



BOARD OF TRUSTEES
REGULAR MEETING AGENDA

April 24, 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 April 10, 2019 BOT Regular Meeting Minutes
 - 5.b.** Summary of Cash and Investments for March
 - 5.c.** Ramland Water Line Replacement Construction - Payment Application No.1
 - 5.d.** Firestone Police Station Geotechnical Engineering Services Contract Third Amendment
 - 5.e.** **Resolution 19-34**: A RESOLUTION APPROVING A CONTRACT WITH NORTHERN LIGHTS EXTERIORS FOR REPAIRS TO PUBLIC WORKS ROOF
- 6. Proclamation**
 - 6.a.** Kids to Park Day Proclamation
- 7. Presentation**
 - 7.a.** Frederick FBLA - National Leadership Conference
 - 7.b.** Lobbyist - Update
 - 7.c.** Police Department Promotions and Recognitions
 - 7.d.** Anfeald Quarterly Report

* 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.

8. Public Hearing

- 8.a. **Resolution 19-32**: A RESOLUTION APPROVING A FINAL PLAT FOR FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 1.

9. Discussion/Action

- 9.a. **RESOLUTION NO.19-17**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE APPROVING THE ST. VRAIN WATER AUTHORITY ESTABLISHING CONTRACT BY AND BETWEEN THE TOWN OF FIRESTONE AND THE LITTLE THOMPSON WATER DISTRICT PURSUANT TO C.R.S. § 29-1-204.2, et. seq.
- 9.b. **Resolution 19-29**: A RESOLUTION EXTENDING THE RECORDING PERIOD FOR THE AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP FINAL DEVELOPMENT PLAN
- 9.c. 4th at Firestone - Fireworks Update

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

11. Reports/Committee Updates

- 11.a. Staff
- 11.b. Mayor
- 11.c. Trustees

12. Executive Session

- 12.a. **Executive 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

13. Report from the Executive Session

14. 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.

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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
April 10, 2019

1. CALL TO ORDER & ROLL CALL

The Board of Trustees of the Town of Firestone met for a Regular Meeting on April 10, 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
George Heath
Samantha Meiring
Frank A. Jimenez
Doug Sharp

Staff: **Present:** Katie Hansen, Director of Marketing & Communications; Jan Sloat, Director of Human Resources; Paula Mehle, Director of Economic Development & FURA; Dave Lindsay, Engineer; Marty Ostholthoff, Planning Manager; Todd Bjerkaas, Director of Planning & Development; David Montgomery, Chief of Police; Leah Vanarsdall, Town Clerk; Jennifer Weinberger, Asst Town Manager; Julie Pasillas, Director of Community Resources; Carolynne White, FURA/Interim Town Attorney; William Hayashi, Town Attorney & AJ Krieger, Town Manager

2. PLEDGE OF ALLEGIANCE

Pledge was led by Mayor Sindelar

3. APPROVAL OF AGENDA

Motion by Mayor Pro-tem Peterson, **second** by Trustee Jimenez, to approve the Agenda as amended removing Consent Agenda Item 5f to Discussion Items 9d and removing Presentations. **Roll Call Vote:** Trustee Meiring – yes, Trustee Jimenez – yes, Mayor Pro-tem Peterson – yes, Trustee Conyac – yes, Trustee Sharp – yes, Trustee Heath – yes. All in Favor, **Motion carried.**

4. PUBLIC COMMENT

None

5. CONSENT AGENDA

Motion by Trustee Jimenez, **second** by Trustee Conyac, to approve the Consent Agenda as Amended by removing Item 5f to Discussion 9d.

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

6. PRESENTATION – Removed both items

a. Police Department Promotions, Recognitions and New Officer Swear-in

b. Lobbyist Update

7. PROCLAMATION

Recognizing National Library Week April 7-13, 2019

8. **PUBLIC HEARING** Open: 7:21 pm Close: 7:49 pm
Public Comment: None
Otto – Mortgage consultants & Miles Grant – Littleton

