	\$	(105.76)
Factory Motor Parts	Credit on Account	\$	(37.05)
Coalridge Animal Hospital	Voided check previously approved, reissue	\$	103.19
Total (to match Board AP Detail Reports)		\$	830,229.04

For further detail please see Finance Department.

Please direct any questions to Judy Scott ext. 256.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.c.

Consent Agenda

Meeting Date: February 27, 2019

Initiated By:

Dept: Engineering

AGENDA TITLE

Resolution 19-15: A RESOLUTION EXTENDING THE RECORDING PERIOD FOR THE GATEWAY NORTH MULTI-FAMILY PHASE 2 FINAL DEVELOPMENT PLAN

SUMMARY

Staff has received a request from the developer of Gateway North Multi-Family Phase 2 to extend the recording deadline for the Final Development Plan (FDP) to June 1, 2019. A resolution approving this extension is attached for consideration and action by the Board of Trustees.

HISTORY AND PREVIOUS BOARD ACTION

The FDP application was approved by Resolution No. 18-33 by the Board of Trustees at the September 12, 2018 regular meeting. Per the Town's Development Regulations, the FDP and associated final documents must be recorded within 120 days, or by January 10, 2019.

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached resolution extending the recording deadline for this application to June 1, 2019.

ALTERNATIVES

The Board could choose to not approve the extension or to change the date of the requested extension.

ATTACHMENTS

1. Gateway North MF extension request
2. Reso. No. 19-15 Gateway North extension

FINANCIAL CONSIDERATIONS



February 6, 2019

Via Email: akrieger@firestoneco.gov

Mr. A.J. Krieger
Town Administrator
Town of Firestone
151 Grant Avenue
Firestone, CO 80520

Re: Gateway North Multi-Family
Phase 2

Dear Mr. Krieger:

Gateway North Multi-Family Phase 2 was approved on September 12th, 2018. The Final Development Plan mylars have been approved and are ready for delivery to the Town. In order for the mylars to be recorded we must dedicate 63 shares of CBT to satisfy the raw water dedication requirements. Due to the volatility and scarcity of the raw water market it has been difficult to secure the required 63 shares of CBT.

However, we have recently executed a contract to purchase the required CBT units to satisfy the raw water dedication requirements for this project. This contract will go before Northern Water for approval on **March 21st, 2019**.

We are respectfully requesting an extension of the recording deadline to **June 1st, 2019**.

Should you have any questions regarding the foregoing, please do not hesitate to contact me.

Sincerely,



Morgan Kidder

cc: Tracy Case
Larry S. Buckendorf

RESOLUTION 19-15

A RESOLUTION EXTENDING THE RECORDING PERIOD FOR THE GATEWAY NORTH MULTI-FAMILY PHASE 2 FINAL DEVELOPMENT PLAN

WHEREAS, on September 12, 2018, the Board of Trustees for the Town of Firestone adopted Resolution No. 18-33 approving with conditions a Final Development Plan for Gateway North Multi-Family Phase 2; and

WHEREAS, Section 10.30 of the Firestone Development Regulations provides that, subsequent to any Town Board approval, the applicant shall submit the final documents for recording by the Town Clerk and if the final documents are not recorded within 120 days of the date of Town Board approval, approval of the documents shall lapse and the applicant shall be required to submit a new application to be processed pursuant to the same procedures and requirements specified for the initial application; and

WHEREAS, currently, final documents relating to the above-referenced final development plan are required to be recorded by January 10, 2019; and

WHEREAS, the applicant has submitted a request to extend the recording deadline in order to allow them to prepare and finalize the documents necessary for completion and recordation; and

WHEREAS, the Board of Trustees further finds the requirement set forth in Section 10.30 of the Development Regulations is administrative in nature and exists for the benefit of the Town, in order to ensure timely perfection of Town approvals, and that if the Board finds it to be in the best interest of the Town to extend such deadline it may do so; and

WHEREAS, the Town Board concludes it is in the best interest of the Town to extend the time period for recording final documents for the Gateway North Multi-Family Phase 2 application.

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

Section 1. The Board of Trustees of the Town of Firestone hereby extends until June 1, 2019 the recording deadline for the final documents for the Gateway North Multi-Family, Phase 2 application.

INTRODUCED, READ AND ADOPTED this 27th day of February, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.d.

Consent Agenda

Meeting Date: February 27, 2019

Initiated By: Julie Pasillas

Dept: Community Resources

AGENDA TITLE

Leonard Rice Engineering - Work Order # 2019-06

SUMMARY

Work Order 2019-06 under the 2019 Agreement directs Leonard Rice Engineers, Inc. to assist Firestone with evaluating and analyzing water rights offered for sale, developing recommendations, and assisting with negotiations with acquisition of native St Vrain water rights.

HISTORY AND PREVIOUS BOARD ACTION

The Town of Firestone Reservoir No. 1 has been purchased and is under further development. The design of the infrastructure required so that the Town can make deliveries from the Last Chance Ditch to the reservoir for storage and so that the Town can make deliveries of irrigation water and return flows from the reservoir is proceeding.

The Town needs more water to continue to meet long-term non-potable irrigation demands and to fill the reservoir. The Town has identified several ditch companies which are well suited to serve the Town's needs, and there are active discussions with potential sellers in 2019.

There is money budgeted in 2019 for this Work Order and for the purchase of water rights.

RECOMMENDATION

Staff recommends Board adopt a motion to approve the attached work order agreement for LRE to assist Firestone with evaluating and analyzing water rights offered for sale, developing recommendations, and assisting with negotiations with acquisition of native St Vrain water rights.

ALTERNATIVES

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

ATTACHMENTS

1. Work Order # 2019-06

FINANCIAL CONSIDERATIONS

The agreement includes an amount not to exceed \$50,000.00. Sufficient funds have been budgeted and appropriated in the Town's Water Fund to cover this cost.

**Work Order 2019-06 under
AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE
AND LEONARD RICE ENGINEERS, INC. FOR ENGINEERING SERVICES**

Date: February 27, 2019

1.0 General. This is Work Order 2019-06 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 2019-06 is for LRE to assist Firestone with the review and analysis, and negotiations or other efforts to research and purchase water rights.

This project will be managed under LRE Project Number 1527TWF06, Task 6.

2.0 Scope of Services.

Research, analyze and evaluate water rights

Firestone has targeted the Lower Boulder Ditch, the New Coal Ridge Ditch, the Godding Ditch, the Rural Ditch and the Last Chance Ditch as water rights to acquire for Firestone to use for all municipal purposes, including storage in the Town of Firestone Reservoir No. 1. This Work Order directs LRE to evaluate general and specific opportunities with those water rights. Depending on which ditch company shares are being evaluated, the research could include ditch company bylaws and operations, historical water use by the shares being evaluated, how the shares could be used by Firestone, how much to pay for the shares, whether the shares should be changed in water court immediately or if they could or should be leased until a change case is filed, and similar technical and strategic matters. This Scope does not include preparation of expert engineering reports for submittal to Water Court.

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Deliverables: Deliverables will include correspondence with counsel and the water team and documentation as required to communicate findings and recommendations.

3.0 Budget

The total budget and maximum payment obligation for Work Order 2019-06 under LRE Project Number 1527TWF06, Task 6 will not exceed \$50,000.00. We will bill work on this project at the hourly rates specified in the 2019 Agreement.

4.0 Schedule

Work will begin work under this Work Order 2019-06 upon receiving a notice to proceed. This work will be completed by December 31, 2019. If the work needs to continue in 2020 that will be under a new Agreement and Work Order for 2020.

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:

2019-06

Dated:

February 27, 2019

Not to Exceed Budget:

\$50,000.00

Signature:

Title:

Date:

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.e.

Consent Agenda

Meeting Date: February 27, 2019

Initiated By: Dave Lindsay

Dept: Police

AGENDA TITLE

Firestone Police Station Construction Payment Application No.8

SUMMARY

Payment Application No. 8 is for work completed between December 31, 2018 thru January 31, 2019. The work during this period included installation of CMU walls, installation of structural steel and interior metal framing, installation of duct work, and installation of electrical wiring.

Payment Application No. 8 was reviewed by Roth Sheppard Architects (RSA) in their role as the Owner's Representative and was authorized for payment. Pay App No. 8 is presented to the Board of Trustees for final approval.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved the CMGC Contract with FCI Construction at the regular meeting on March 14, 2018.

The Board of Trustees approved the Phase 1 - Civil and Site Package GMP Amendment to the CMGC Contract with FCI Construction at the regular meeting on June 13, 2018.

The Board of Trustees approved the Phase 2 - Building and Site Package GMP Amendment to the CMGC Contract with FCI Construction at the regular meeting on August 22, 2018.

RECOMMENDATION

Staff recommends approval of Payment Application No. 8 and authorization to make payment in the amount of \$647,704.57.

ALTERNATIVES

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

ATTACHMENTS

1. Pay App 8 (Approved by RSA)
2. All-In Project Cost Tracking (2019.02.22)

FINANCIAL CONSIDERATIONS

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

Application and Certificate for Payment

TO OWNER:
Town of Firestone
151 Grant Ave., PO Box 100
Firestone, CO 80520

FROM CONTRACTOR:
FCI Constructors, Inc. - Frederick
4015 Coriolis Way
Frederick, CO 80504

PROJECT:
Firestone Police Dept & Municipal Court
2 Park Ave, Firestone, CO 80504

VIA ARCHITECT:
Roth Sheppard Architects
1900 Wazee Street, Suite 100
Denver, CO 80202

APPLICATION NO: 008
PERIOD TO: 1/31/2019

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

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$ 2,152,879.00
2. NET CHANGE BY CHANGE ORDERS	\$ 10,644,366.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 12,797,245.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 4,600,591.03

5. RETAINAGE:

- a. 8 % of Completed Work
(Columns D + E on G703)
- b. 0.00 % of Stored Material
(Column F on G703)

Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$ 230,029.57
6. TOTAL EARNED LESS RETAINAGE	\$ 230,029.57
(Line 4 minus Line 5 Total)	\$ 4,370,561.46
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 3,722,856.89
(Line 6 from prior Certificate)	

8. CURRENT PAYMENT DUE	\$ 647,704.57
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 8,426,683.54
(Line 3 minus Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 10,644,366.00	\$ 0.00
Total approved this month	\$ 0.00	\$ 0.00
TOTAL	\$ 10,644,366.00	\$ 0.00
NET CHANGES by Change Order	\$ 10,644,366.00	

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

CONTRACTOR:

By: [Signature] Date: 2.8.19
State of: Colorado

County of: Weld
Subscribed and sworn to before me this 8 day of February

Notary Public: [Signature]
My commission expires: 9-7-19

KIMBERLY A. LAWRENCE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19994024772
MY COMMISSION EXPIRES SEPTEMBER 7, 2019

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 647,704.57
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: [Signature] Date: 02.18.2019

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

Continuation Sheet

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

In tabulations below, amounts are in US dollars.

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

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

008

2/8/2019

1/31/2019

1

3

ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
01 00 00	Preconstruction Services	29,143.00	29,143.00	0.00	0.00	29,143.00	0.00	1,457.15
01 10 00	General Conditions	770,035.00	359,807.01	53,902.36	0.00	413,709.37	356,325.63	20,685.47
02 21 13	Surveying	35,522.00	35,522.00	0.00	0.00	35,522.00	0.00	1,776.10
02 41 09	Misc. Sitework	10,000.00	9,803.28	0.00	0.00	9,803.28	196.72	490.16
03 00 01	Concrete - J Built	667,976.31	588,247.50	0.00	0.00	588,247.50	79,728.81	29,412.38
03 35 43	Concrete Polishing - CFS	59,255.00	0.00	1,200.00	0.00	1,200.00	58,055.00	60.00
03 35 44	Misc. Concrete	68,655.50	43,857.84	5,222.47	0.00	49,080.31	19,575.19	2,454.02
04 00 01	Masonry - Big Horn	461,628.00	341,000.00	65,000.00	0.00	406,000.00	55,628.00	20,300.00
04 00 02	Misc. Masonry	39,480.00	17,927.97	4,867.26	0.00	22,795.23	16,684.77	1,139.76
05 00 01	Structural Steel - Barton	755,347.00	476,724.80	147,018.00	0.00	623,742.80	131,604.20	31,187.14
05 00 02	Misc. Steel	49,266.00	7,075.20	2,371.20	0.00	9,446.40	39,819.60	472.32
06 40 01	Architectural Woodwork - Foothills	176,074.00	0.00	5,435.00	0.00	5,435.00	170,639.00	271.75
06 41 10	Laboratory Casework - MGC	80,067.00	0.00	0.00	0.00	0.00	80,067.00	0.00
06 41 11	Carpentry	63,734.00	0.00	1,887.95	0.00	1,887.95	61,846.05	94.40
07 00 01	Roofing - Flynn	641,298.00	0.00	5,000.00	0.00	5,000.00	636,298.00	250.00
07 21 29	Sprayed Insulation - RMIC	56,040.00	0.00	0.00	0.00	0.00	56,040.00	0.00
07 25 01	Weather Barriers - Alpha	51,579.00	0.00	0.00	0.00	0.00	51,579.00	0.00
07 42 01	Exterior Finish Assemblies - AJI	309,210.00	0.00	0.00	0.00	0.00	309,210.00	0.00
07 42 02	Misc. Division 7	92,152.00	14,804.65	4,607.58	0.00	19,412.23	72,739.77	970.61
08 10 01	Hollow Metal Doors, Frames, and Hardware	172,988.00	4,565.94	8,900.28	0.00	13,466.22	159,521.78	673.31
08 10 03	Install Doors and Hardware - Jaco Do	31,000.00	0.00	0.00	0.00	0.00	31,000.00	0.00
08 36 19	Overhead Doors - Front Range	13,770.00	0.00	0.00	0.00	0.00	13,770.00	0.00
08 43 13	Aluminum Storefront - Colorado Wind	270,110.00	4,268.89	27,094.44	0.00	31,363.33	238,726.67	1,569.17
	GRAND TOTAL							

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W31210AC044

Continuation Sheet

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

In tabulations below, amounts are in US dollars.

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

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

008

2/8/2019

1/31/2019

2

3

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
08 45 01	Translucent Systems - Duo-qard	65,848.00	3,614.00	0.00	0.00	3,614.00	62,234.00	180.70
08 45 02	Misc. Division 8	51,468.00	7,378.44	2,039.50	0.00	9,417.94	42,050.06	470.90
09 21 01	Metal Studs and Drywall - Phase 2	834,016.00	0.00	64,540.00	0.00	64,540.00	769,476.00	3,227.00
09 51 01	Acoustical Ceilings - Innovative Interiors	358,025.00	0.00	0.00	0.00	0.00	358,025.00	0.00
09 60 02	Flooring -	140,683.00	0.00	0.00	0.00	0.00	140,683.00	0.00
09 90 01	Painting - Maximum	127,838.00	0.00	0.00	0.00	0.00	127,838.00	0.00
09 90 02	Misc. Division 9	83,818.00	0.00	8,231.00	0.00	8,231.00	75,587.00	411.55
10 14 01	Signage - Image 360	20,014.50	0.00	0.00	0.00	0.00	20,014.50	0.00
10 21 13	Specialties Contracting	46,643.00	0.00	0.00	0.00	0.00	46,643.00	0.00
10 55 27	Lockers and High Density Shelving -	185,635.00	0.00	0.00	0.00	0.00	185,635.00	0.00
10 75 01	Flagpoles - Custom Flagpoles	13,280.00	0.00	0.00	0.00	0.00	13,280.00	0.00
10 75 02	Misc. Division 10	17,902.50	0.00	0.00	0.00	0.00	17,902.50	0.00
11 98 01	Detention Equipment - CML	88,685.00	0.00	0.00	0.00	0.00	88,685.00	0.00
11 98 02	Misc. Division 11	34,183.00	10,250.00	0.00	0.00	10,250.00	23,933.00	512.50
12 20 01	Window Treatments - Gotcha Cover	30,227.00	0.00	0.00	0.00	0.00	30,227.00	0.00
20 10 02	Misc. Fire Protection	5,652.00	0.00	0.00	0.00	0.00	5,652.00	0.00
21 10 01	Fire Suppression - American Sprinkler	94,400.00	0.00	0.00	0.00	0.00	94,400.00	0.00
23 00 01	Mechanical - MPI	1,650,602.40	274,500.00	108,000.00	0.00	382,500.00	1,268,102.40	19,125.00
23 00 90	BIM Coordination	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00	1,000.00
23 00 91	Misc. Division 23	12,993.00	2,209.28	2,800.00	0.00	5,009.28	7,983.72	250.46
26 00 01	Electrical - Montgomery	1,104,888.00	226,342.00	123,885.00	0.00	350,227.00	754,661.00	17,511.35
26 00 02	Misc. Division 26	22,839.00	16,142.32	6,531.84	0.00	22,674.16	164.84	1,133.71
27 10 01	Data/Telecom - Lynx	81,199.69	0.00	0.00	0.00	0.00	81,199.69	0.00
	GRAND TOTAL							

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Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 008
APPLICATION DATE: 2/8/2019
PERIOD TO: 1/31/2019
ARCHITECT'S PROJECT NO: 1/31/2019