b. Resolution 19-27: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE AMENDED AND RESTATED SERVICE PLAN FOR THE COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT
Motion by Mayor Pro-tem Peterson, **second** by Trustee Conyac, to approve **Resolution 19-27**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE AMENDED AND RESTATED SERVICE PLAN FOR THE COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT
Roll Call Vote: Trustee Meiring – yes, Trustee Jimenez – yes, Mayor Pro-tem Peterson – yes, Trustee Conyac – yes, Trustee Sharp – yes, Trustee Heath – yes. All in Favor, **Motion carried.**

b.i. Resolution 19-31: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE AMENDED AND RESTATED SERVICE PLAN FOR THE COTTONWOOD HOLLOW COMMERCIAL METROPOLITAN DISTRICT
Motion by Trustee Sharp, **second** by Trustee Meiring, to approve **Resolution 19-31**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE AMENDED AND RESTATED SERVICE PLAN FOR THE COTTONWOOD HOLLOW COMMERCIAL METROPOLITAN DISTRICT
Roll Call Vote: Trustee Jimenez – yes, Mayor Pro-tem Peterson – yes, Trustee Conyac – yes, Trustee Sharp – yes, Trustee Heath – yes, Trustee Meiring – yes. All in Favor, **Motion carried.**

9. **DISCUSSION/ACTION ITEMS**

a. Resolution 19-22: A RESOLUTION APPROVING PURCHASING OF INSTALLATION SERVICES SCADA SOFTWARE FOR THE PUBLIC WORKS DEPARTMENT
Motion by Mayor Pro-tem Peterson, **second** by Trustee Conyac, to approve **Resolution 19-22**: A RESOLUTION APPROVING PURCHASING OF INSTALLATION SERVICES SCADA SOFTWARE FOR THE PUBLIC WORKS DEPARTMENT
Roll Call Vote: Trustee Jimenez – yes, Trustee Meiring – yes, Trustee Heath – yes, Trustee Conyac – yes, Trustee Sharp – yes, Mayor Pro-tem Peterson – yes. All in Favor, **Motion carried.**

b. Resolution 19-28: A RESOLUTION APPROVING PURCHASING OF SAFETY EQUIPMENT FOR THE COMMUNITY RESOURCES AND PUBLIC WORKS DEPARTMENTS
Motion by Trustee Sharp, **second** by Trustee Conyac, to approve **Resolution 19-28**: A RESOLUTION APPROVING PURCHASING OF SAFETY EQUIPMENT FOR THE COMMUNITY RESOURCES AND PUBLIC WORKS DEPARTMENTS
Roll Call Vote: Trustee Heath – yes, Trustee Conyac – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Trustee Sharp – yes, Mayor Pro-tem Peterson – yes. All in Favor,

Motion carried.

c. Resolution 19-33: A RESOLUTION ADOPTING THE TOWN OF FIRESTONE PURCHASING POLICY

Motion by Trustee Jimenez, **second** by Trustee Conyac, to approve **Resolution 19-33:** A RESOLUTION ADOPTING THE TOWN OF FIRESTONE PURCHASING POLICY

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

d. Ordinance 951: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTION 6.13.020 AND SECTION 6.15.020 OF THE FIRESTONE MUNICIPAL CODE PERTAINING TO THE KEEPING OF CHICKEN AND POTBELLIED PIGS

Motion by Trustee Meiring, **second** by Mayor Pro-tem Peterson, to adopt **Ordinance 951:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTION 6.13.020 AND SECTION 6.15.020 OF THE FIRESTONE MUNICIPAL CODE PERTAINING TO THE KEEPING OF CHICKEN AND POTBELLIED PIGS. **Roll Call Vote:** Trustee Heath – yes, Trustee Conyac – yes, Trustee Sharp – yes, Mayor Pro-tem Peterson – yes, Trustee Jimenez – yes, Trustee Meiring – yes All in Favor, **Motion carried.**

c. 4th at Firestone – Fireworks Update - continued

d. Resolution 19-29: A RESOLUTION EXTENDING THE RECORDING PERIOD FOR THE AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP FINAL DEVELOPMENT PLAN

Continued to Wednesday, April 24, 2019

- 10. PUBLIC COMMENT *** (maximum time permitted for all Public Comment is 30 minutes)
Trent John – 10252 Echo Circle, Firestone, CO

11. REPORTS/COMMITTEE UPDATES

- a. Staff – Planning Department will be closed on Friday, April 19, 2019
- b. Mayor
- c. Trustees – Cultural Committee – Plan for Public Art in the Town of Firestone – include in the overall Park Master Plan
DRCOG – Trustee Conyac requested help from Staff re: attendance at meetings

12. EXECUTIVE SESSION **Cancelled**

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

13. Report from Executive Session

None

14. ADJOURNMENT

Motion by Mayor Pro-tem Peterson, **second** by Trustee Conyac, to adjourn meeting at 8:31 pm. **Motion passed**, all in favor.