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)						
27 40 01	Intercom/AV System - AVI SPL	113,786.00	0.00		0.00	0.00	0.00	113,786.00	0.00
27 40 02	Misc. Division 27	8,733.69	0.00		0.00	0.00	0.00	8,733.69	0.00
28 10 02	Security - Beacon	172,781.88	10,000.00		0.00	0.00	10,000.00	162,781.88	500.00
28 46 05	Misc. Division 28	6,125.00	0.00		0.00	0.00	0.00	6,125.00	0.00
28 47 01	Public Safety Radio System - Hixxa	16,800.00	0.00		0.00	0.00	0.00	16,800.00	0.00
31 20 00	Earthwork / Utilities / Erosion Control	617,186.78	599,611.25		13,366.25	0.00	612,977.50	4,209.28	30,648.88
31 25 00	Division 31 - FCI	66,638.78	64,118.46		0.00	0.00	64,118.46	2,520.32	3,205.92
32 12 16	Asphalt Paving - Asphalt Specialties	382,983.00	101,342.28		0.00	0.00	101,342.28	281,640.72	5,067.11
32 17 23	Pavement Markings & Signs - SUS	25,189.00	0.00		0.00	0.00	0.00	25,189.00	0.00
32 31 01	Fencing - Steellock	215,085.00	114,543.00		0.00	0.00	114,543.00	100,542.00	5,727.15
32 90 01	Landscaping and Irrigation - Alpine	274,969.85	56,192.50		0.00	0.00	56,192.50	218,777.35	2,809.63
32 90 02	Division 32 - FCI	34,237.00	16,976.39		0.00	0.00	16,976.39	17,260.61	848.82
33 71 16	Light pole Foundations - The Caisson	25,954.12	25,954.12		0.00	0.00	25,954.12	0.00	1,297.71
33 71 17	Misc. Division 33	4,245.88	4,143.00		0.00	0.00	4,143.00	102.88	207.15
90 10 01	Builders Risk Insurance	5,504.28	2,326.00		0.00	0.00	2,326.00	3,178.28	116.30
90 20 01	General Liability	89,580.72	89,580.72		0.00	0.00	89,580.72	0.00	4,479.04
90 30 01	Sub Insurance	172,534.00	162,959.04		0.00	0.00	162,959.04	9,574.96	8,147.95
90 50 01	Payment & Performance Bonds	63,557.00	63,557.00		0.00	0.00	63,557.00	0.00	3,177.85
95 10 02	Contractors Contingency	242,295.40	0.00		0.00	0.00	0.00	242,295.40	0.00
95 40 01	Bid Contingency	(109,361.28)	0.00		0.00	0.00	0.00	(109,361.28)	0.00
99 10 01	Fee	373,249.00	114,288.84		19,894.18	0.00	134,183.02	239,065.98	6,709.15
GRAND TOTAL		12,797,245.00	3,918,796.72		681,794.31	0.00	4,600,591.03	8,196,653.97	230,029.57

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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	\$34,020.00
9	Moving Costs	LS	1	\$30,000.00	\$30,000.00	\$30,000.00
10	Land Acquization	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					\$18,482.97
	Century Link					\$0.00
	Comcast					\$21,787.82
	Firestone Intranet FO					
15	Owners Contingency (5%)	LS	1	\$98,628.05	\$98,628.05	\$0.00
Owner Direct Costs SUBTOTAL					\$3,088,814.05	\$2,930,509.92

TOTAL PROJECT COST \$15,915,281.55 \$15,727,754.92

FIRESTONE SUMMARY OF CASH & INVESTMENTS

January 2019	DATE	RATE	MATURITY	BALANCE
Cash & Investments				
Deposit Accounts:				
1st Bank				
Checking Account (rate allowed to offset monthly fees only)		0.60%	Liquid	\$ 624,940
Court Account		0.00%	Liquid	49
Savings Account		0.40%	Liquid	1,952,245
Xpress BillPay Deposit Account		0.00%	Liquid	253,288
Adams Bank & Trust				
Deposit Account		0.65%	Liquid	29,340
Petty Cash on Hand				
		N/A	Liquid	1,490
TOTAL Deposit Accounts and Cash				\$ 2,861,352
Restricted Deposit Accounts:				
ColoTrust Plus - Money Mkt/Daily Pooled Investment Accts				
UMB - COPS 2018 Construction Fund		2.32%	Liquid	10,358,898
UMB - COPS 2018 Reserve Fund		2.23%	Liquid	1,004,204
TOTAL Restricted Deposit Accounts				11,363,101
Money Market Accounts:				
C-SAFE - Money Mkt/Daily Pooled Investment Accts				
<i>Pooled Investment Account - AAAM</i>				
Operations (unrestricted Town assets)				
Liquid Assets	daily	2.25%	Liquid	15,167,648
Developer Bonds (restricted assets)				
Liquid Assets	daily	2.25%	Liquid	199,342
Urban Renewal Authority (restricted assets)				
Liquid Assets	daily	2.25%	Liquid	4,236,786
Conservation Trust Fund (restricted Town assets)				
Liquid Assets	daily	2.25%	Liquid	401,750
Adams Bank & Trust ICS Savings	daily	1.65%	Liquid	4,844,233
Total Money Market Assets				24,849,759
Cash & Investments				\$ 39,074,212
Certificates of Deposit				
Certificates of Deposit:				
Capital One Bank				
CD 140420B25 (Sigma GTR-034238)	8/10/2016	1.20%	8/12/2019	245,000
JP Morgan Chase				
CD 48126XCR4 (Sigma GTR-034238)	8/31/2016	1.60%	8/31/2021	245,000
TOTAL Certificates of Deposit				490,000
Certificates of Deposit				\$ 490,000
TOTAL ALL FUNDS				\$ 39,564,212



4th QUARTER SERVICE REPORT October 1 – December 31, 2018

Prepared for: **The Town of Firestone**

**FREDERICK-FIRESTONE
FIRE PROTECTION
DISTRICT**



Office of the Fire Chief

Office: (303) 833-2742

Fax: (303) 833-3736

E-Mail: jyoung@fffd.us

January 25, 2019

Town of Firestone
151 Grant Ave
Firestone, CO 80520

Mayor Sindelar, Honorable Trustees, and Interim Town Manager Krieger

In compliance with the District's Inter-Governmental Agreement (IGA) with the Town of Firestone, enclosed is the quarterly service report of our performance during the 4th quarter of 2018. The report contains four (4) categories; response times, training hours, code enforcement activities, and customer feedback items.

The response time report contains two (2) sections; total average response time and explanations for response times over seven (7) minutes. The average response time required by the IGA is 5.5 minutes 80% of the time. The District responded to a total of 606 incidents between October 1 and December 31, 2018, with an average emergency response time of 4.21 minutes. The summary of responses over seven (7) minutes can be found on the *Incident Response Time Overages* report. Please note it is District policy not to respond emergent to routine incidents such as blood draws, agency assist calls, or other non-emergency and non-life-threatening situations.

Our training report is divided into two (2) sections as well; fire and rescue training hours and emergency medical training hours. All training conducted by the District is taught according to State of Colorado Division of Fire Prevention & Control standards which in turn encompass International Fire Services Accreditation Council (IFSAC) and National Fire Protection Association (NFPA) standards. All medical training is approved by the District's Medical Director to meet or exceed Denver Metropolitan Medical Care Protocols. For the 4th Quarter of 2018, District employees and reserves participated in 493 hours of emergency medical training and 3,585 hours of fire and rescue training.

The Fire Prevention Division completed 51 fire safety inspections in the Town of Firestone during the 4th Quarter of 2018. Additionally, 9 Certificates of Occupancies were issued for business in the Town of Firestone. There were no fire investigations during the 4th quarter.

The final section contains community feedback measures. The District mails out comment cards to citizens and businesses to which we provide emergency and non-emergency services to. The respondents are asked to rate the District's performance on a scale of 1-10; one (1) being the lowest satisfaction rating and ten (10) being the highest.

The report contains a summary of the cards mailed out, rate of return and overall performance rating. During the 4th Quarter of 2018, the District mailed-out 212 emergency response feedback cards and received a rating of (9) or higher on 100% of the cards returned. The District also mailed-out 104 response cards to businesses receiving an inspection during the 4th Quarter of 2018. Of those cards returned, 100% had a rating of (10) or higher. In total, the rate of return of all feedback cards was 16%. A summary of all the scores received can be found in the *Customer Evaluation Summary* report.

In addition to the information provided above, other notable projects and activities completed in the 4th Quarter of 2018 included:

- **Community Outreach & Intergovernmental Relations**

- The Fire District and the Town of Frederick developed an Intergovernmental Agreement for cost sharing of a full-time mechanic to work on both the Fire District's Fleet and the Town of Frederick. Both governing bodies will be adopted the IGA along with their 2019 Budgets. The new cost sharing allocation is taking shape in the first quarter of 2019.
- Chief Young continues to lead the Carbon Valley Emergency Management Advisory Board on cost sharing a full-time Emergency Management Coordinator (EMC) in 2019. Carbon Valley EMA Intergovernmental Agreement was approved by the Fire District, Towns of Firestone, Frederick, Dacono and Mountain View FPD. Frederick-Firestone Fire is currently taking applications for the new Emergency Management Coordinator.
- Chief Young is now the President of the Weld County Fire Chief's Association and is also a Board member on Weld County's Communication Advisory Board and Weld County's Utility Board representing all Fire District and Departments for the Weld County.
- The Fire District become a supporting agency in the 4th Quarter for Colorado Task Force 1. The Fire District will be providing personnel to serve on Colorado's Task Force 1's team which responds to all man-made and natural disasters across the State of Colorado and the United States if requested. At this time the District is allowing two (2) personnel to join the team due to staffing limitations.

Please review the enclosed material at your convenience. If you have any questions or should you need any additional information, please feel free to contact me. As always, if we can do anything to improve our service to the Town, please do not hesitate to contact me directly.

Respectfully,

A handwritten signature in blue ink, reading "Jeremy A. Young", enclosed in a yellow rectangular box.

Jeremy A. Young MS, EFO, CFO
Fire Chief

SECTION 1

RESPONSE TIME SUMMARIES

TOTAL AVERAGE RESPONSE TIME

**FREDERICK-FIRESTONE
FIRE PROTECTION
DISTRICT**



Assistant Chief of Operations

Office: (303) 833-2742

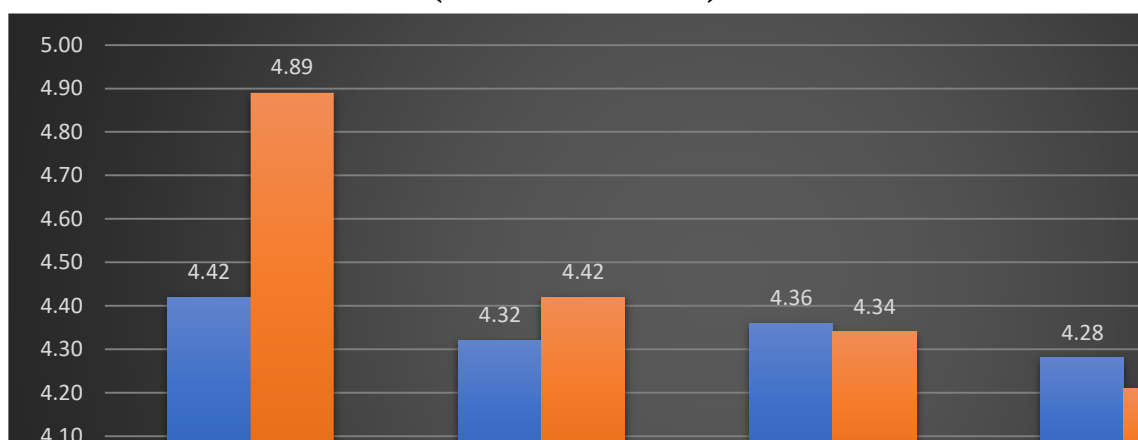
Fax: (303) 833-3736

Email: dprunk@fffd.us

**RESPONSE SUMMARY
October 1 – December 31, 2018**

	<u>2017</u>	<u>2018</u>
Total incidents October – December:	591	606
Total number of non-emergency response calls:	330	299
Total number of emergency response calls:	261	307
Total number of ambulance transports:	270	254
Total number of helicopter transports:	0	0
Average response time for emergency response calls:	4.28 min	4.21 min

**Average Emergency Response Times
(Minutes & Seconds)**



RESPONSE TIME OVERAGES

**FREDERICK-FIRESTONE
FIRE PROTECTION
DISTRICT**



Assistant Chief of Operations

Office: (303) 833-2742

Fax: (303) 833-3736

Email: dprunk@fffd.us

**RESPONSE TIME OVERAGES
October 1 – December 31, 2018**

INCIDENT #	DATE	ALARM TIME	RESPONSE MINUTES	EXPLANATION
Station 1				
2018-01975	11/17/2018	17:18	7	Multiple calls for service
2018-01976	11/17/2018	19:13	8	Multiple calls for service
2018-02328	12/31/2018	19:55	8	Dispatch alert/address issue
Station 2				
2018-01746	10/04/2018	2:42	7	Distance only no outside factors
2018-01819	10/16/2018	12:43	7	Distance only no outside factors
2018-01908	10/28/2018	15:05	7	Primary unit in training/meeting
2018-02254	12/20/2018	15:30	7	Multiple calls for service
Station 4				
2018-01759	10/05/2018	19:38	7	Road conditions, weather/construction
2018-01806	10/13/2018	18:41	8	Primary unit in training/meeting
2018-01825	10/17/2018	17:35	8	Multiple calls for service
2018-02173	12/07/2018	16:36	7	Distance only no outside factors
2018-02218	12/14/2018	11:49	7	Distance only no outside factors

SECTION 2

TRAINING SUMMARY

**FREDERICK-FIRESTONE
FIRE PROTECTION
DISTRICT**



**Operations Section
Training Division**
Office: (303) 833-2742
Fax: (303) 833-3736
E-Mail: jvenerable@fffd.us

**TRAINING SUMMARY
October 1 – December 31, 2018**

Total Fire Training Hours October - December: 3,585

Total EMS Training Hours October - December: 494

Overview of Training Events:

- Battalion Chief Greg Gilbert, Lieutenants Mitch Cox and Nick Puccetti, and EMT Firefighters Kory Knill and Eric Whitehead completed the sixteen-hour Wildland S-200 Initial Attack Incident Commander Course.
- Assistant Chief Doug Prunk and Fire Prevention Specialist Dave Puccetti attended the three-day International Association of Arson Investigators Conference.
- Personnel completed live fire training at the Platteville-Gilcrest Fire Training Center. The evolutions were based on Vent, Enter, Isolate, and Search in conjunction with fire suppression.
- All administrative and line personnel completed the annual Legal Ethical training presented by Michelle Ferguson from the law firm Ireland Stapleton.
- The Training Division conducted evaluations for all certified Blue Card Incident Commanders. Each certified Incident Commander was evaluated on strip mall, and big box structure fires. Evaluations for multi-unit, commercial, and residential structures will be completed in December 2018.
- The Training Division conducted evaluations for all certified Blue Card Incident Commanders. Each certified IC was evaluated on commercial, residential, and multi residential structure fires.
- EMS simulation lab was provided. The simulation lab utilized high fidelity mannequins that provide feedback on the effectiveness of provider care to identify areas of needed improvement.
- Hazmat Technician personnel attended the quarterly SE Weld Hazmat training for Job Performance Requirement completion regarding flammable and combustible liquid suppression, and proper techniques for grounding, bonding, and off-loading liquids involved in spills.

SECTION 3

PLANNING SECTION SUMMARY

**FREDERICK-FIRESTONE
FIRE PROTECTION
DISTRICT**



Assistant Chief of Planning

Office: (303) 833-2742

Fax: (303) 833-3736

E-Mail: siacino@fffd.us

PLANNING SECTION SUMMARY

October 1 – December 31, 2018

Fire Safety Inspections Completed

- Life Safety Inspections – 51 Fire Safety Inspections for the Town of Firestone

Certificate of Occupancy Approved

- Firestone Meadows Apartment Building H
- Firestone Meadows Apartment Building I
- Gateway North Apartments Building H
- Gateway North Apartments Building K
- Brakes Plus
- Bluestem Tech Center core and shell
- State Farm Insurance Agency
- First Choice Insurance Agency
- Verizon Store

New Construction Activity (year to date)



Fire Investigations

- Vehicle Fire

Youth Fire Prevention and Intervention Program Cases

- None in 4th Quarter

Emergency Management and Planning from October 2018 through December 2018

- Amateur Radio Emergency Services (ARES) tested all of their equipment in the EOC on October 18th and all is working properly.
- AC Iacino attended the LEPC meetings the 4th Quarter of 2018.
- The CVEOC group met on November 15th and discussed a shared vision, goals, and expectations for 2019.

Community Outreach Programs

- Blood Pressure checks for seniors at the Senior Center and at the Carbon Valley Rec Center.
- Fire Prevention Week presentations to preschool, 1st, 3rd and 5th graders.
- Community Open Houses at Station 1 and Station 3.
- Halloween Safe Night in Firestone
- CPR/AED Skills Check at Imagine Charter School
- CPR/AED Skills Check for Carbon Valley Recreation District employees.
- AC Iacino hosted Ted Poszywak instructor for AIMS Community College advanced building construction class to tour Station 4 and Agilent Technologies.
- Station 3 Tour
- AED refresher for staff at Prairie Ridge Elementary School.
- Annual Santa Run – 4 days total.

SECTION 4

FEEDBACK SUMMARY

**FREDERICK-FIRESTONE
FIRE PROTECTION
DISTRICT**



ADMINISTRATION

Office: (303) 833-2742

Fax: (303) 833-3736

**CUSTOMER EVALUATION SUMMARY
October 1 – December 31, 2018**

<u>NUMBER OF CARDS RECEIVED:</u>	<u>Emergency Incidents</u>	<u>Inspection Activities</u>
Cards Mailed:	212	104
Cards Returned:	51	1
Rate of Return:	24%	.10%

<u>RATINGS OF CARDS RECEIVED:</u>	<u>Emergency Incidents</u>	<u>Inspection Activities</u>
Rating of 10	44 (86.27%)	1 (100%)
Rating of 9	7 (13.73%)	

(Rating Scale: 10 = Excellent / 1 = Poor)



Staff Report

Kugel 18H-H267 Wells

Special Use Permit

**Prepared by the
Town of Firestone for the
Board of Trustees**

February 27, 2019

Applications

This staff report is for the Kugel 18H-H267 Special Use Permit application proposing to locate fourteen oil and gas wells and associated production facilities ("Well Pad") within the Town. The applicant for this submittal is Crestone Peak Resources.

Notice

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

Location and Process

The location of the Well Pad is within the Town of Firestone's Central Park, more particularly the southeast corner of Central Park. Per Firestone's Municipal code it is required that before any person drills a well they must obtain a special use permit that has been granted by the Town.

Site Analysis

The Well Pad consists of approximately 11 acres in temporary disturbance, eventually being reduced to approximately 5 acres once the drilling and completion areas have been reclaimed. Construction of this Well Pad will require leveling the location of the to accommodate the drilling and completion operations. The Well Pad will be accessed via a private access road off of Frontier Street (WCR 15).

The applicant will be responsible for relocating a portion of the crusher-fines walking path that loops around Central Park to avoid pedestrian conflicts with vehicles accessing the Well Pad. In addition, to the greatest extent practicable, the applicant will work with the Town to mitigate visual impacts that the Well Pad has upon the park through the use of landscaping and berming on the north and west sides of the Well Pad.

Plan Analysis

Kugel 18H-H267 is a Well Pad containing 14 wells whose location is not considered a high density area as described per COGCC Rule 603.a. The plan is proposed in three phases: Temporary Disturbance Phase, Interim Phase and Reclamation Phase.

During the Temporary Disturbance Phase, drilling and completion operations will occur behind temporary sound walls. Additionally, production equipment consisting of tanks, separators, combustors and other ancillary equipment will be located within the Well Pad. In the Interim Phase, the drill pad and completion pad will be removed. In the Reclamation Phase all items will be removed and the site will be regraded to restore previous drainage patterns.

Fiscal Analysis

The Special Use Permit will provide revenue through taxes to the community and promote the local economy of the Town of Firestone.

Planning and Zoning Commission and Board of Trustees Review Criteria

The Planning Commission and the Town Board of Trustees may approve an application for a use permitted by special review for a well site if the application submitted by the applicant conforms to the following requirements:

- A. The site plan for a well site application complies with the requirements of Section 15.48.040A.
- B. The vicinity map for a well site application complies with the requirements of Section 15.48.040B.
- C. The narrative for a well site application complies with the requirements of Section 15.48.040C.
- D. The well location and setbacks comply with Section 15.48.080.
- E. When applicable, compliance with the provisions for mitigation of noise required in Section 15.48.100.
- F. When applicable, compliance with the provisions for visual special mitigation required in Section 15.48.110.
- G. When applicable, compliance with the provisions for geologic hazards, floodplains or floodway required in Section 15.48.160.
- H. When applicable, compliance with the provisions for wildlife mitigation procedures required in Section 15.48.180.
- I. The board of trustees' decision shall be based upon evidence presented in the application and at public hearing. Following the conclusion of the public hearing, the board of trustees may proceed to render its provisional decision orally on the application, or it may take the matter under advisement until an announced date certain not to exceed fourteen days, at which time it shall orally render its decision. In the event that an application is granted with conditions, the applicant may, within fourteen days of the board's decision, request a rehearing to demonstrate that removal or modification of one or more of the conditions is necessary to prevent waste or protect owners of correlative rights in a common source to a fair share of production profits or that the decision is otherwise inconsistent with state laws and regulations. Following the board of trustees' oral announcement of its decision, and any subsequent rehearing, a written resolution shall be adopted as its final action or decision on the application. This written resolution shall set forth findings of the board of trustees. Such written resolution shall be adopted within twenty-one days of the announcement of the board of trustees' oral decision, unless the applicant requests rehearing, in which case the written resolution shall be adopted within thirty days of the oral decision. For the purposes of judicial review, the board of trustees' final action or decision on an application shall be deemed to have been made as of the date upon which the board of trustees executes the written resolution, which shall constitute the final decision of the board of trustees.

Planning Commission or Board of Trustees Action

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

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

RECOMMENDATION

The Town staff recommends the Board of Trustees approve the Kugel 18H-H267 Special Use Permit application by approving Resolution 19-12 with conditions.

RESOLUTION NO. 19-12

A RESOLUTION APPROVING AN APPLICATION FOR A SPECIAL USE PERMIT FOR CRESTONE PEAK RESOURCES TO LOCATE FOURTEEN OIL AND GAS WELLS WITHIN THE TOWN OF FIRESTONE.

WHEREAS, Crestone Peak Resources (hereinafter “Crestone” or “Applicant”) has submitted an application and supporting materials to the Town of Firestone, pursuant to Chapter 15.48 of the Firestone Municipal Code, for special use permits to locate within the Town oil and gas wells referred to as the proposed Kugel 1A-18H H267 through Kugel 1N-18H H267 Wells (“Application”); and

WHEREAS, the Application was reviewed by Town Staff and found with conditions to be in compliance with Town of Firestone subdivision, zoning, and oil and gas ordinances, Development Regulations, and related Town ordinances, regulations, and policies; and

WHEREAS, pursuant to Chapter 17.32 of the Firestone Municipal Code, the Firestone Planning and Zoning Commission held a properly noticed public hearing on the Application; and

WHEREAS, after the public hearing of the Planning and Zoning Commission, at which evidence and testimony were entered into the record, the Planning and Zoning Commission found the special use request for the well should be approved subject to certain conditions, and made its recommendation of approval by resolution to the Board of Trustees; and

WHEREAS, pursuant to Chapter 17.32 of the Firestone Municipal Code, the Firestone Board of Trustees held a properly noticed public hearing on the special use application, at which evidence and testimony were entered into the record; and

WHEREAS, the Board of Trustees has duly considered the Application, the evidence and testimony presented at the hearing, and the resolution of the Planning and Zoning Commission, finding the Application to conform to the review criteria set forth in Section 15.48.050 of the Firestone Municipal Code, and desires to approve the Application subject to certain conditions, pursuant to Chapters 15.48 and 17.32 of the Firestone Municipal Code.

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

Section 1. The Board of Trustees has reviewed Crestone Peak Resources’s (hereinafter “Crestone” or “Applicant”) application for special use permits to locate within the Town oil and gas wells referred to as the proposed Kugel 1A-18H H267 through Kugel 1N-18H H267 Wells (“Application”), in relation to the review criteria set forth in Sections 15.48.050 and 17.32.030 of the Firestone Municipal Code, and finds that the use proposed in the Application is compatible and beneficial to the surrounding properties and inhabitants and not detrimental.

Section 2. The Board of Trustees hereby approves the Application and the special use permit request therein for the placement of nineteen oil and gas wells on the parcel more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, subject to the terms and conditions set forth in said permit, which is incorporated herein by this reference, and subject the following conditions:

1. The Town's special use approval shall expire on the date of expiration of the Oil and Gas Conservation Commission Permit to drill the well or one year from the date of Town approval, whichever is later, if operations for the well are not commenced by such date. In the event special use approval expires, the Applicant shall apply for a new special use permit pursuant to Chapter 15.48 of the Firestone Town Code.
2. Oil and gas operations shall be conducted in compliance with all federal, state, and local laws, rules and regulations, including but not limited to the Colorado Oil and Gas Conservation Commission ("COGCC") permit for such well and the final special use permit application materials approved by the Town Board, which materials will be incorporated therein by reference. Applicant shall provide to the Town copies of all state approved permits, waivers, variances and subsequent notices filed with the state and affecting the well.
3. Prior to entering the site, Applicant shall obtain from the Town necessary building permits and notices to proceed.
4. Prior to commencement of any work within the Town the applicant, including contractors and subcontractors, shall obtain necessary Contractor's Licenses from the Town.
5. Prior to moving the drilling rig onto the well site, Applicant shall obtain from the Town and Weld County necessary permits to move the drilling rig equipment within the Town and County, specifically an Overweight Permit from the Town is required for moving the drilling rig.
6. In the exercise of its rights pursuant to this special use approval, Applicant shall avoid any damage or interference with any Town installations, structures, utilities, or improvements. Applicant shall be responsible for all damages to such interests of the Town that are caused by the Applicant.
7. Applicant at its sole expense shall control fugitive dust at the well site and on private access roads on an as-needed basis. Methods and chemicals used for dust control shall comply with Town ordinances and COGCC regulations.
8. The oil/gas well facilities shall utilize setbacks as specified in COGCC regulations.
9. Deliveries and construction traffic to and from the site shall, whenever possible, be scheduled during daylight hours.

10. The use of pump jacks shall be limited to those running on electric motors.
11. Oil and gas operations at the well site shall comply with the First Amendment To Compatible Development And Surface use Agreement, attached hereto as Exhibit B.
12. Oil and gas operations at the well site shall comply with the Cooperative Development Plan Agreement, attached hereto as Exhibit C.

INTRODUCED, READ AND ADOPTED this 27th day of February, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

EXHIBIT A
Legal Description

A parcel of land located in the Southeast Quarter of the Northeast Quarter of Section 18, Township 2 North, Range 67 West of the 6th Principle Meridian, Town of Firestone, Weld County, Colorado.

EXHIBIT B
First Amendment To Compatible Development And Surface Use Agreement

FIRST AMENDMENT TO COMPATIBLE DEVELOPMENT AND SURFACE USE AGREEMENT

(Changes to Existing Oil and Gas Operations Area as to the NE/4 of Section 18 and Creation and Establishment of New Oil and Gas Operations Area in the S/2NE/4 of Section 18)

THIS FIRST AMENDMENT TO COMPATIBLE DEVELOPMENT AND SURFACE USE AGREEMENT ("First Amendment") is effective as of the 12th day of December, 2018 (the "Effective Date"), by and between the **Town of Firestone** and the **Firestone Finance Authority** (hereinafter referred to individually as "Town" and "FFA", respectively, and collectively referred to as "Owner") with an address of 151 Grant Avenue, P.O. Box 100, Firestone, Colorado 80520-0100, and **Crestone Peak Resources Holdings LLC** ("Crestone"), which has an address at 1801 California Street, Suite 2500, Denver, Colorado 80202. Owner and Crestone may be referred to as a "Party" or collectively, as the "Parties." Capitalized terms not otherwise defined in this First Amendment shall have the meanings provided in the Compatible Development and Surface Use Agreement.

RECITALS

- A. WHEREAS, on September 25, 2006, Owner, Foundation Energy Management, LLC, and EnCana Oil & Gas (USA) Inc. entered into a Compatible Development and Surface Use Agreement covering a portion of the N/2 of Section 18, Township 2 North, Range 67 West, Weld County, Colorado (the "Property"). The Compatible Development and Surface Use Agreement was recorded in the records of the Clerk and Recorder of Weld County, Colorado at Reception No. 3427732 on October 16, 2006;
- B. WHEREAS, Crestone 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
- C. WHEREAS, Owner and Crestone now wish to amend the Compatible Development and Surface Use Agreement to: (1) create and establish a New Oil and Gas Operations Area in a portion of the S/2NE/4 of Section 18, Township 2 North, Range 67 West for the drilling, completion, and production of Future Wells and related operations; (2) decrease the Existing Oil and Gas Operations Area to a 50' radius circle around the plugged and abandoned wellhead(s), but insofar and only insofar as it pertains to the NE/4 of Section 18, Township 2 North, Range 67 West, so long as Future Wells are drilled in the New Oil and Gas Operations Area; and (3) provide for the plugging and abandonment of wells and any and all Crestone owned pipelines, gathering lines, and flowlines located on, in or under the NE/4 of Section 18, Township 2 North, Range 67 West insofar and only insofar as they pertain to the Existing Oil and Gas Operations Area, as well as the removal of any Crestone owned oil and gas facilities located in the NE/4 of Section 18, Township 2 North, Range 67 West that are no longer needed or useful to operations upon the New Oil and Gas Operations Area.

NOW THEREFORE, in consideration of the covenants and mutual promises of the Parties set forth herein, including the recitals, and for other good and valuable consideration, the receipt

and sufficiency of which are hereby acknowledged, the Parties hereby amend the Compatible Development and Surface Use Agreement as follows:

1. Establishment of New Oil and Gas Operations Area:

- a. The Parties agree that, as to the NE/4 of Section 18, Township 2 North, Range 67 West, Crestone, upon completion of its obligations provided below in Section 2.a., will limit all of its current and future oil and gas operations in the NE/4 of Section 18, Township 2 North, Range 67 West to the locations depicted on **Exhibit A** attached hereto and by this reference incorporated herein and identified as “New Oil and Gas Operations Area”. The New Oil and Gas Operations Area may be used for drilling, completion, production and maintenance of Wells, equipment, production and storage operations, workovers, well recompletions and deepenings, fracturing, twinning, the drilling of replacement wells, plugging and abandoning Wells and the location of associated oil and gas production, storage and other facilities and for drilling oil and gas wells that produce from and drain the Described Premises as well as lands which are pooled or communitized with the Described Premises and/or are directionally or horizontally drilled to bottomhole locations outside the Described Premises. Operations on the New Oil and Gas Operations Area may occur concurrently with Crestone’s work on the Existing Oil and Gas Operations Area. “Existing Oil and Gas Operations Area” as used in this First Amendment is defined as the Oil and Gas Operations Area depicted on Exhibit D attached to the Compatible Development and Surface Use Agreement insofar and only insofar as it pertains to the NE/4 of Section 18, Township 2 North, Range 67 West. The New Oil and Gas Operations Area shall be accessed and limited in size and configuration as depicted on Exhibit A.

2. Removal and Release of Existing Oil and Gas Operations Area as to the NE/4 of Section 18 Only:

- a. Subject to the terms and conditions of Section 2.c. below, the Parties agree that when Crestone completes the plugging and abandonment of each and every one of the below described Crestone operated oil and gas Wells (the “Subject Wells”), reclaims the well sites and Existing Oil and Gas Operations Area and obtains the required abandonment and reclamation approvals from the Commission, the Existing Oil and Gas Operations Area, insofar and only insofar as it pertains to the NE/4 of Section 18, Township 2 North, Range 67 West, is decreased to a 50’ radius circle around each plugged and abandoned wellhead, insofar as and only insofar as it pertains to the NE/4 of Section 18, Township 2 North, Range 67 West:
 - i. Kugel 41-18 (API No. 05-123-20528)
 - ii. Wandell 4-6-7 (API No. 05-123-30820)
 - iii. Wandell 6-8-7 (API No. 05-123-31039)
 - iv. Wandell 34-7 (API No. 05-123-22395)
 - v. Kugel 31-18 (API No. 05-123-19698)
 - vi. Kugel 2-18 (API No. 05-123-15282)

- vii. Miller 12-17 (API No. 05-123-20871)
- viii. Kugel 42-18 (API No. 05-123-20307).

- b. The Parties agree that the decrease in size of the Existing Oil and Gas Operations Area as to the NE/4 of Section 18, Township 2 North, Range 67 West will in no way impact or affect Crestone's right and ability to use the New Oil and Gas Operations Area as described on Exhibit A hereto. No permanent building structures shall be constructed within the 50' Existing Oil and Gas Operations Area, but streets, driveways, sidewalks, landscaping, fencing, and such are permitted within the 50'.
- c. Crestone agrees to begin plugging and abandonment operations on the Subject Wells within 12 months of the beginning of production from Future Wells that are drilled within the New Oil and Gas Operations Area. The Parties agree that Crestone is under no obligation to plug and abandon any of the Subject Wells if Future Wells are not drilled, at Crestone's sole discretion, within the New Oil and Gas Operations Area, in which case the Existing Oil and Gas Operations Area is not decreased, and the terms and conditions of the Compatible Development and Surface Use Agreement remain in effect.

3. Removal of Pipelines, Gathering Lines, Flowlines, and Facilities from the Existing Oil and Gas Operations Area as to the NE/4 of Section 18 Only:

- a. Subject to the terms and conditions of Section 2.c. above, the Parties agree that, in conjunction with plugging and abandonment of the Subject Wells and their related pipelines, gathering lines, flowlines and facilities, Crestone shall cut, clean and remove all Crestone owned and operated pipelines, gathering lines, and flowlines servicing the Subject Wells located on, in or under the NE/4 of Section 18, Township 2 North, Range 67 West pertaining to the Existing Oil and Gas Operations Area. For any such lines that cross Town road right-of-way, Crestone shall structural flow fill said lines within the road right-of-way. Subject to the terms and conditions of Section 2.c. above, Crestone will remove any Crestone owned oil and gas facilities located in the NE/4 of Section 18, Township 2 North, Range 67 West and perform reclamation obligations as required by Commission rules.

4. Existing Walking Path:

- a. The Parties acknowledge the existence of a pedestrian walking path bordering and passing through the New Oil and Gas Operations Area. Prior to Crestone beginning construction and/or drilling activities in the New Oil and Gas Operations Area, Owner shall close the walking path through the New Oil and Gas Operations Area. Simultaneous with the grading of the drill pad, the Parties shall work together to reroute the walking path around the New Oil and Gas Operations Area with the intent that the looped path is not out of service for an extended period of time.