Introduced and Approved this 24th day of April, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST

Leah Vanarsdall, Town Clerk

FIRESTONE SUMMARY OF CASH & INVESTMENTS

March 2019	DATE	RATE	MATURITY	BALANCE
Cash & Investments				
Deposit Accounts:				
1st Bank				
Checking Account (rate allowed to offset monthly fees only)		0.60%	Liquid	\$ 521,752
Court Account		0.00%	Liquid	49
Savings Account		0.40%	Liquid	1,956,363
Xpress BillPay Deposit Account		0.00%	Liquid	148,718
Adams Bank & Trust				
Deposit Account		0.65%	Liquid	23,509
Petty Cash on Hand				
		N/A	Liquid	1,490
TOTAL Deposit Accounts and Cash				\$ 2,651,880
Restricted Deposit Accounts:				
ColoTrust Plus - Money Mkt/Daily Pooled Investment Accts				
UMB - COPS 2018 Construction Fund		2.32%	Liquid	9,743,307
UMB - COPS 2018 Reserve Fund		2.23%	Liquid	1,007,855
TOTAL Restricted Deposit Accounts				10,751,162
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	13,151,446
Developer Bonds (restricted assets)				
Liquid Assets	daily	2.25%	Liquid	200,146
Urban Renewal Authority (restricted assets)				
Liquid Assets	daily	2.25%	Liquid	4,385,560
Conservation Trust Fund (restricted Town assets)				
Liquid Assets	daily	2.25%	Liquid	428,868
Adams Bank & Trust ICS Savings	daily	1.65%	Liquid	4,857,169
Total Money Market Assets				23,023,190
Cash & Investments				\$ 36,426,231
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				\$ 36,916,231



TO: Ms. Julie Pasillas, Community Resource Director

FROM: Dave Lindsay, Colorado Civil Group, Inc., Town Engineer *DL*
Lindsey Green, Colorado Civil Group, Inc., Town Engineer *LG*

DATE: April 12, 2019

SUBJECT: Ramland Water Line Replacement Project Pay App No. 1

PROJECT No.: 0668.0188.04

GL #: 100.8000.1000.000.520

This memo has been prepared to provide supporting documentation for Payment Application No. 1 for the Ramland Water Line Replacement Project. The original construction contract amount of \$ 222,054.00 was awarded to Northern Colorado Constructors, Inc at the Town Board meeting on February 13, 2019. The Notice to Proceed for this project was issued on February 22, 2019. The project has been under construction for just over one month and is 57% complete.

Payment Application No. 1

The new 8" water line has been installed including all related appurtenances. Payment Application No. 1, included with this memorandum, has a total payment due of **\$120,127.50**. The project budget tracking is summarized below:

DESCRIPTION	2019 BUDGET	CONTRACT AMOUNT	ACTUAL COST	BUDGET to ACTUAL DIFFERENCE
Ramland Waterline Replacement	\$216,800.00	\$222,054.00	\$120,127.50	\$96,672.50
Materials Testing	\$6,500.00	\$6,210.00	\$925.00	\$5,575.00
Construction Engineering	\$21,700.00	\$22,000.00	\$7,137.50	\$14,562.50
Total Project	\$245,000.00	\$250,264.00	\$128,190.00	\$116,810.00

Please include a check of **\$120,127.50** to Northern Colorado Constructors, Inc in the next check run for the April 24, 2019 Town Board meeting. If you have any questions regarding this memo, the budget, or the project in general, please do not hesitate to contact me.