Crestone shall be responsible for all costs to reroute the path around the New Oil and Gas Operations Area as agreed to by both Parties.

5. Notices:

- a. Any notice or other communication required or permitted under this First Amendment will be given in writing either by: i) personal delivery; ii) expedited delivery service with proof of delivery; iii) United States mail, postage prepaid, and registered or certified mail with return receipt requested; or iv) prepaid telecopy or fax, the receipt of which will be acknowledged, addressed as follows:

(1) If to Owner, to:

Town of Firestone and
Firestone Finance Authority
151 Grant Avenue
P.O. Box 100
Firestone, Colorado 80520

(2) If to Crestone, to:

Crestone Peak Resources Operating LLC
1801 California Street
Suite 2500
Denver, Colorado 80202

Notices will be effective upon receipt and either party may change its address by notice to the other party.

Except as specifically amended by this First Amendment, the terms and conditions of the Compatible Development and Surface Use Agreement shall continue in full force and effect and remain enforceable in accordance with its terms.

This First Amendment and the interests granted and covered herein shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Owner and Crestone.

Each party represents that he/she/it has the full right and authority to enter into this First Amendment with respect to the surface rights, oil and gas interests, or oil and gas leasehold interests that he/she/it owns in the Property, as applicable.

Crestone shall record a memorandum of this First Amendment with the Clerk and Recorder of Weld County and provide evidence to the Owner of the recording.

This First Amendment may be executed in any number of counterparts, each of which shall be considered an original for all purposes and together of which shall constitute one and the same instrument.

The provisions and agreements contained in this First Amendment shall be deemed covenants running with the Property.

[Signatures on the following page]

IN WITNESS WHEREOF, the undersigned Parties have executed this First Amendment as of the Effective Date.

The Town of Firestone

By: Bobbie Sindler
Name: Bobbie Sindler
Title: Mayor



Firestone Finance Authority

By: Matthew Hulcomb
Name: Matthew Hulcomb
Title: President, Firestone Finance Authority

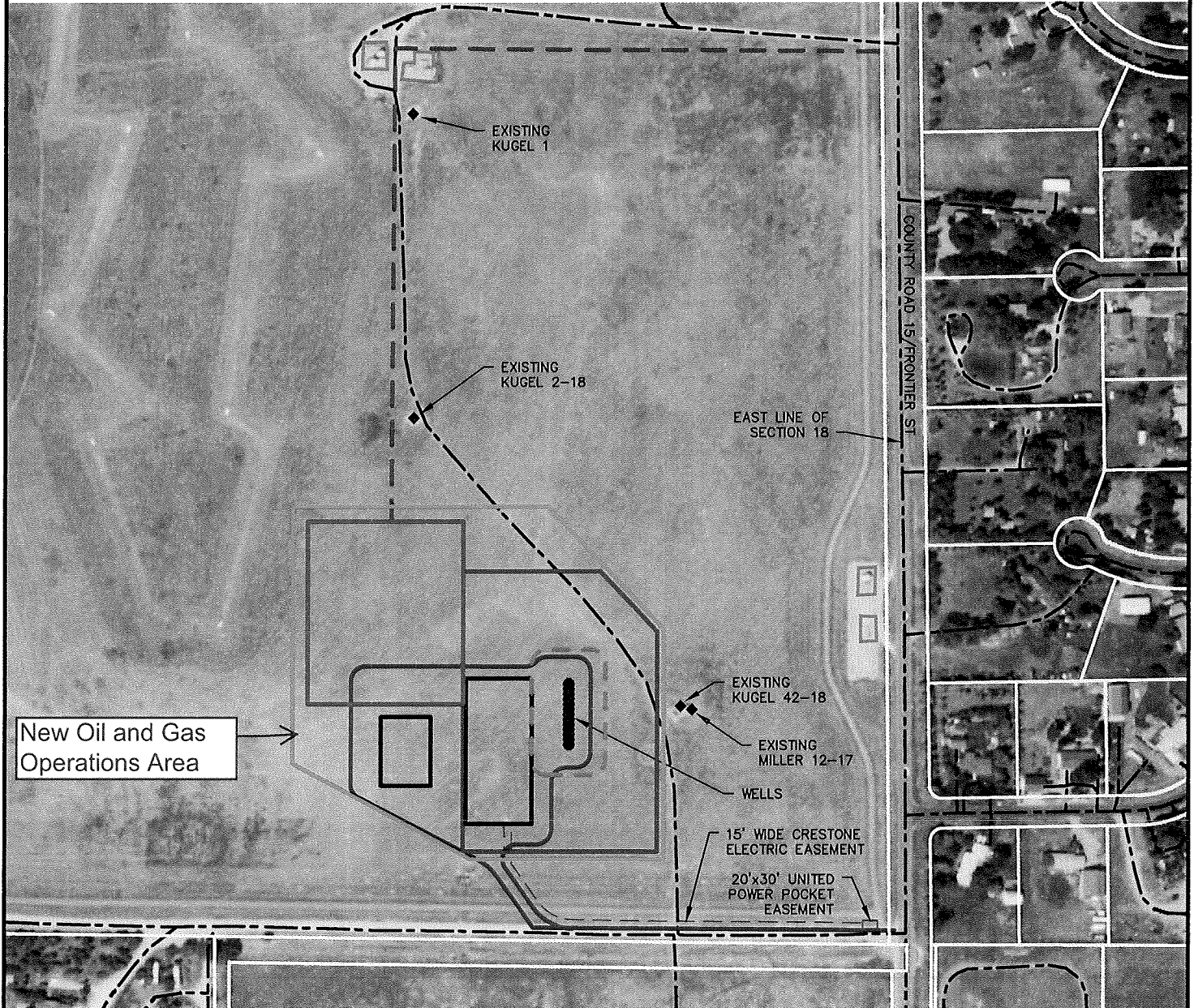


Crestone Peak Resources Operating LLC

By: David Stewart
Name: David Stewart
Title: VP, EHS&R and External Affairs

EXHIBIT "A"

Attached hereto and made part hereof that certain First Amendment to the Compatible Development and Surface Use Agreement dated the ____ of _____, 2018, by and between Firestone Finance Authority, Town of Firestone, and Crestone Peak Resources Holdings LLC, covering the below described lands to-wit:



LEGEND NEW OIL AND GAS OPERATIONS AREA

- = 14 PROPOSED WELLS
- ◆ = EXISTING WELL
- [] = TEMPORARY WELLSITE: 6.0 ACRES
- [] = TEMPORARY COMPLETIONS AREA: 3.5 ACRES
- [] = PROPOSED FACILITIES PERMANENT DISTURBANCE: 3.5 ACRES
- [] = EXISTING FACILITIES
- [] = PERMANENT WORKOVER AREA: 1.0 ACRES
- [] = PROPOSED DISTURBANCE AREA
- [] = PROPERTY LINE
- = PROPOSED TEMPORARY ACCESS ROAD
- = PROPOSED PERMANENT ACCESS ROAD
- - - = EXISTING ROAD

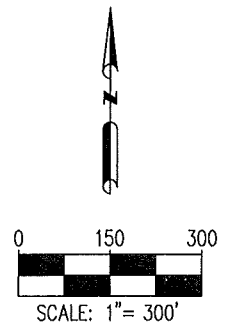
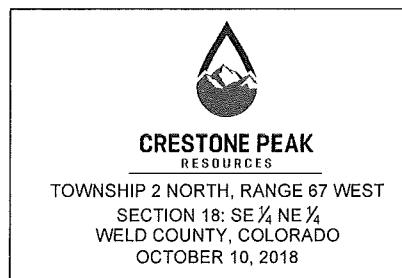


EXHIBIT C
Cooperative Development Plan Agreement

COOPERATIVE DEVELOPMENT PLAN AGREEMENT

This Cooperative Development Plan Agreement ("Agreement") is made and entered into this 13th day of December, 2018 (the "Effective Date"), by and between the Town of Firestone, a Colorado municipal corporation ("Firestone" or "Town"), whose address is 151 Grant Ave, P.O. Box 100, Firestone, Colorado 80520, and Crestone Peak Resources LLC, a Delaware limited liability company ("Crestone"), whose address is 1801 California Street, Suite 2500, Denver, Colorado 80202. Crestone and Firestone may be referred to individually as a "Party" or collectively as the "Parties."

BACKGROUND

Firestone and Crestone value a balanced approach to oil and gas development that protects human health, safety and welfare, as well as the environment and wildlife, and that offsets any impacts from such development. To achieve such mutual objectives in a cooperative manner, Firestone and Crestone enter into this Agreement to accomplish the following:

1. To site new well pads that Crestone plans to develop within Firestone at locations that will protect public safety and the environment, while allowing for the efficient development of oil and gas;
2. To further mitigate the potential environmental and land use effects associated with this development by adopting best management practices ("BMPs") that supplement state environmental requirements in an efficient and cost-effective manner, including BMPs for odor mitigation, noise mitigation, lighting installation, road maintenance, and landscape restoration, all to benefit the Town and its residents; and
3. To make contributions for urban renewal planning and park and infrastructure improvements that will likewise benefit the Town and its residents and will also offset any remaining impacts from this development.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I. GENERAL PROVISIONS

1. **Effective Date.** This Agreement will be effective as of the Effective Date.
2. **Intent to Supplement State Rules and Regulations.** The Parties recognize that pursuant to the Colorado Oil and Gas Conservation Act, Colo. Rev. Stat. § 34-60-101 et seq., the Colorado Oil and Gas Conservation Commission ("COGCC") regulates the development and production of oil and gas resources in Colorado, and the Act authorizes the COGCC to adopt statewide rules and regulations, which the COGCC has done. The BMPs developed jointly by the Parties and identified in this Agreement are intended to supplement and are in addition to these state rules and regulations.

3. **Exercise of Local Land Use Authority.** The Parties further recognize that Firestone has enacted land use regulations pursuant to the Local Government Land Use Enabling Act, Colo. Rev. Stat. § 31-15-401 et seq., and the Land Planning Act, Colo. Rev. Stat. § 29-20-101 et seq., which authorize local governments to enact land use regulations that regulate, *inter alia*, oil and gas development, provided that such regulations are not preempted by state law. The Parties also recognize that Crestone's activities covered by this Agreement are best addressed in a collaborative manner, as set forth in this Agreement.

4. **Applicability.** This Agreement and the BMPs will apply to all new wells that Crestone drills on the Identified Well Pads during the Term of this Agreement. This Agreement will not apply to any wells for which Crestone is not the operator.

5. **Term.** The term of this Agreement will commence upon the Effective Date and will remain in effect for five (5) years (the "First Term"), which may be extended from time to time by mutual agreement of the Parties (the "Term").

6. **Effect of Termination on Obligations.** If the Agreement is terminated by either Party, any development approved by the Town will continue to be authorized under and subject to this Agreement.

7. **Drilling Plan.** In consultation with Firestone, Crestone has developed a Drilling Plan that includes both: (i) the four (4) well pad sites identified as the Bighorn, Kugel, Johnson, and Sheley on the Cooperative Development Area Map, that Crestone plans to develop during the First Term (the "Identified Well Pads"); and (ii) the BMPs that will apply to such development. The BMPs are listed on the Best Management Practices for Pad Site Locations attached as Appendix A, and the Identified Well Pads are depicted in the Cooperative Development Area Map attached as Appendix B. Crestone will not drill more than sixty (60) wells total from the Bighorn, Kugel, Johnson, and Sheley well pad sites collectively.

8. **Urban Growth Boundary.** If Crestone acquires additional real property interest during the Term at a location outside the Firestone town limits, but within the urban growth boundary as set forth on Appendix C, and Crestone intends to use such location as a pad for drilling one or more oil and gas wells, then Crestone will support Firestone's annexation of such location. If the location is annexed by Firestone, then the well pad will be considered an Identified Well Pad under this Agreement, effective as of the date of annexation. Contributions under Article II, Section 4(b) will not apply to the annexed Identified Well Pads, and the Parties will instead negotiate in good faith any contributions by Crestone to the Town related to the annexed Identified Well Pads at the time of annexation.

ARTICLE II. APPROVAL PROCESS, OPERATIONS, AND CONSIDERATION

1. **Special Use Permit Submission Requirements.** For each new well Crestone drills on the Identified Well Pads, the Parties will follow the requirements and procedures outlined in Section 15.48.030 of the Firestone Municipal Code (the "Code") for special use permits, all applications submitted by Crestone will contain the elements prescribed by Section 15.48.040 of the Code, and

the Town's board of trustees will review the application using the review criteria outlined in Section 15.48.050 of the Code and the BMPs, as applicable. If the applicable provisions of the Code are amended, Crestone will comply with the most current requirements and procedures for its operations effective at the time of submission. The Town recognizes that time is of the essence with respect to approval of special use permits and will use its best efforts to process Crestone's applications submitted pursuant to this Article II, Section 1 in a prompt and timely manner. To that end, the Town agrees that Town staff review of the applications will take no longer than sixty (60) calendar days after the Town staff determines the application is complete.

2. Crestone's Operations. For each new well Crestone drills on the Identified Well Pads, Crestone will operate such well to comply with the BMPs and Sections 15.48.060 through 15.48.200 of the Code. If the applicable provisions of the Code are amended, Crestone will comply with the most current requirements and procedures for its operations effective at the time.

3. Crossing Permits. The Parties intend to minimize the use of tanks by Crestone for development under this Agreement. For all facilities associated with Crestone's oil and gas development, including flowlines, gathering lines, access roads, utility lines, storage tanks, processing and separation facilities, and other production, processing, transportation, and marketing facilities, that require a permit under Section 15.44.010 of the Code, Crestone will follow the procedures and rules set forth in Sections 15.44.020 through 15.44.100 and 15.44.120 through 15.44.150 of the Code. Crestone will make a one-time payment for each crossing permit based on the right-of-way pricing set forth on Appendix D, without minimum consideration. If the applicable provisions of the Code are amended, Crestone will comply with the most current requirements and procedures for its operations effective at the time. The Town will render a decision on each crossing permit application within ninety (90) calendar days after the application is deemed complete.

4. Crestone's Contributions. To offset potential impacts from the Identified Well Pads and associated wells, Crestone will make contributions to the Town as follows:

a. Contribution to the Urban Renewal Authority. A one-time contribution of one hundred thousand dollars (\$100,000) to the Firestone Urban Renewal Authority for the preparation of an Urban Renewal Plan, which contribution will be made within thirty (30) calendar days after the Effective Date; and

b. Contributions for Park and Infrastructure Improvements. A one-time contribution to Firestone of two hundred fifty thousand dollars (\$250,000) for each Identified Well Pad (excluding any Identified Well Pads included pursuant to Article I, Section 8), paid within ninety (90) calendar days after the date of first production from such Identified Well Pad as reported by Crestone to the COGCC on Crestone's Completed Interval Report, Form 5A. For planning purposes, Crestone anticipates dates of first production from two (2) Identified Well Pads to occur in 2019 and from two (2) Identified Well Pads to occur in 2020.

5. Submissions to the COGCC. Firestone will not object to any of Crestone's submissions to the COGCC pertaining to the Identified Well Pads and related wells, and, upon Town approval

of operations pertaining to a new well, Firestone will promptly notify the COGCC in writing that the Town has approved such operations under its land use review procedures and pursuant to this Agreement.

ARTICLE III. OTHER PROVISIONS

1. No Waiver of Rights. The Parties acknowledge and agree that this Agreement will not be used as evidence that either Party has waived any rights to assert its claims concerning the validity of Firestone's land use authority or jurisdiction or Crestone's rights to develop its mineral resources. Nothing herein will be construed as an admission by either Party of any legal right or obligation.

2. Force Majeure. Neither Party will be liable for any delay or failure in performing under this Agreement in the event and to the extent that the delay or failure arises out of causes beyond a Party's reasonable control, including, without limitation, war, civil commotion, act of God, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal), or inability to obtain permits, licenses, consents, easements, or rights-of way. If any Party is rendered, wholly or in part, unable to carry out its obligations under this Agreement due to any such force majeure event, it is agreed that, upon the affected Party's giving notice and a description of such delay in reasonable detail in writing to the other Party as soon as reasonably possible after the occurrence of the causes relied on, the obligation of the Party giving such notice, so far as it is affected by such condition or event, will be suspended and any time periods will be extended for a period equal to the period of the continuance of the event or condition.

3. Authority to Execute Agreement. Each Party represents that it has the full right and authority to enter into this Agreement.

4. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Colorado without reference to its conflicts of laws provisions.

5. No Third-Party Beneficiaries. This Agreement is not intended to, and does not, create any right, benefit, responsibility or obligation that may be enforced by any non-party. Additionally, nothing in this Agreement will entitle any third party to any claims, rights or remedies of any kind.

6. Notices. All notices and other correspondence related to this Agreement will be in writing and will be delivered by: (i) certified mail with return receipt, (ii) hand delivery with signature or delivery receipt provided by a third party courier service (such as FedEx, UPS, etc.), (iii) fax transmission if verification of receipt is obtained, or (iv) email with return receipt, to the designated representative of the Party as indicated below. A Party may change its designated representative for notice purposes at any time by written notice to the other Party. The initial representatives of the Parties are as follows:

Firestone: Town of Firestone
 151 Grant Ave
 P.O. Box 100

Firestone, Colorado 80520
Attn: Town Manager
Telephone: 303.833.3291
Fax: 303.833.4863
Email: []

Crestone: Crestone Peak Resources LLC
1801 California Street, Suite 2500
Denver, Colorado 80202
Attn: David Stewart
720-410-8500
Email: David.Stewart@crestonepr.com

7. Dispute Resolution. If either Party believes that the other Party has violated any provision of this Agreement, the Party claiming that a violation has occurred will send written notice to the other Party, identifying the violation and invoking the dispute resolution process in this Section. Upon receiving such written notice, the other Party will have thirty (30) calendar days to remedy the alleged violation, unless such violation involves operations at a well pad site, in which case the time period will be ten (10) days. If the other Party denies the alleged violation, then the Parties will meet to resolve the alleged violation within ten (10) or thirty (30) calendar days (as the case may be) of the date of delivery of the initial written notice. If a resolution of the matter cannot be achieved at the meeting, both Parties agree to make a reasonable effort to work through and with a mutually acceptable mediator to attempt to resolve the dispute. Notwithstanding the foregoing, if either Party believes that the dispute will not otherwise be resolved in a sufficiently prompt and effective manner, such Party may, at its discretion, institute a legal proceeding in a court of proper jurisdiction to seek appropriate remedies. Such remedies may include, without limitation, an injunction to stop an alleged violation or an order requiring the performance of all acts and things required by the Agreement. Provided, however, that no such legal proceeding will be initiated for a period of at least thirty (30) calendar days after delivery of the initial written notice.

11. Amendments to Agreement. No changes, alterations or modifications to any of the provisions hereof will be effective unless contained in a written agreement signed by both Parties.

12. Assignment. Crestone may convey or assign its rights and obligations for any or all of the Identified Well Pads, related facilities, special use permits, and/or associated crossing permits, provided that such conveyance or assignment includes both Crestone's rights and its obligations for the subject Identified Well Pads, related facilities, special use permits, and/or crossing permits. For purposes of this paragraph, Crestone's rights include without limitation its vested development rights upon Town approval, and Crestone's obligations include without limitation its BMP obligations under Appendix A.

13. Surface Use Agreement. Crestone's predecessors-in-interest regarding certain lands in the N/2 of Section 18, Township 2 North, Range 67 West, Weld County, Colorado, the Firestone Finance Authority ("FFA"), and the Town entered into that certain Compatible Development and Surface Use Agreement dated September 25, 2006, which addresses Crestone's use of surface property owned by the Town. Concurrently with execution of this Agreement, Crestone, FFA, and

the Town will execute an amendment to such Compatible Development and Surface Use Agreement to address uses of Town property associated with the Identified Well Pads. This Agreement will not be effective until Crestone, FFA, and the Town execute such amendment.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by a duly authorized representative on the day and year first above written.

FIRESTONE:

THE TOWN OF FIRESTONE

By: Bobbi Sindelar
Name: Bobbi Sindelar
Title: Mayor
Date: Dec. 12, 2018



CRESTONE:

CRESTONE PEAK RESOURCES LLC

By: David Stewart
Name: David Stewart
Title: VP Estimation and External Affairs
Date: 12/6/18

APPENDIX A
BEST MANAGEMENT PRACTICES FOR PAD SITE LOCATIONS

1. Odor Mitigation. To mitigate the effects of odor from Crestone's operations, Crestone will consult with the Town regarding the selection and implementation of appropriate mitigation measures. These mitigation measures may include the following:

- A. Erect walls around the Identified Well Pads to limit air flow through the well sites during the drilling and completion of wells. These walls will have a minimum height of thirty-two (32) feet, and Crestone will consult with Firestone regarding whether the walls should have a height of more than thirty-two (32) feet at the Johnson, Kugel, and Sheley well pad sites;
- B. Add odor-suppression liquid to its drilling mud to neutralize odors;
- C. Install a chiller to cool the drilling fluid as it is piped through the recirculation system before routing to the suction tanks;
- D. Enclose the suction tank and shaker tanks;
- E. Continue to evaluate different additive formulations that have the potential to better suppress odors, including but not limited to non-diesel based additives;
- F. During flowback and well completions, utilize closed-loop green completion techniques to the maximum extent practicable to minimize emissions and the flaring of natural gas; and
- G. In order to reduce airflow and evaporation, cover trucks transporting drill cuttings, cover the drilling fluid mixing tanks, use a squeegee to remove drilling fluids from pipes as they exit the wellbore, and ensure that all drilling fluid is removed from pipes before storage.

2. Noise Mitigation. To reduce the noise effects on the Town and its residents during drilling, and to provide cost benefits to Crestone, all permanent equipment with engines or motors that can be electrified will be electrified from the power grid, except that operations pertaining to the Bighorn well pad will not be subject to this requirement if electricity from the power grid is not available at the site. If electricity from the power grid is unavailable at the Bighorn well pad, Crestone will use quiet design mufflers (also referred to as hospital grade or dual dissipative) or equivalent, or acoustically insulated housing or covers to enclose the motor or engine at the Bighorn well pad site. Additionally,

- A. Crestone agrees to use the Liberty Quiet Fleet or comparable technology from an alternative vendor on all well sites for completion operations;

- B. Crestone will install sound walls on all four sides of the Identified Well Pads during the drilling and completion at a minimum height as set forth in BMP 1.A; and
- C. Crestone will develop and implement in consultation with the Town a Noise Mitigation and Monitoring Plan that provides for continuous monitoring and modeling from four (4) sides of the facility at least 350 feet from the sound wall where possible provided that approval from surrounding surface owners can be obtained. The plan should identify site-specific noise mitigation techniques such as dirt moving to attenuate noise, and source-based noise mitigation. Crestone will share all information and reports from such monitoring and modeling with the Town.

3. Lighting. Crestone will install down cast lighting or some other form of lighting that mitigates light pollution and spill-over onto adjacent properties; provided, however, that Crestone may still use lighting that is necessary for public and occupational safety.

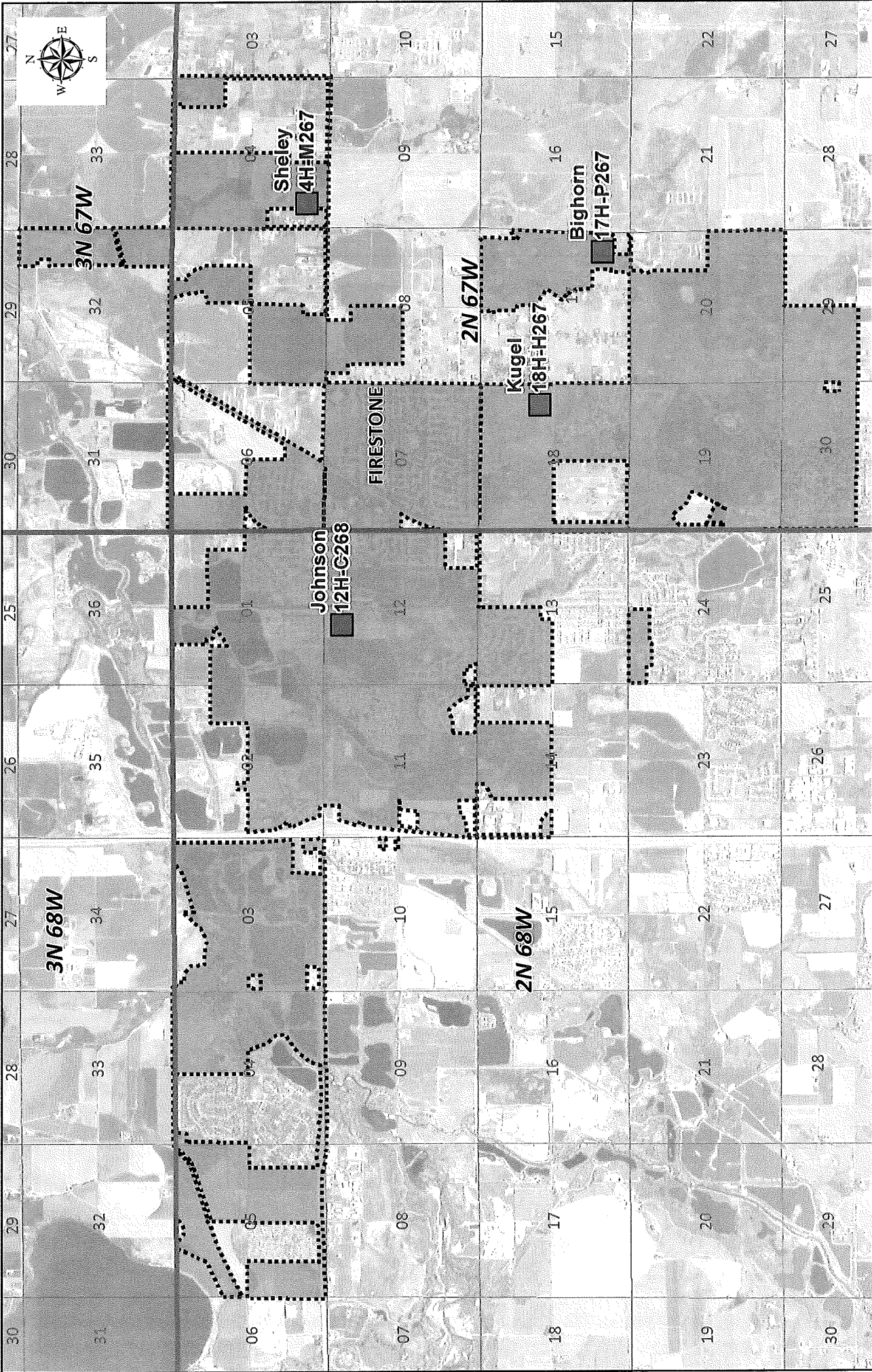
4. Road Repairs. The Parties recognize that truck traffic accessing the Identified Well Pads may cause damage to Firestone roads and that road repairs may be needed to mitigate such damage. Crestone will arrange for a qualified outside consultant to perform a road impact study for all Firestone roads that are used to access an Identified Well Pad during the Term. The consultant will conduct the first part of the study prior to Crestone's drilling and completions phase of operations at such Identified Well Pad and the second part of the study after Crestone completes all drilling and completions at such Identified Well Pad. The Parties will use these studies to determine the extent of any damage accruing to the road during the study period. Crestone will then promptly pay Firestone to repair such damage or else arrange and pay the cost of such repairs itself based on Firestone's preference.

5. Drilling Pipe and other Large Tubulars Loading. Crestone will not load large tubulars between 7:00 pm and 7:00 am Mountain Time.

6. Kugel Landscape Restoration. Crestone will consult with the Town to reduce the Kugel well pad footprint to the extent practicable and to mitigate potential visual effects of the Kugel pad site. A payment for landscaping at the Kugel pad site will be negotiated with and approved by the Town as part of the associated special use permit.

APPENDIX B
COOPERATIVE DEVELOPMENT AREA MAP

[See attached.]



Cooperative Development Area Map

Weld County, Colorado

Legend

-  Crestone Locations
-  Township (PLSS)
-  Section (PLSS)
-  Town of Firestone



APPENDIX C
URBAN GROWTH BOUNDARY

[See attached.]

FIRESTONE BOUNDARY EXHIBIT



LEGEND



TOWN GROWTH PLANNING BOUNDARY
(Area=47.1 square miles)



JAN. 2016 TOWN LIMITS
(Area=14.2 square miles)

APPENDIX D
RIGHT OF WAY PRICING

[See attached.]



Right-of-way Pricing

Summary:

This pricing will be used as a minimum charge for all rights-of-way delegated to staff for review and approval. The new pricing practices accomplish the following:

1. The pricing procedures align with the objective stated in Right-of-way Policy #400-001. That is, *"To accommodate rights-of-way on state trust lands in a manner that minimizes encumbrances while preserving long-term real estate value, protecting natural values, allowing multiple uses and achieving appropriate market based returns".*
2. The right-of-way pricing differentiates between uses that have different impacts on the land.
3. The right-of-way pricing encourages applicants to request the narrowest right-of-way possible to accommodate the desired use.
4. The right-of-way pricing charges for rights-of-way that cross virgin land.

Right-of-way Pricing:

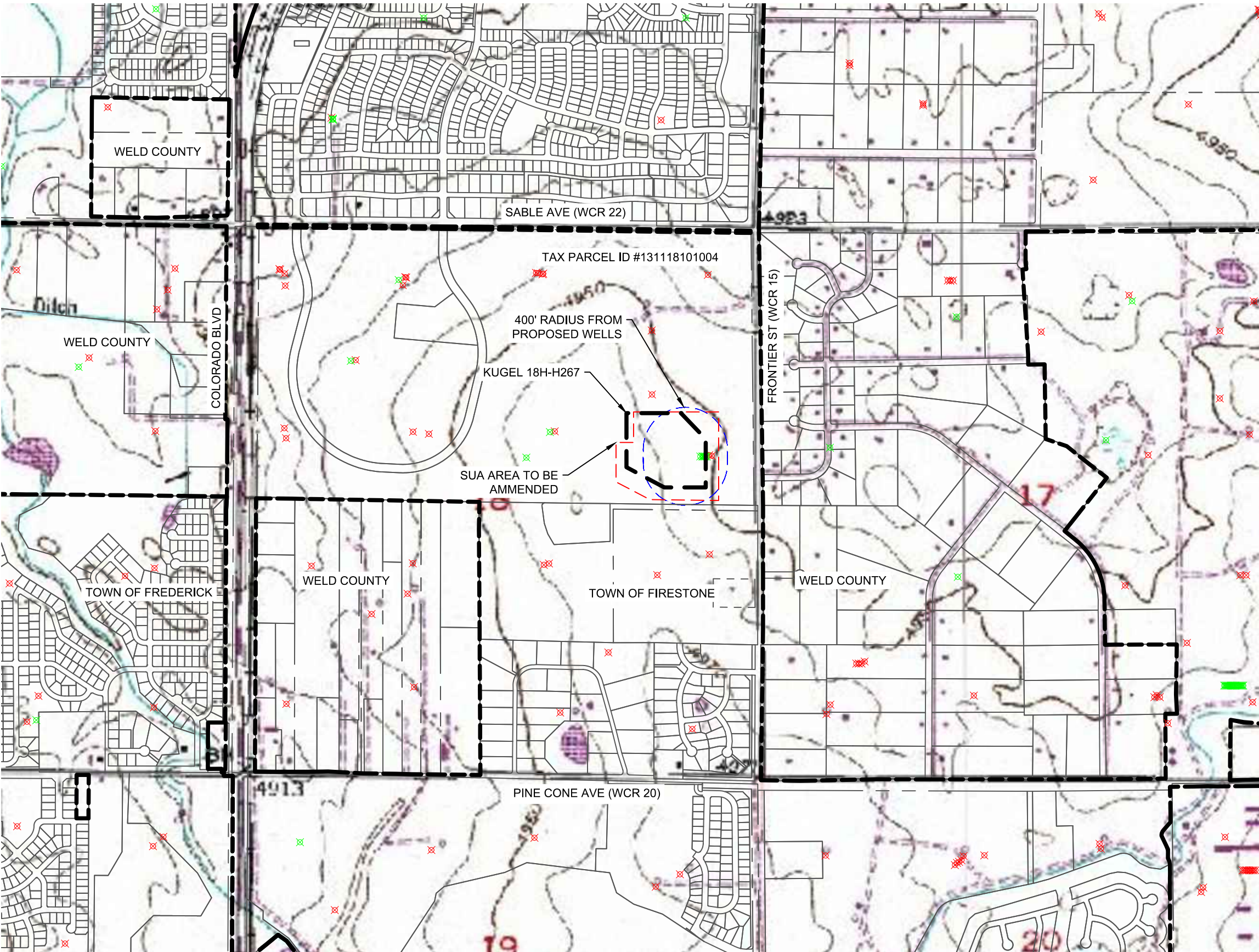
The Colorado State Land Board's (SLB) approach to pricing rights-of-way on state trust land uses a three step process.

1. Determines a value for the proposed right-of-way based on a fixed-value per measure of length using Table 1 below. The standard measure of length used to describe a right-of-way is the rod. A rod is 16.5 feet in length.
2. Calculate the value of the right-of-way based on the estimated market value of the property that will be encumbered.
3. Factor in any other variables unique to the trust land being encumbered. Use the greater of the two values as the consideration charge.
4. The minimum consideration for any right of way is \$5,000.