APPLICATION FOR PAYMENT
PROGRESS PAYMENT No. 1
February 25, 2019 TO March 29, 2019

CONTRACTOR : NCC
OWNER: TOWN OF FIRESTONE
ENGINEER : COLORADO CIVIL GROUP, INC.
CONTRACT : RAMLAND WATER LINE REPLACEMENT PROJECT

ITEM	DESCRIPTION	BID		QUANTITY COMPLETED		UNIT BID	AMOUNT COMPLETED	
		UNIT	QUANTITY	TO DATE	THIS PERIOD	PRICE	TO DATE	THIS PERIOD
Ramland Water Line Replacement Project								
REMOVAL & REPLACEMENT								
1	REMOVE EX BOLLARDS	EA	2	2	2	\$65.00	\$ 130.00	\$ 130.00
2	REMOVE EX 45° BEND	EA	1	1	1	\$500.00	\$ 500.00	\$ 500.00
3	REMOVE EX FIRE HYDRANT	EA	3	0	0	\$1,000.00	\$ -	\$ -
4	REMOVE EX VALVE BOX	EA	4	0	0	\$100.00	\$ -	\$ -
5	ASPHALT/CONCRETE SAW-CUT	LF	830	780	780	\$3.00	\$ 2,340.00	\$ 2,340.00
6	ASPHALT REMOVAL	SF	575	105	105	\$3.00	\$ 315.00	\$ 315.00
7	CONCRETE REMOVAL	SF	3,620	1850	1850	\$3.50	\$ 6,475.00	\$ 6,475.00
8	VERTICAL CURB & GUTTER REMOVAL & REPLACEMENT	LF	36	36	36	\$45.00	\$ 1,620.00	\$ 1,620.00
9	LANDSCAPE REMOVAL & REPLACEMENT	SF	770	385	385	\$3.00	\$ 1,155.00	\$ 1,155.00
10	FENCE REMOVAL & REPLACEMENT	LF	16	8	8	\$55.00	\$ 440.00	\$ 440.00
11	IRRIGATION REMOVAL & REPLACEMENT	LS	1	0.5	0.5	\$500.00	\$ 250.00	\$ 250.00
EROSION CONTROL & SITE IMPROVEMENTS								
12	STRAW WATTLES	EA	6	0	0	\$150.00	\$ -	\$ -
13	CONCRETE WASHOUT	EA	1	0	0	\$1,000.00	\$ -	\$ -
14	SILT FENCE	LF	25	0	0	\$4.00	\$ -	\$ -
15	STRIP TOPSOIL (4" DEPTH)	CY	12	12	12	\$17.00	\$ 204.00	\$ 204.00
16	TOPSOIL REPLACEMENT (4" DEPTH)	CY	12	0	0	\$17.00	\$ -	\$ -
17	SUBGRADE PREPARATION	SY	470	0	0	\$3.00	\$ -	\$ -
18	ASPHALT FULL DEPTH (10")	SYI	4,350	0	0	\$7.20	\$ -	\$ -
19	CONCRETE DRAINAGE PAN	LF	205	0	0	\$60.00	\$ -	\$ -
20	NEW VERTICAL CURB & GUTTER	LF	30	0	0	\$40.00	\$ -	\$ -
21	FIRE HYDRANT PROTECTION BOLLARDS	EA	2	0	0	\$450.00	\$ -	\$ -
22	FIRE LANE STRIPING	LS	1	0	0	\$600.00	\$ -	\$ -
23	"NO PARKING FIRE LANE" SIGN & POST	EA	1	0	0	\$375.00	\$ -	\$ -
24	2" TEMPORARY COLD PATCH	SYI	945	0	0	\$5.00	\$ -	\$ -
WATER LINE INSTALLATION								
25	8" PVC WATER LINE	LF	505.0	505	505	\$85.00	\$ 42,925.00	\$ 42,925.00
26	8" PVC RESTRAINED JOINTS	LF	204.0	204	204	\$24.00	\$ 4,896.00	\$ 4,896.00
27	8" TEMP MRJ PLUG & 2" TEMP BLOW-OFF	EA	2	2	2	\$1,500.00	\$ 3,000.00	\$ 3,000.00
28	8" MRJ 11 1/4" BEND W/TB	EA	1	1	1	\$1,000.00	\$ 1,000.00	\$ 1,000.00
29	8" MRJ 22 1/2" BEND W/TB	EA	1	1	1	\$1,100.00	\$ 1,100.00	\$ 1,100.00
30	8" MRJ 45° BEND W/TB	EA	9	9	9	\$1,400.00	\$ 12,600.00	\$ 12,600.00
31	8" MRJ SOLID SLEEVE	EA	2	1	1	\$1,400.00	\$ 1,400.00	\$ 1,400.00
32	8" MRJ GTV & BOX	EA	4	4	4	\$2,200.00	\$ 8,800.00	\$ 8,800.00
33	FIRE HYDRANT ASSEMBLY	EA	3	3	3	\$7,100.00	\$ 21,300.00	\$ 21,300.00
34	CONNECT TO EXISTING 8" WATER LINE	EA	2	1	1	\$2,500.00	\$ 2,500.00	\$ 2,500.00
35	CONNECT EXISTING 1" WATER SERVICES	EA	4	0	0	\$2,280.00	\$ -	\$ -
36	FLASH FILL ABANDONED WATER LINES	CY	7.0	0	0	\$150.00	\$ -	\$ -
MISCELLANEOUS								
37	TRAFFIC CONTROL	LS	1	0.5	0.5	\$17,000.00	\$ 8,500.00	\$ 8,500.00
38	MOBILIZATION (5%)	LS	1	0.5	0.5	\$10,000.00	\$ 5,000.00	\$ 5,000.00