Table 1: ROW Pricing

Proposed Use	ROW Width in Feet and Consideration Charge per Rod							
	0 to 20	21 to 25	26 to 30	31 to 35	36 to 40	41 to 45	46 to 50	Over 50
Underground Installations	\$ 34.00	\$ 42.50	\$ 51.00	\$ 59.50	\$ 68.00	\$ 76.50	\$ 85.00	Board Decision
Private Roads, Ditches and Canals	\$ 36.00	\$ 45.00	\$ 54.00	\$ 63.00	\$ 72.00	\$ 81.00	\$ 90.00	Board Decision
Public Roads, railroads, reservoirs	Board Decision							
Electric Power Transmission Lines with capacity of 230 Kv or less	\$ 38.00	\$ 47.50	\$ 57.00	\$ 66.50	\$ 76.00	\$ 85.50	\$ 95.00	Board Decision
Electric Power Transmission Lines with capacity greater than 230 Kv	Board Decision							

KUGEL 18H-H267 PAD
SPECIAL USE PERMIT



VICINITY MAP
SCALE: 1" = 1000'



LEGEND

- X = COGCC WELLS (EXISTING)
- X = COGCC WELLS (NOT EXISTING)

SHEET INDEX:

- S1 - COVER SHEET
- S2 - SITE PLAN
- S3 - DETAILS

CONTACTS:

- PROPERTY OWNER: FIRESTONE FINANCE AUTHORITY
151 GRANT AVE
FIRESTONE, CO 805209000
- APPLICANT/OPERATOR: CRESTONE PEAK RESOURCES
1801 CALIFORNIA ST, SUITE 2500
DENVER, CO 80202
- CONSULTANT: ASCENT GEOMATICS SOLUTIONS
8620 WOLFF COURT
WESTMINSTER, CO 80031
(303) 928-7128

GENERAL NOTES:

- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- BASIS OF BEARINGS: THE EAST LINE OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 67 WEST, ASSUMED TO BEAR N 00°50'39" W, BETWEEN A FOUND 2.5" ALUMINUM CAP, ILLEGIBLE AT THE EAST ¼ AND A FOUND 3.25" ALUMINUM CAP, PLS 13155 AT THE NORTHEAST CORNER OF SAID SECTION 18.
- THIS IS NOT A MONUMENTED LAND SURVEY.
- NO TITLE INFORMATION PROVIDED AT THE TIME OF THIS SURVEY. IT IS POSSIBLE THERE ARE RECORDED AND UNRECORDED DOCUMENTS WHICH MAY AFFECT THIS PROPERTY.
- NO WETLANDS DETERMINATIONS WERE MADE THIS DATE.
- NO IMPROVEMENTS, OTHER THAN THOSE SHOWN, WERE LOCATED THIS DATE.
- ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY, OR EASEMENT SHALL CONFORM TO THE TOWN OF FIRESTONE CONSTRUCTION STANDARDS AND SPECIFICATIONS.
- THE VEGETATIVE COVER WITHIN 400 FEET OF THE PROPOSED WELLS IS NATIVE GRASSES.
- THE SITE FENCING SHALL COMPLY WITH MUNICIPAL CODE CHAPTER 15.40.
- CRESTONE PEAK RESOURCES IS RESPONSIBLE FOR OBTAINING ALL REQUIRES PERMITS PRIOR TO COMMENCEMENT OF ANY WORK ON THE PROJECT. CALL UTILITY NOTIFICATION CENTER OF COLORADO AT 1-800-922-1987 FOR UTILITY LOCATES AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION WORK.
- IT IS THE RESPONSIBILITY OF THE DEVELOPER DURING CONSTRUCTION ACTIVITIES TO RESOLVE CONSTRUCTION PROBLEMS DUE TO CHANGED CONDITIONS, OR DESIGN ERRORS ENCOUNTERED BY THE CONTRACTOR DURING THE PROGRESS OF ANY PORTION OF THE PROJECT. IF, IN THE OPINION OF THE TOWN, THE MODIFICATIONS PROPOSED BY THE DEVELOPER, TO THE ACCEPTED PLANS, INVOLVE SIGNIFICANT CHANGES TO THE CHARACTER OF THE WORK, OR TO THE FUTURE CONTIGUOUS PUBLIC OR PRIVATE IMPROVEMENTS, THE DEVELOPER SHALL BE RESPONSIBLE FOR RESUBMITTING THE REVISED PLANS TO THE TOWN OF FIRESTONE FOR ACCEPTANCE PRIOR TO ANY FURTHER CONSTRUCTION RELATED TO THAT PORTION OF THE PROJECT. ANY IMPROVEMENTS NOT CONSTRUCTED IN ACCORDANCE WITH THE ACCEPTED PLANS, OR THE ACCEPTED REVISED PLANS, SHALL BE REMOVED AND RECONSTRUCTED ACCORDING TO THE APPROVED PLAN.
- AREAS OF DISTURBANCE FOR THE SITE SHALL BE RESEEDED WITH NATIVE SEED MIX.
- TANKS, FACILITIES AND STEEL RIMMED BERMS SHALL BE PAINTED PER APPROVED TOWN PAINT COLOR.
- THE GENERAL APPEARANCE OF THE CRESTONE PEAK RESOURCES SITE AND FACILITY MAINTENANCE SHALL BE MANAGED AS PER TOWN AND STATE REQUIREMENTS FOR OIL AND GAS OPERATIONS. THE OPERATOR SHALL ROUTINELY RE-PAINT THE SURFACE FACILITIES, TO ELIMINATE RUST AND SPILL SPOTS ON THE SURFACE FACILITIES.
- THE PROPOSED WELL FACILITY PAD SHALL BE CONSTRUCTED WITH ROAD BASE MATERIAL WHICH IS RESISTANT TO EROSION AND DEGRADATION AND CONFORM TO THE TOWN OF FIRESTONE CONSTRUCTION STANDARDS AND SPECIFICATIONS.
- THE PROPOSED WELL AND FACILITY ACCESS ROADS SHALL COMPLY WITH MUNICIPAL CODE CHAPTER 15.48.170.

NOTE: ASCENT GEOMATICS SOLUTIONS WAS NOT PROVIDED A TITLE REPORT FOR THIS SITE. ALL RECORDED DOCUMENTS REFERENCED ON THESE PLANS WERE DOWNLOADED FROM RESEARCH VIA THE WELD COUNTY CLERK AND RECORDER. ASCENT GEOMATICS SOLUTIONS MAKES NO GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, TO THE COMPLETENESS OF ENCUMBRANCES TO THE SUBJECT PROPERTY.

This plot does not represent a monumented land survey and should not be relied upon to determine boundary lines, property ownership or other property interests. Parcel lines, if depicted have not been field verified and may be based upon publicly available data that also has not been independently verified.

DATA SOURCES:
TOWN MAP, USGS
PARCELS: WELD COUNTY ASSESSOR
MUNICIPAL BOUNDARY: US CENSUS BUREAU

PUBLICLY AVAILABLE DATA SOURCES
HAVE NOT BEEN INDEPENDENTLY
VERIFIED BY ASCENT

PREPARED BY:



Ascent Geomatics Solutions
8620 Wolff Court
Westminster, CO 80031

PREPARED FOR:



CRESTONE PEAK RESOURCES
1801 CALIFORNIA ST
SUITE 2500
DENVER CO 80202

SHEET NAME:

COVER SHEET

SURFACE LOCATION:
SECTION 18, TOWNSHIP 2 NORTH, RANGE 67 WEST
OF THE 6TH MUNICIPAL MERIDIAN
WELD COUNTY, COLORADO

NO.	DATE:	REVISION DESCRIPTION	INT.
1	07-19-18	SITE LAYOUT REVISIONS	CSG
2	01-07-19	TOWN REVIEW COMMENTS	CSG

FIELD DATE:

03-20-2018

DRAWING DATE:

04-23-2018

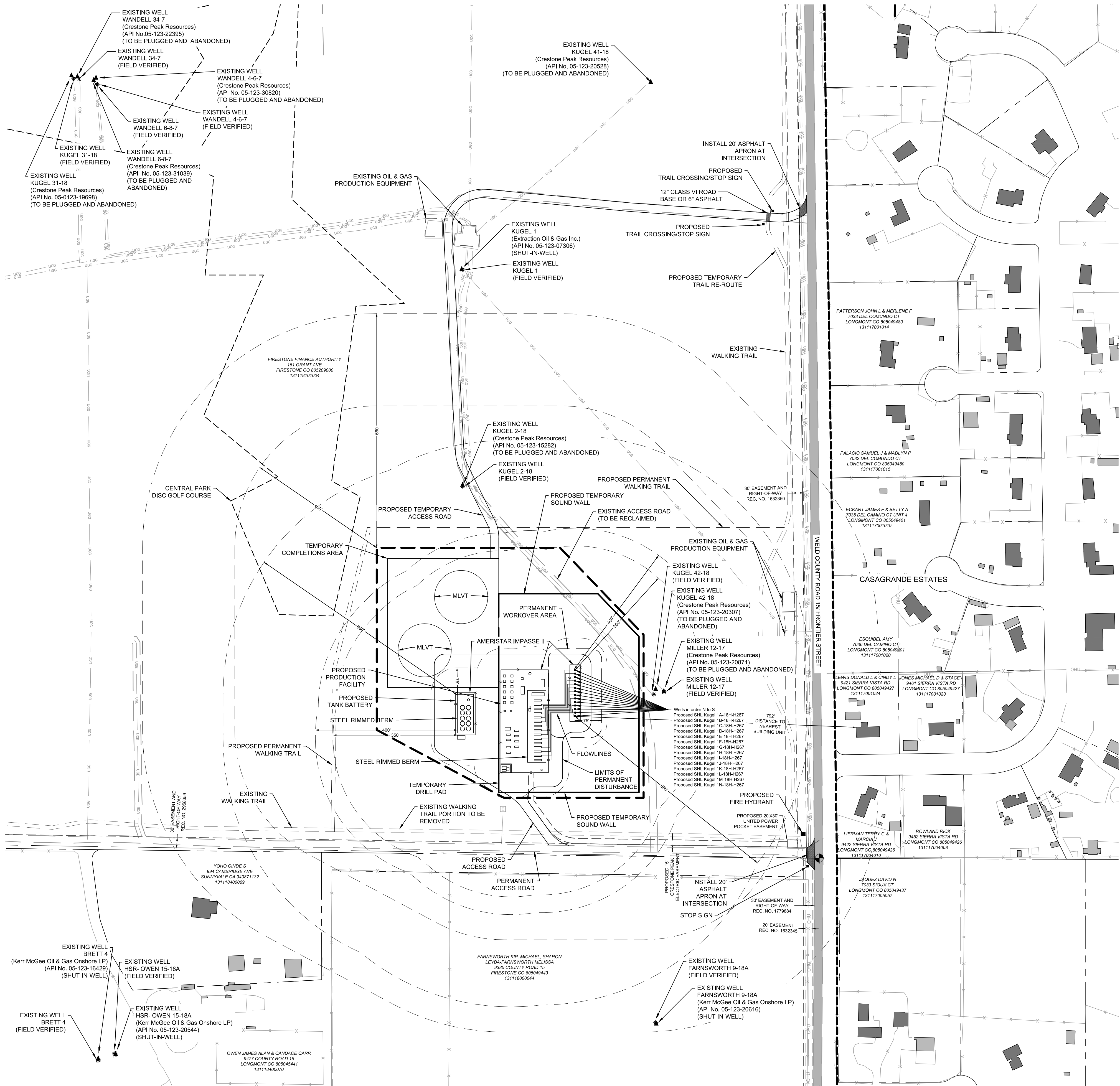
DRAFTED BY:

CSG

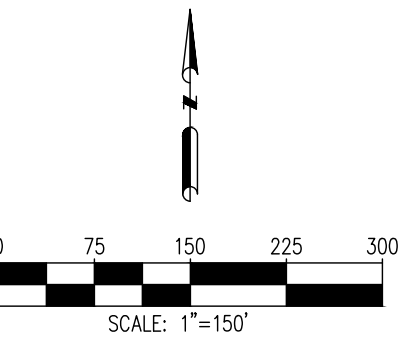
SHEET NO.

S1

KUGEL 18H-H267 PAD
SPECIAL USE PERMIT



- LEGEND**
- = BUILDING UNIT
 - = BUILDING
 - = CONSTRUCTION LIMITS OF DISTURBANCE
 - = SETBACK - PROPOSED OIL & GAS FACILITY
 - = EXISTING FACILITY
 - = EXISTING PAVED ROAD
 - = EXISTING UNDERGROUND GAS LINE
 - = EXISTING UNDERGROUND OIL LINE
 - = EXISTING UNDERGROUND WATER LINE
 - = EXISTING UNDERGROUND ELECTRIC LINE
 - = EXISTING OVERHEAD UTILITY LINE
 - = EXISTING UNDERGROUND TELEPHONE LINE
 - = EDGE OF EASEMENT
 - = PARCEL LINE
 - = MUNICIPAL BOUNDARY
 - = PROPOSED EDGE OF ROAD
 - = EXISTING EDGE OF ROAD
 - = AMERISTAR IMPASSE II
 - = EXISTING FENCE
 - = PROPOSED WELL
 - = EXISTING WELL (FIELD VERIFIED)
 - = EXISTING WELL (COGCC)
 - = EXISTING MONUMENT
 - = EXISTING COMMUNICATION TOWER
 - = PARK BOUNDARY
 - = ASPHALT



Please note that the size & elevation of the proposed equipment is approximate and the actual orientation of the equipment inside the fencing is subject to change.

NOTE: ASCENT GEOMATICS SOLUTIONS WAS NOT PROVIDED A TITLE REPORT FOR THIS SITE. ALL RECORDED DOCUMENTS REFERENCED ON THESE PLANS WERE DOWNLOADED FROM RESEARCH VIA THE WELD COUNTY CLERK AND RECORDER. ASCENT GEOMATICS SOLUTIONS MAKES NO WARRANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, TO THE COMPLETENESS OF ENCUMBRANCES TO THE SUBJECT PROPERTY.

This plot does not represent a monumented land survey and should not be relied upon to determine boundary lines, property ownership or other property interests. Parcel lines, if depicted have not been field verified and may be based upon publicly available data that also has not been independently verified.

DATA SOURCES:
PARCELS: WELD COUNTY ASSESSOR
WELLS: COGCC
MUNICIPAL BOUNDARY: US CENSUS BUREAU

PUBLICLY AVAILABLE DATA SOURCES HAVE NOT BEEN INDEPENDENTLY VERIFIED BY ASCENT.

PREPARED BY:



Ascent Geomatics Solutions
8620 Wolff Court
Westminster, CO 80031

PREPARED FOR:



CRESTONE PEAK RESOURCES
1801 CALIFORNIA ST
SUITE 2500
DENVER CO 80202

SHEET NAME:
SITE PLAN

SURFACE LOCATION:
SECTION 18, TOWNSHIP 2 NORTH, RANGE 87 WEST
OF THE 6TH MERIDIAN
WELD COUNTY, COLORADO

NO.	DATE:	REVISION DESCRIPTION	INT.
1	07-19-18	SITE LAYOUT	CSG
2	01-07-19	TOWN REVIEW COMMENTS	CSG

FIELD DATE:
03-20-2018

DRAWING DATE:
04-23-2018

DRAFTED BY:
CSG

SHEET NO.
S2

TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

NOTICE OF PUBLIC HEARING

IN RE THE COTTONWOOD HOLLOW RESIDENTIAL AND COTTONWOOD HOLLOW COMMERCIAL METROPOLITAN DISTRICTS, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

PUBLIC NOTICE IS HEREBY GIVEN that there has been filed with the Town of Firestone, Colorado (the “Town”), amended and restated service plans (the “Service Plan Amendments”) for the Cottonwood Hollow Residential and Cottonwood Hollow Commercial Metropolitan Districts (the “Districts”).

NOTICE IS HEREBY FURTHER GIVEN that the Town Board of Trustees will hold a public hearing at 7:00 p.m. or soon thereafter, on Thursday, the 13th day of February, 2019, at the Town Hall located at 151 Grant Avenue, Firestone, Colorado 80520 to review the Service Plan Amendments and to form a basis for a resolution approving, disapproving or conditionally approving the Service Plan Amendments.

The Districts’ boundaries are generally described as approximately 196 acres located entirely within the boundaries of the Town east of I-25 at Sable Avenue (WCR22).

The Districts were previously organized as metropolitan districts to finance the construction of certain public improvements for the Cottonwood Hollow residential and commercial developments. The purpose of Service Plan Amendments is to allow the Districts to have potable water authorities, to eliminate the sunset provisions for both Districts, to redefine the purpose and amount of certain regional contribution assessments and to increase the Districts’ bonding capacity based on current projected costs of public improvements. The Districts have the authority to impose mill levies for repayment of debt and for limited administrative, operation and maintenance purposes. The mill levy imposed by the Districts for debt service purposes shall not exceed 55.277 mills, except for Gallagher adjustments permitted by law for the residential District. An additional operations and maintenance mill levy of 10.000 mills is authorized to support the operations and maintenance of Districts’ services and public improvements subject to conditions and limitations set forth in the Service Plan Amendments.

NOTICE IS FURTHER GIVEN that any protests or objections to the proposed Service Plan Amendments must be submitted in writing to the Board of Trustees of the Town at or prior to the hearing, or any continuance or postponement thereof, in order to be considered. All protests and objections to Service Plan Amendments, as proposed, shall be deemed waived unless presented in writing at the time and manner specified above.

BY ORDER OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE.

Publish on: Thursday, January 24, 2019
Publish in: Longmont Daily Times-Call

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.a.

Discussion/Action

Meeting Date: February 27, 2019

Initiated By: AJ Krieger, Julie Pasillas

Dept: Administration

AGENDA TITLE

Proposal from Halcyon Design for Preliminary Design of Public Works Addition

SUMMARY

Attached is a proposal from Halcyon Design for professional services to perform the preliminary design exploration process of the Public Works building addition.

HISTORY AND PREVIOUS BOARD ACTION

At the January 23, 2019 Board meeting, staff presented Resolution 19-06, a resolution approving a financial advisory services engagement agreement for a Town of Firestone lease-purchase agreement and issuance of certificates of participation for the Town Hall and Public Works expansions.

RECOMMENDATION

Staff recommends the Board of Trustees approve the design services proposal from Halcyon Design to perform the Preliminary Design of the Public Works addition for a lump sum fee amount of \$9,280.00.

ALTERNATIVES

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

ATTACHMENTS

1. Firestone PW Proposal-Preliminary Design

FINANCIAL CONSIDERATIONS

The proposal is for an amount of \$9,280.00 for Preliminary Design of the Public Works addition will be paid from of the Facilities Impact Fee Fund.



February 20, 2019

A.J. Krieger
Interim Town Manager
Town of Firestone
151 Grant Ave.
Firestone, CO 80504

Re: #1907 Firestone Public Works Addition – PD

Mr Krieger:

The following is a Scope of Work for Professional Services to perform the Preliminary Design (PD) exploration process of the public works building addition and possible remodel project. The existing building at 7500 WCR 20 consists of an approximately 12,250 s.f. single story office building. The Town of Firestone has currently adopted the 2012 I-Codes, 2009 IECC and Title 15 Amendments. The Architect will explore layout options for a proposed 12,000 s.f. addition as regards new interior space, and location in relation to existing building and site features.

Paper copies of design iterations will be provided at each meeting, with pdf copies provided via email afterward. Design comments will also be accepted between meetings via email. An outline scope of work for this phase is as follows:

Preliminary Design (PD) Phase

- Site review to document pertinent existing building and site features;
- Design charrette with stakeholders to explore space needs and layout options;
- Create up to five (5) floor plan iterations of design program;
- Create up to three (3) site plan layouts with parking expansion options;
- Three (3) design review meetings with Client;
- Create building exterior character elevations to study materials, features and massing;
- Preliminary code analysis to identify code issues;
- Preliminary cost estimate by building professional to identify project budget range;
- Present Preliminary Design to Board of Trustees;

Professional Services will be provided by Halcyon Design for this phase of the project at the fixed fee of \$9,280. Work will be invoiced at the end of each month, payable within Thirty (30) days.

After completion of the Preliminary Design phase, proposals for Design Development (DD), Construction Document (CD), and Contract Administration (CA) phases of work will be provided upon request. Future proposals will include testing and engineering design service as requested, and as necessary to the project.

Expenses included in proposed fee are:

- Mileage to/from project site;
- Digital photos required for design;
- Drawing reproductions outlined in scope above.

Expenses not included in fee are:

- Courier and postal services;
- Printed photos;
- Expense of reproductions beyond those mentioned above;
- Application Fees or Fees paid to regulatory agencies;
- Opinions of probable cost estimates;
- Consulting, Engineering, Surveying or related services not described in this scope and provided by Others;
- Any task not specifically described above.

These expenses are in addition to the professional design services and will be reimbursed monthly at 1.10 (110%) times the actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project. Additional expenses will be billed only when work has been pre-approved by Client in a meeting or via email.

Thank you for the opportunity of presenting this agreement for professional services. If this scope of service is acceptable, please sign a copy of this letter, and return for our file. We are available to begin work on this project within two weeks of receipt of signed agreement.

Respectfully,

 Kelly Deitman
2019.02.20
17:47:01 -07'00'

Kelly C. Deitman, AIA, NCARB, LEED AP, President
Halcyon Design LLC
PO Box 30, Frederick, CO 80530
8310 Colorado Blvd, #650
Firestone, CO 80504
303.906.2617 (mobile)
kelly@halcyonarch.com

A.J. Krieger, Interim Town Manager

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.b.

Discussion/Action

Meeting Date: February 27, 2019

Initiated By: Julie Pasillas

Dept: Public Works/ Parks & Rec

AGENDA TITLE

Resolution 19-13: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN STURGEON ELECTRIC COMPANY, INC., AND THE TOWN OF FIRESTONE

SUMMARY

The attached agreement between Sturgeon Electric Company, Inc. and the Town of Firestone is for permanent repair of the power supply at the intersection of Firestone Blvd and Jake Jabs Blvd. This repair will include boring of 2 new 3" conduits, rewiring affected sections of the intersection and associated concrete work.

HISTORY AND PREVIOUS BOARD ACTION

Over the past few weeks Town, staff and Sturgeon Electric have been on site to diagnosing traffic control issues at the intersection of Firestone Blvd and Jake Jabs Blvd. During this process it was determined that there is a loss of power supply downstream from the point of service connection. During further investigation, Sturgeon Electric discovered that a temporary repair previously attempted at this site and was now failing and contributing to the loss of power supply to the North and West bound traffic signals. Sturgeon Electric determined that the electrical line that is housed in a conduit running South to North under Firestone Blvd had been damaged at some point in the past. This damage has allowed water to enter the conduit and freeze, preventing the proper repair of the power supply issue.

RECOMMENDATION

With the nature of this traffic control issues caused at this intersection, the Interim Town Manager authorized Sturgeon Electric to proceed with permanent repair and staff is before the Board recommending the approval of Resolution 19-13 to finalize the process to repair the power supply.

ALTERNATIVES

None at this time

ATTACHMENTS

1. Res 19-13 Sturgeon Electric Repair Agmt
2. Sturgeon Electric Proposal to Firestone-Conduits

FINANCIAL CONSIDERATIONS

The agreement is for an amount of \$23,150.00 for boring of 2 new 3" conduits, rewiring affected sections of the intersection and associated concrete work, will be paid from of the Public Works - Streets fund.

RESOLUTION NO. 19-13

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AGREEMENT
BETWEEN STURGEON ELECTRIC COMPANY, INC., AND THE
TOWN OF FIRESTONE**

WHEREAS, the power source for the signalized intersection at Jake Jabs Boulevard and Firestone Boulevard has been damaged and though temporary repairs have been made there is an immediate public safety need to permanently repair the power source; and

WHEREAS, in recognition of such need the Town Manager, on February 12, 2019, authorized Sturgeon Electric to commence work on permanently repairing the power source, which work will include, the boring and installation of conduit, rewiring of affected parts of the intersection, and associated concrete work, for a total cost of \$23,150.00; and

WHEREAS, Sturgeon Electric has the experience and expertise to perform such work;
and

WHEREAS, the Board of Trustees finds such work is immediately necessary to ensure the public health, safety and welfare.

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

The Agreement between the Town of Firestone and Sturgeon Electric Company, Inc., is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to countersign the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 27th day of February, 2019.

TOWN OF FIRESTONE, COLORADO

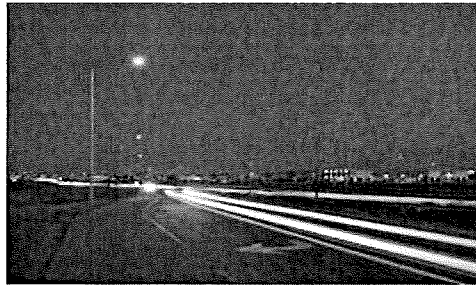
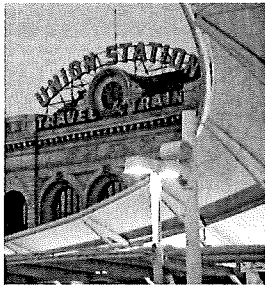
Bobbi Sindelar, Mayor

ATTEST:

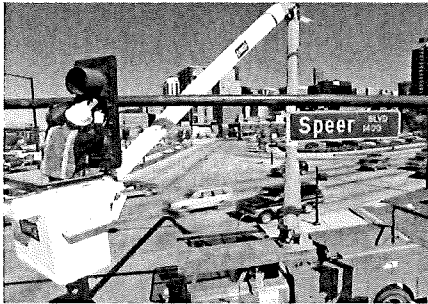
Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

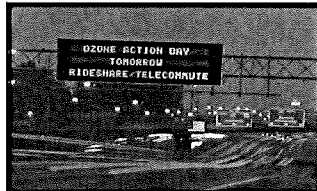


Sturgeon
ELECTRIC

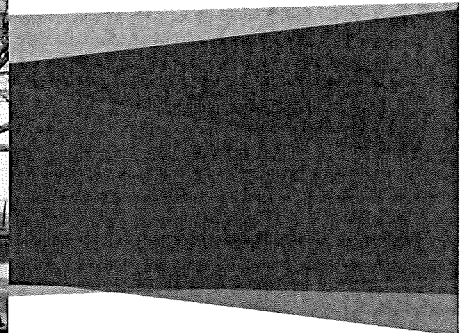
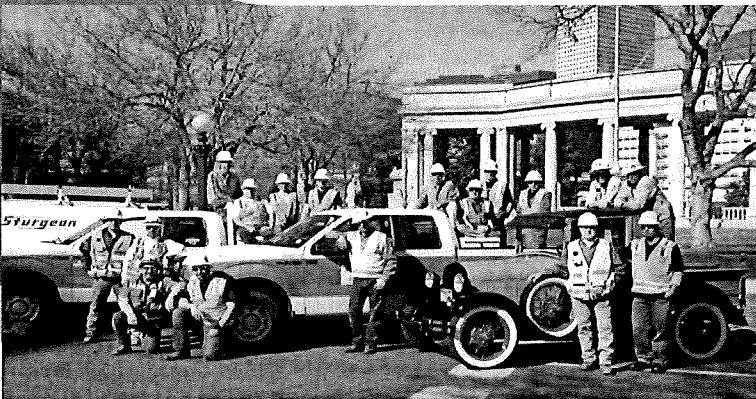
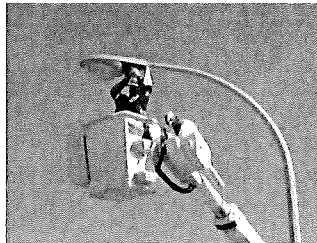


PROPOSAL FOR:
Town of Firestone: Firestone
and Jake Jabs

PRESENTED TO:
Julie Pasilas
8308 Colorado Boulevard
Suite 200
Firestone, CO 80504



Bid Date:
February 4, 2019





UNIT PRICE PROPOSAL

12150 E 112th Ave, Henderson, CO 80640

Attention: Julie Pasillas

Estimator: Nick Hadley

Project Name: Town of Firestone: Firestone and Jake Jabs

Email: nhadley@mygroup.com

Project Number: 841537

Cell Phone: 303-775-9238

Bid Date: 2/4/2019

Item Number	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	Trouble Shoot Signal (Hours to date)	50.00	EA	\$85.00	\$4,250.00
2	Bore Shots- 2-3" of East leg	150.00	LF	\$40.00	\$6,000.00
3	Concrete Removal and Restoration around ADA Ramp SE Corner and Panel	1.00	LS	\$4,300.00	\$4,300.00
4	Traffic Control	1.00	EA	\$3,100.00	\$3,100.00
5	Rewire Affected Legs of Intersection	1.00		\$5,500.00	\$5,500.00
0					

*** Work scope bore 2-3" conduits on the East leg. Remove concrete around pullboxes to tie the new shots in and pour the concrete back. Then we will rewire the affected legs of the intersection**

Project Total \$29,150.00

We are pleased to quote on the above listed project.

Please see attached Scope Letter for inclusions and Exclusions.

This proposal is based on entering into a subcontract in a form mutually satisfactory to both parties.
(i.e. AIA 1987 Subcontract Agreement.) Payments & retainage as per Colorado law CRA 24-91-105.

UTC



Scope Letter

Town of Firestone: Firestone and Jake Jabs Firestone, CO

INCLUSIONS, QUALIFICATIONS, EXCLUSIONS AND ACCEPTANCE:

Thank you for the opportunity to present you a proposal for work on the above referenced project. Our proposal includes the electrical work itemized above, with the following Inclusions, qualifications and exclusions. If the scope of work you would like us to quote on differs from the work described above, please let us know so that our proposal can be modified accordingly.

Inclusions:

1. Performance and payment bond.
2. Plans dated Month, Day, Year (Project Special Provisions Included / not Included).
3. Addendum's / revisions acknowledged (0)

Qualifications:

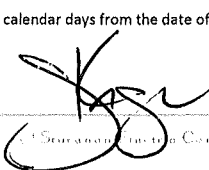
1. *** Work scope bore 2-3" conduits on the East leg. Remove concrete around pullboxes to tie the new shots in and pour the concrete back. Then we will rewire the affected legs of the intersection**
2. The Unit Prices quoted include material, equipment, reasonably anticipated labor and applicable taxes.
3. The Unit Prices include the cost of the premiums for performance and payment bonds ONLY if expressly stated above.
4. Delivery of electrical equipment is typically 4 - 6 weeks after return of approved submittals.
5. Delivery of traffic signal equipment is typically 6 - 10 weeks after return of approved submittals.
6. *** Work scope bore 2-3" conduits on the East leg. Remove concrete around pullboxes to tie the new shots in and pour the concrete back. Then we will rewire the affected legs of the intersection
7. The schedule for our work shall take into account the above identified delivery times, or the actual delivery times for specified materials and equipment, and shall include a reasonable amount of time for us to complete our work after receipt of the required materials and equipment.
8. Our proposal is conditioned on entering into a subcontract with terms and conditions similar to and consistent with the AGC/ASA/ASC Standard Form Construction Subcontract - AGC Document No. 640-1994.
9. Prior to our commencement of our Work, you will notify us in writing of any existing hazardous materials known or suspected by you or the Owner, on or about the Project. We will not be required to perform work that involves exposure to hazardous materials or substances. If we encounter hazardous materials or substances not placed on the Project by our operations, they will be abated or otherwise remedied before we will proceed with the balance of our Work.
10. General Contractor shall provide an adequate safe staging & storing area within the project limits.
11. Traffic signal poles shall conform to the latest CDOT specifications. (i.e. - Galvanized finish only with a 40' luminaire mounting height)
12. Right of Way staking & B.O.C markings will be required by GC, in order to field place all equipment.

Exclusions:

1. Unit prices include no overtime and/or shift work for escalation of schedule.
2. All cutting, removal & patching of concrete and/or asphalt are excluded.
3. Landscape removal &/or restoration.
4. Surveying.
5. Pavement markings. (Installation & removal)
6. Temporary wiring for construction trailers and/or yards.
7. Project signage and supports.
8. Permits other than electrical.
9. Local electric utility fees.
10. Erosion control / Storm water management / Dewatering.
11. Potholing & permanent pothole patching.
12. All handling, splicing, & testing of fiber optic cable & / or devices.
13. Onsite portable restroom facility.
14. Temporary traffic signal installation, resetting of temp signal equipment & removal of temp signal equipment.
15. All quality control sampling & testing.
16. Railroad Insurance and railroad flagging.

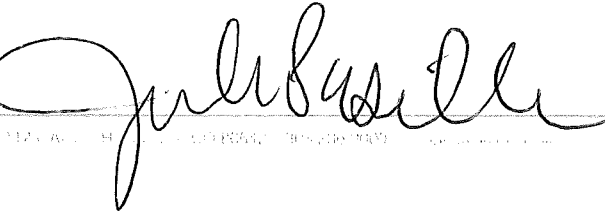
Acceptance:

1. This proposal price is valid for 30 calendar days from the date of this proposal.

BY:  Kyle

FOR: Sturgeon Electric Company, Inc., 1100 E. 11th Ave., Suite 100, Firestone, CO 80439

2/12/19

 Julie Basille 2/12/19

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.c.

Discussion/Action

Meeting Date: February 27, 2019

Initiated By: Julie Pasillas

Dept: Public Works/ Parks & Rec

AGENDA TITLE

Annual Major Preventative Maintenance for Traffic Signals Proposal with Sturgeon Electric Company, Inc.

SUMMARY

The attached agreement between Sturgeon Electric Company, Inc. and the Town of Firestone is for major preventative maintenance of the traffic signals in Firestone.

HISTORY AND PREVIOUS BOARD ACTION

In 2018, the Public Works Department had an identical agreement for major preventative maintenance for the traffic signals in Firestone.

RECOMMENDATION

Staff recommends the Board of Trustees approve the proposal from Sturgeon Electric Company, Inc. to perform the annual major preventative maintenance of traffic signals in Firestone.

ALTERNATIVES

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

ATTACHMENTS

1. 2019 Sturgeon Electric Annual Major Preventative Maintenance Proposal

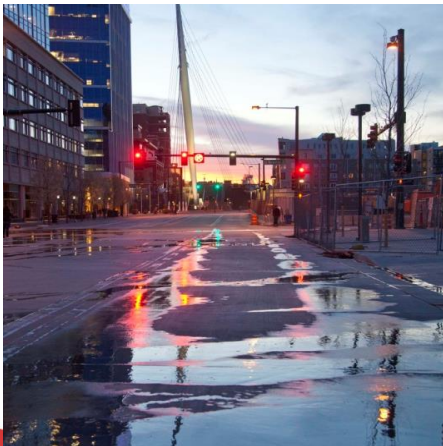
FINANCIAL CONSIDERATIONS

The agreement is for an amount of \$7,424.00 and will be paid from of the Public Works - Streets fund.