STORED MATERIALS

ITEM #	DESCRIPTION
1	
2	
3	
4	
5	

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

ORIGINAL CONTRACT AMOUNT = \$ 222,054.00
APPROVED CHANGE ORDERS TO DATE = \$ -
CURRENT CONTRACT AMOUNT = \$ 222,054.00
TOTAL WORK COMPLETED AND MATERIALS STORED TO DATE = \$ 126,450.00
RETAINAGE (5%) = \$ 6,322.50
TOTAL EARNED LESS RETAINAGE = \$ 120,127.50
LIQUIDATED DAMAGES WITHHELD = \$ -
TOTAL EARNED LESS LIQUIDATED DAMAGES = \$ 120,127.50
PREVIOUS PAYMENTS = \$ -
CURRENT PAYMENT DUE = \$ 120,127.50

PERCENTAGE OF JOB COMPLETE= 56.95%

SUBMITTED BY: Wm. H. ...
(CONTRACTOR)
REVIEWED BY: [Signature]
(ENGINEER)
APPROVED BY: _____
(OWNER)

DATE: 4/12/19
DATE: 4/12/19
DATE: _____

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.d.

Consent Agenda

Meeting Date: April 24, 2019

Initiated By: Dave Lindsay

Dept: Police

AGENDA TITLE

Firestone Police Station Geotechnical Engineering Services Contract Third Amendment

SUMMARY

The original agreement with Terracon was previously amended to add in the Phase 2 - Building & Site Package additional services from Terracon related to the building foundation, masonry wall systems, structural steel and other elements included in the final stage of the project. Their estimated time per task and the number of site visits for many of the Phase 1 and Phase 2 tasks are not adequate to complete the project. There is still parking lot concrete and asphalt paving work to be completed but the most significant additional effort has been the number of site inspections needed for the structural steel installations. Staff has worked with Terracon to develop an updated budget to complete the project that will increase the contract amount by \$6,565.00. A third amendment to the contract with Terracon is presented for consideration and action by the Board.

HISTORY AND PREVIOUS BOARD ACTION

The Board approved the original agreement with Terracon at the regular meeting on July 25, 2018.

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

The Board approved the Second Amendment to the agreement with Terracon at the regular meeting on January 9, 2019.

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached Third Amendment to the Geotechnical Engineering Services Agreement with Terracon Consultants, Inc. that increases the contract to an amount not to exceed \$45,519.00, and authorize the Mayor to execute the agreement on behalf of the Town.

ALTERNATIVES

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

ATTACHMENTS

1. Consulting Agmt Amendment 3 (Terracon-Construction 2019.04.19)
2. All-In Project Cost Tracking (2019.02.22)

FINANCIAL CONSIDERATIONS

This item was budgeted for \$50,000.00 in the adopted \$15.9M project budget.

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

THIS THIRD AMENDMENT TO CONSULTING SERVICES AGREEMENT is made and entered into effective as of the ____ day of _____, 2019, by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation, hereinafter referred to as the “Town”, and TERRACON CONSULTANTS, INC., a Delaware corporation, hereinafter referred to as the “Consultant,” with reference to that certain Consulting Services Agreement between the Town and Consultant executed by the Town on July 25, 2018 and hereinafter referred to as the “Original Agreement”, the First Amendment to the Original Agreement executed by the Town on September 26, 2018 and hereinafter referred to as the “First Amendment”, and the Second Amendment to the Original Agreement executed by the Town on January 9, 2019 and hereinafter referred to as the “Second Amendment” .

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

WHEREAS, The Consultants time estimates to perform some of the Phase 1 and 2 tasks are not adequate to complete the project and the parties believe it to be in the best interest to further amend the Original Agreement as set forth herein.

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

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

4.1 The Town shall pay the Consultant for services requested and rendered under this Agreement at the hourly rates plus expenses set forth in Exhibit A provided, however, that the total amount payable for Services under this Agreement shall in no event exceed ~~\$38,954.00~~ \$45,519.00. For services compensated at hourly rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in Exhibit A. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

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

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

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

TOWN OF FIRESTONE,
a Colorado Municipal Corporation

By: _____
Bobbi Sindelar, Mayor

Attest: _____
Leah Vanarsdall, Town Clerk

CONSULTANT:
TERRACON CONSULTANTS, INC.
a Delaware corporation,

By: _____
Ross C. Hambourger

Date: _____

Title: Materials Department Manager

EXHIBIT A



March 27, 2019

Town of Firestone
151 Grant Street
Firestone, Colorado 80520

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

Re: **Proposal for Materials Testing and Special Inspection Services
Firestone Police Department and Municipal Court – Building and Site Work
2 Park Avenue, Firestone, Colorado
Terracon Proposal No. P22181060 – Revision 4**

Mr. Lindsay:

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

A. PROJECT INFORMATION

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

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

B. SCOPE OF SERVICES

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

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

Proposal for Materials Testing and Special Inspections

Firestone PD and Municipal Ct ■ Firestone, Colorado

March 27, 2019 ■ Terracon Proposal No. P22181060 – Revision 4



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

Commitment to Fast Report Turnaround:

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

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

Proposal for Materials Testing and Special Inspections

Firestone PD and Municipal Ct ■ Firestone, Colorado

March 27, 2019 ■ Terracon Proposal No. P22181060 – Revision 4



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

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

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

C. COMPENSATION

Based on the project information available for our review, our estimated budget to perform the proposed scope of services is about **\$45,519**. A summary of our unit rates, estimated quantities, and the resulting costs is included on the attached Fee Estimate breakdown schedule. Fees for services provided will be based on the unit rates shown in that exhibit. Please note that this is only a budget estimate and not a not-to-exceed price.

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

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

Proposal for Materials Testing and Special Inspections

Firestone PD and Municipal Ct ■ Firestone, Colorado

March 27, 2019 ■ Terracon Proposal No. P22181060 – Revision 4

Terracon

D. AUTHORIZATION

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

Sincerely,

TERRACON CONSULTANTS, INC.



Eric A. Buol
Project Manager



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

Copies to: Addressee (via e-mail)

Enclosures: Reimbursement Schedule
Estimated Fees - Revision 4

Proposal for Materials Testing and Special Inspections

Firestone PD and Municipal Ct ■ Firestone, Colorado

March 27, 2019 ■ Terracon Proposal No. P22181060 – Revision 4



REIMBURSEMENT SCHEDULE

Construction Materials Services

Personnel

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

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

Laboratory Testing

Laboratory Moisture-Density Relationships

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

Soil Classifications

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

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

Masonry Grout Compressive Strength.....	\$16.00 ea
---	------------

Masonry Block Prism (6", 8" or 12" block) Compressive Strength.....	\$95.00 ea
---	------------

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

Asphalt Marshall/Gyratory (3 molded specimens – stability, flow, voids, unit wt.)	\$350.00 ea
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Vehicle Charge	\$15.00/visit
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Report Preparation & Review (sample pick-up reports are not subject to a charge)....	\$20.00/report
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Outside Services	At cost + 15%
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Other Services	Upon Request
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FEE ESTIMATE Total Through End of Project

SERVICES	UNIT RATES			QTY	TOTAL
Earthwork Observation and Testing					
Standard Proctor	\$135.00 per test	3 tests		3	\$405.00
Soil Classification	\$120.00 per test	0 tests		0	\$0.00
Engineering Technician	\$60.00 per hour	76 visits	2 hours/visit	152	\$9,120.00
Field Engineer / Geologist (subgrade)	\$95.00 per hour	1 visits	3 hours/visit	3	\$285.00
Vehicle Charge	\$15.00 per trip	77 visits		77	\$1,155.00
Report Preparation and Review	\$20.00 per report	77 reports		77	\$1,540.00
				Subtotal	\$12,505.00
Reinforcing Steel / Post Installed Anchors					
Engineering Technician	\$60.00 per hour	19 visits	2 hours/visit	38	\$2,280.00
Vehicle Charge	\$15.00 per trip	15 visits		15	\$225.00
Report Preparation and Review	\$20.00 per report	19 reports		19	\$380.00
				Subtotal	\$2,885.00
Concrete Testing					
Engineering Technician	\$60.00 per hour	48 visits	2 hours/visit	96	\$5,760.00
Concrete Cylinders	\$16.00 per cylinder	52 sets	5 cyl/set	260	\$4,160.00
Engineering Technician (cylinder pick up)	\$60.00 per hour	25 visits	1 hour/visit	25	\$1,500.00
Vehicle Charge	\$15.00 per trip	63 visits		63	\$945.00
Report Preparation and Review	\$20.00 per report	48 reports		48	\$960.00
				Subtotal	\$13,325.00
Structural Masonry					
Engineering Technician	\$60.00 per hour	37 visits	2 hours/visit	74	\$4,440.00
Grout prisms compressive strength	\$16.00 per prism	1 set	4 prisms/set	4	\$64.00
CMU block prisms compressive strength	\$95.00 per prism	1 set	3 prisms/set	3	\$285.00
Vehicle Charge	\$15.00 per trip	37 visits		37	\$555.00
Report Preparation and Review	\$20.00 per report	37 reports		37	\$740.00
				Subtotal	\$6,084.00
Foundation Insulation / Vapor Barrier / Cancellations					
Engineering Technician	\$60.00 per hour	11 visits	2 hours/visit	22	\$1,320.00
Vehicle Charge	\$15.00 per trip	11 visits		11	\$165.00
Report Preparation and Review	\$20.00 per report	11 reports		11	\$220.00
				Subtotal	\$1,705.00
Structural Steel					
Structural Steel Inspector	\$105.00 per hour	15 visits	3 hours/visit	45	\$4,725.00
Vehicle Charge	\$15.00 per trip	15 visits		15	\$225.00
Report Preparation and Review	\$20.00 per report	15 reports		15	\$300.00
				Subtotal	\$5,250.00
Asphalt Testing					
Engineering Technician	\$60.00 per hour	6 visits	3 hour/visit	18	\$1,080.00
Asphalt Content / Gradation / Theo Max Der	\$195.00 per sample	1 samples		1	\$195.00
Vehicle Charge	\$15.00 per trip	6 visits		6	\$90.00
Report Preparation and Review	\$20.00 per report	6 reports		6	\$120.00
				Subtotal	\$1,485.00
Report Review, Engineering & Management					
Project Engineer	\$130.00 per hour		3 hours		\$390.00
Project Manager	\$105.00 per hour		18 hours		\$1,890.00
				Subtotal	\$2,280.00
Total Estimated Fee					\$45,519.00

Original Estimated Fee from Revision 2 dated 8/31/18	\$30,818.00
Revision 3 Estimate	\$38,954.00
Difference	\$8,136.00

New Estimate for completion of Project (Rev 4)	\$45,519.00
Difference from Rev 3 estimate to new estimate	\$6,565.00

To complete the project, we anticipate about 10 more visits of each: soils densities and concrete tests - plus 2 steel and 2 asphalt visits

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

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.e.

Consent Agenda

Meeting Date: April 24, 2019

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Resolution 19-34: A RESOLUTION APPROVING A CONTRACT WITH NORTHERN LIGHTS EXTERIORS FOR REPAIRS TO PUBLIC WORKS ROOF

SUMMARY

Northern Lights Exteriors, LLC has provided the Town with quotes to repair the Public Works Building metal roof and replace the gutters.

The Gutters will be 6" commercial k style gutter system and 4-foot tip-outs for down spouts.

NLE will also be repairing the leaks in the metal roof by removing and replacing the bootings and fixings as well as re-flash per code to ensure there is no more water penetration.

The total for this project is \$3,703.00.

HISTORY AND PREVIOUS BOARD ACTION

The Town is contracted with Northern Lights Exteriors, LLC to do repairs on Town structures due to the Hail storm in June 2018.

RECOMMENDATION

Staff recommends the Board of Trustees approve resolution 19-34, approving a contract with Northern Lights Exteriors for repairs to be done at the Public Works Building, roof and gutters.

ALTERNATIVES

The Board can give staff further direction.

ATTACHMENTS

1. Firestone gutter estimate (7500 CR 20 big metal building)
2. Town of Firestone metal roof repair (7500 WCR 20)
3. Reso 19-34 PW Roof Repair
4. NLE PW Gutter and Roof Repair

FINANCIAL CONSIDERATIONS

This will be paid for out of the Town's Building Maintenance line budget.



NORTHERN LIGHTS EXTERIORS

GUTTER ESTIMATE

Client Name: City of Firestone

Date: 04/11/19

Address: 7500 CR 20, Firestone, CO 80520

Phone: 303-435-5305

OPTION #1: 6" seamless pre-finished gutters with 3"x4" downspouts REPLACE GUTTERS ON WEST FACING SLOPE OF LARGE METAL BUILDING (207 LF)

Scope of Work:

1. Remove existing gutter system on west facing elevation only.
2. Dispose of old gutters.
3. Replace west facing elevation with new 6" commercial k style gutter system. Add one downspout in middle of gutter system for better flow.
4. Install 4-foot tip-outs on all applicable downspouts.
5. Clean up all debris and trash from job site.

Materials:

-6" seamless pre-finished gutters with 3"x4" downspouts. COLOR: mountain blue
-4-foot tip outs for downspouts.

OPTION #1: Contract Price: \$2,703.00

Signature of Acceptance: _____

Date: _____

Northern Lights Exteriors, LLC 11375 Weld County Rd. 23 Ft. Lupton, CO 80621
P: 970-785-6195 F: 970-785-6215
E-Mail: NorthernLightsExteriors@gmail.com



NORTHERN LIGHTS EXTERIORS

Client Name: Town of Firestone

Date: 4/17/19

Address: 7500 WCR 20, Firestone, CO 80520

Phone: 303-435-5305

Scope of Work:

1. There are two pipe on the big metal roof at this location that are leaking.
2. NLE will remove and replace the bootings and fittings, we will also re-flash per code to make sure there are no more water penetration once finished

Warranty: NLE Workmanship warranty is valid for 5 years from installation date.

Payment Terms: 25% due at contract signing and 25% due at project start date. Balance due upon completion of any Homeowner punch list items.

Total Cost: \$1,000.00

Signature of Acceptance: _____

Date: _____

Northern Lights Exteriors, LLC 11375 Weld County Rd. 23 Ft. Lupton, CO 80621
P: 970-785-6195 F: 970-785-6215
E-Mail: NorthernLightsExteriors@gmail.com

RESOLUTION 19-34

A RESOLUTION APPROVING PURCHASING OF SERVICES TO REPAIR THE ROOF AT THE PUBLIC WORKS FACILITY 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 services for the Community Resources Department (“CRD”) and Public Works Department (“PWD”) for the purpose of providing services for the Town related to the Public Works Facility, 7500 Pine Cone Avenue, Firestone, Colorado; and

WHEREAS, CRD and PWD will purchase the services to repair the roof and replace the gutters at the existing Public Works Facility identified below for an amount not to exceed THREE THOUSAND SEVEN HUNDRED THREE DOLLARS (\$3,703.00); and

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

- 6” seamless pre-finished gutters with 3”x4” downspouts replacing the gutters on the west facing slope of the building - \$2,703
- Repair leaks in the metal roof at the Public Works Building - \$1000

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