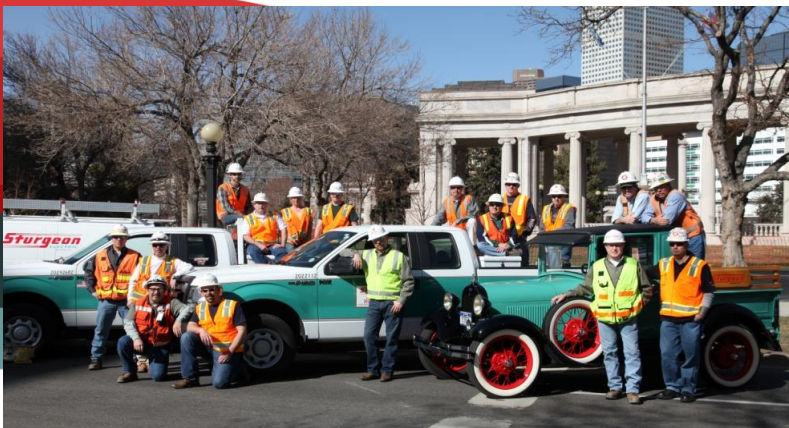


PROPOSAL FOR:
Town of Firestone:
Preventative Maintenance

PRESENTED TO:
Julie Pasilas
8308 Colorado Boulevard
Suite 200
Firestone, CO 80504



Bid Date:
February 4, 2019





UNIT PRICE PROPOSAL

12150 E 112th Ave, Henderson, CO 80640

Attention: Julie Pasilas

Estimator: Nick Hadley

Project Name: Town of Firestone: Preventative Maintenance

Email: nhadley@myrgroup.com

Project Number: 841537

Cell Phone: 303-775-9238

Bid Date: 2/4/2019

Item Number	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	Major Preventative Maintenance for Traffic Signals (Annual)	8.00	EA	\$928.00	\$7,424.00

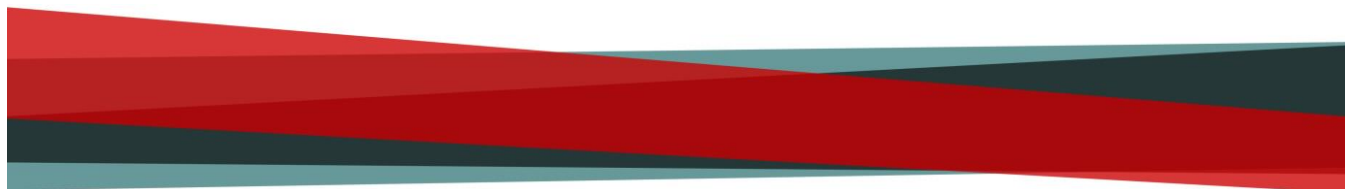
*** Work scope per Preventive Maintenance sheet attached**

Project Total

We are pleased to quote on the above listed project.

Please see attached Scope Letter for Inclusions and Exclusions.

This proposal is based on entering into a subcontract in a form mutually satisfactory to both parties.
(i.e.AIA 1987 Subcontract Agreement.) Payments & retainage as per Colorado law CRA 24-91-105.





Scope Letter

Town of Firestone: Preventative Maintenance Firestone, CO

INCLUSIONS, QUALIFICATIONS, EXCLUSIONS AND ACCEPTANCE:

Thank you for the opportunity to present you a proposal for work on the above referenced project. Our proposal includes the electrical work itemized above, with the following inclusions, qualifications and exclusions. If the scope of work you would like us to quote on differs from the work described above, please let us know so that our proposal can be modified accordingly.

Inclusions:

1. Performance and payment bond.
2. Plans dated Month, Day, Year (Project Special Provisions included / not included).
3. Addendum's / revisions acknowledged (0)

Qualifications:

1. *** Work scope per Preventive Maintenance sheet attached**
2. The Unit Prices quoted include material, equipment, reasonably anticipated labor and applicable taxes.
3. The Unit Prices include the cost of the premiums for performance and payment bonds ONLY if expressly stated above.
4. Delivery of electrical equipment is typically 4 - 6 weeks after return of approved submittals.
5. Delivery of traffic signal equipment is typically 6 - 10 weeks after return of approved submittals.
6. Delivery of signal poles is typically 12 - 16 weeks after return of approved submittals.
7. The schedule for our work shall take into account the above identified delivery times, or the actual delivery times for specified materials and equipment, and shall include a reasonable amount of time for us to complete our work after receipt of the required materials and equipment.
8. Our proposal is conditioned on entering into a subcontract with terms and conditions similar to and consistent with the AGC/ASA/ASC Standard Form Construction Subcontract - AGC Document No. 640-1994.
9. Prior to our commencement of our Work, you will notify us in writing of any existing hazardous materials known or suspected by you or the Owner, on or about the Project. We will not be required to perform work that involves exposure to hazardous materials or substances. If we encounter hazardous materials or substances not placed on the Project by our operations, they will be abated or otherwise remedied before we will proceed with the balance of our Work.
10. General Contractor shall provide an adequate safe staging & storing area within the project limits.
11. Traffic signal poles shall conform to the latest CDOT specifications. (i.e. - Galvanized finish only with a 40' luminaire mounting height)
12. Right of Way staking & B.O.C markings will be required by GC, in order to field place all equipment.

Exclusions:

1. Unit prices include no overtime and/or shift work for escalation of schedule.
2. All cutting, removal & patching of concrete and/or asphalt are excluded.
3. Landscape removal &/or restoration.
4. Surveying.
5. Pavement markings. (installation & removal)
6. Temporary wiring for construction trailers and/or yards.
7. Traffic control, UTC, devices, and flagging.
8. Project signage and supports.
9. Permits other than electrical.
10. Local electric utility fees.
11. Erosion control / Storm water management / Dewatering.
12. Potholing & permanent pothole patching.
13. All handling, splicing, & testing of fiber optic cable & / or devices.
14. Onsite portable restroom facility.
15. Temporary traffic signal installation, resetting of temp signal equipment & removal of temp signal equipment.
16. All quality control sampling & testing.
17. Railroad Insurance and railroad flagging.

Acceptance:

1. This proposal price is valid for 30 calendar days from the date of this proposal.



Preventive Maintenance Check Off List

	Intersection:		
	Major/Minor:		
	Date Completed:		
Clear Form	Major PM	Minor PM	
MAJOR AND MINOR TASKS			Comments
CABINET			
Check & Treat Locks & Hinges			
Replace Cabinet Filter			
Check Door Seals Weather Stripping			
Check for Water Accumulation to Identify Leaks			
Remove Signs/Tape & Clean Graffiti off Cabinet			
Clean Inside Cabinet Including Power & Back Panel			
Check Fan Temperature for 77 Degrees Setting			
Check all Connections, Cables & Wiring to Ensure Proper Connections			
Check all Equipment to Ensure Secure Fit in Sockets			
Check Operation of Video/Thermal and Loop Detection to Verify Proper Operation			
Test Opticom Operation & Log Activation Distances			Date(s):
			NB:
			SB:
			EB:
			WB:
Exchange MMU or Conflict monitor w/ Bench Tested Unit			Date:
Verify Proper Flash Operation During MMU/ Conflict Monitor Exchange			
Check Cabinet Base Seal			
Record Date and Time in Log Book			
FIELD EQUIPMENT			
Test Pushbuttons - Verify Proper Operation			
Check Condition of Pedestrian Pushbutton Signs			
Remove Signs/Tape off Signal Poles			
Check all Pull Boxes at Intersection on Corners			
Check Loops and Loop Valves in Roadway			
Check Visually for Damage to Any Equipment for Intersection			
Check LEDs and Visors if Out or Broken			
MAJOR PM ADDITIONAL TASKS			
Check All Signal Equipment for Damage (including Signal Heads, Backplates, Cameras, Opticom, Signs, Poles, Mast Arms, etc.)			
Visually Inspect for Exposed or Deteriorating Wiring in Astro Brac Lower Arm/Post, and Other Equipment			
Check Advance Loop Pull Boxes			
Check Integrity of Splices & Color Code Tape - Replace if Needed			
Clean All LEDs, Cameras, and Opticom with Water & Clean Rags			Date:

Notes:

Traffic Tech Name:

Intersection-

Cabinet-

SEC Pole-

SEC Pull box-

SWC Pole-

SWC Pull box-

NWC Pole-

NWC Pull box-

NEC Pole-

NEC Pull box-

Intersection/Field observations-

West Median -

East Median -

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.d.

Discussion/Action

Meeting Date: February 27, 2019

Initiated By: Julie Pasillas

Dept: Community Resources

AGENDA TITLE

Resolution 19-14: A RESOLUTION APPROVING PURCHASING OF VEHICLES AND EQUIPMENT FOR THE COMMUNITY RESOURCES AND PUBLIC WORKS DEPARTMENTS

SUMMARY

The Community Resource and Public Works Departments are requesting formal approval to proceed with the purchase of vehicles, equipment and software. The requested items were identified as top priority by the departments.

Streets is requesting two Stainless Steel V-Box spreaders to replace the two existing spreaders that have come to the end of useful life. This replacement will prevent further costly repairs and loss of snow mitigation materials.

Streets is requesting new radios to replace the existing radios at all 10 locations, where the current radios are starting to fail and are no longer supported, since the new FCC regulation change in 2018. Currently with the failure of a few locations, communication from the field to the Public Works building is no longer available.

Streets, Parks, Water and Stormwater are requesting replacement of the current tank and retired vehicle. This new tank truck will be used to provide water to trees, concrete projects, flushing, and dust control for these departments.

Parks is requesting the replacement of three utility trailers that have been taken out of service due to mechanical issues that are too costly to repair because of the age of the existing trailers.

Parks is requesting to purchase the RotoMaster blade sharpener. Currently the Parks have ten mowers equipped with 40+ blades that need to be sharpened regularly to prevent damage to turf. In the processing of sharpening blades, this equipment also balances the blades. Blades need to be balanced to prevent unneeded wear and tear to the mowers.

Parks is requesting to purchase the Toro Workman tank and sprayer attachment. Currently Parks has tank that hold 60 gallons of material supplying a 5' sprayer. They are constantly spending time refilling the tank due to the size and the 5' sprayer smaller application coverage during material application. The 150-gallon tank and 20" sprayer will reduce the refill time and increase coverage during material application. This will save staff time and wear and tear of the Toro Workman equipment.

Parks is requesting to purchase the Toro Workman edger attachment. Currently Parks has a walk behind edger that is used at all parks and trails maintained by the Town. The walk behind edger is sufficient for park use. The amount of time spend to edge the Firestone trail with the walk behind edger is a week, with the Toro Workman edger attachment this time will be reduced to a day.

Water is requesting to purchase the upgrade of the SCADA software. The current version of the software will no longer be supported after 2019. Water is also requesting the replacement of the processors in the field. Currently the processors are 10+ old and are having communication issue resulting in faulty alarms.

HISTORY AND PREVIOUS BOARD ACTION

At the works session on January 16, 2019, staff presented a list of identified items that were needed for the Community Resource and Public Works Departments.

RECOMMENDATION

Staff recommends that the Board approve Resolution 19-14 a resolution approving purchase of vehicles, equipment and software for the Community Resource and Public Works Departments.

ALTERNATIVES

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

ATTACHMENTS

1. Resolution 19-14 CRD and PWD Purchases

FINANCIAL CONSIDERATIONS

The resolution includes an amount not to exceed \$175,000.00 for the purchase of vehicles, equipment and software. Sufficient funds are available in the General-Public Works fund

RESOLUTION NO. 19-14

A RESOLUTION APPROVING PURCHASING OF VEHICLES AND EQUIPMENT FOR THE COMMUNITY RESOURCES AND PUBLIC WORKS DEPARTMENTS

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”) and Public Works Department (“PWD”) for the purpose of providing services for the Town related to Parks, Streets, Water and Stormwater; and

WHEREAS, CRD and PWD will purchase the vehicles, equipment and software identified below for an amount not to exceed \$175,000.00; and

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

- 2003 Freightliner FL 60 \$50,000.00
- 2019 Diamond T Utility Trailer Qty 3 \$5,000.00/each
- RotoMaster 4000 Blade Sharpener \$7,000.00
- Toro Workman Edger Attachment \$4,000.00
- Toro Workman Tank and Sprayer Attachment \$9,500.00
- Stainless Steel V-Box Spreaders Qty 2 \$29,000.00/each
- SCADA Iconics 64 software upgrade \$5,500.00
- SCADAPack 350 RTU equipment \$5,000.00
- Encom 8.5 Ghz Broadband Radios \$21,000.00

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 27th day of February, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.e.

Discussion/Action

Meeting Date: February 27, 2019

Initiated By:

Dept: Council & Board

AGENDA TITLE

Appointment of Alexandra Kim to the Finance Committee and Emily Kuhn to the Cultural Committee

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.f.

Discussion/Action

Meeting Date: February 27, 2019

Initiated By: William Hayashi

Dept: Legal

AGENDA TITLE

Ordinance 949: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND RE-ENACTING SECTION 2.12.030 OF THE TOWN MANAGER'S RESPONSIBILITIES AND DUTIES

SUMMARY

In accordance with State Statute, the Town Manager has broad administrative responsibilities and duties. However, over time Sec 2.12.030 of the Firestone Municipal Code ("Code"), which sets forth the Town Manager's responsibilities and duties has been amended to narrow the Town Manager's responsibilities and duties.

HISTORY AND PREVIOUS BOARD ACTION

See Above

RECOMMENDATION

To correct the matter and thus ensure compliance with State Statute Sec 2.12.030 has been replaced and reenacted in the Attached Ordinance to broaden the Town Manager's responsibilities and duties.

ALTERNATIVES

Give Staff further direction

ATTACHMENTS

1. 8f - Ord 949 - Town Manager Responsibilities Amend Ord

FINANCIAL CONSIDERATIONS

N/A

ORDINANCE NO. 949

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, REPEALING AND RE-ENACTING SECTION 2.12.030
OF THE FIRESTONE MUNICIPAL CODE REGARDING THE TOWN
MANAGER' S RESPONSIBILITIES AND DUTIES

WHEREAS, the Town Board desires to ensure that the duties of the Town Manager are broadly set forth to encompass all of the Manager's responsibilities and set forth in accordance with state statute.

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

Section 1. Section 2.12.030 – Responsibilities and duties, of the Firestone Municipal Code is repealed and re-enacted in its entirety to provide:¹

- A. ~~The Town Manager shall be the chief administrative officer of the Town and shall be responsible for administration of the matters placed in the charge of the Town Manager by the Board of Trustees.~~
- B. ~~The Town Manager's duties and responsibilities shall include, without limitation, the following:~~
 - 1. ~~Perform supervisory and professional work in the development of intergovernmental relations, planning and development, engineering, building inspection, capital projects, legislative compliance and economic development, consistent with the goals and objectives of the Board of Trustees.~~
 - 2. ~~Provide oversight and guidance of branches of Town governance and monitor contract staff as depicted in the adopted organizational chart.~~
 - 3. ~~Ensure smooth implementation of all Town policies in the areas of economic development, planning and development, engineering and inspection with regard to the duties of the Town staff.~~
 - 4. ~~Assess governmental operations to ensure compliance with federal, state, county and local legislative requirements regarding economic development, land use planning and development, engineering and inspection, and bring policy recommendations regarding the same before the Board of Trustees.~~
 - 5. ~~Manage land use planning and development activities with other municipalities and state and regional agencies.~~
 - 6. ~~Promote the development and negotiation of intergovernmental agreements or other cooperative agreements with both public and private entities.~~
 - 7. ~~Confer and coordinate with community leaders and groups on a wide range of issues that are established as goals and objectives of the Board of Trustees.~~
 - 8. ~~Manage the activities of any urban redevelopment authority or financing authority of the Town.~~
 - 9. ~~Cause to be prepared and submitted to the Board of Trustees, no later than October 15 of each year, a proposed budget for the Town for the next fiscal year. Review and authorize operating expenditures of the Town within the defined parameters of the budget and adopted Town purchasing policies. Inform the Board of Trustees of financial status and potential needs for appropriate budgetary adjustments under the direction of the Board of~~

¹ Additions to the current text of the Code are indicated by underlining, and deletions are indicated by ~~strikethrough~~.

Trustees.

10. — Develop and implement strategies, policies and procedures to advance the goals and objectives of the Board of Trustees and various departments.
11. — Promulgate changes to the policies contained in the employee handbook adopted by the Board of Trustees, subject to Board oversight.
12. — See that the ordinances of the Town and the applicable laws of the state are enforced and that the policies and procedures of the Town are followed.
13. — Make recommendations to the Board of Trustees concerning the affairs of the Town.
14. — Perform such other duties and responsibilities as required by the position description and any ordinance, resolution or motion of the Board of Trustees.

A. The Town Manager shall be the chief administrative officer of the Town and responsible to the Board of Trustees for the proper administration of all affairs of the Town placed in the Manager's charge. In fulfillment of such, the Town Manager shall:

1. Provide for the enforcement of the laws, rules, regulations, ordinances and other enactments of the Town;
2. Be responsible for the efficient operation of the administrative affairs of the Town, which includes, but is not limited to, — supervision of all Town departments and oversight of the Town's intergovernmental, lease purchase, development, economic incentive and franchise agreements and authorities;
3. Provide recommendations to the Board of Trustees regarding any necessary or beneficial administrative restructuring or reorganization;
4. Provide for the hiring of employees based upon their ability, training and experience and the assignment, promotion, supervision, training, discipline, and removal of Town employees;
5. Establish, subject to the approval of the Board of Trustees personnel rules and regulations for the Town's employees;
7. Cause an annual budget to be prepared and submitted to the Board of Trustees, and oversee administration of the adopted budget in accordance with generally accepted principles;
8. Cause to be prepared and submitted to the Board of Trustees, at the end of each fiscal year, a report on the Town's finances and administrative activities;
9. Regularly advise the Board of Trustees as to the financial condition and future needs of the Town;
10. Attend Board of Trustees meetings and participate in discussions with the Board of Trustees in an advisory capacity and assist the Board of Trustees in implementing its policies, procedures, goals and objectives; and
11. Perform other such duties as prescribed by the Code or as required by the Board of Trustees and not inconsistent with this chapter.

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

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

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN

| FULL this 27th day of February, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO **FORM**:

William P. Hayashi, Town Attorney

Comment [LV1]: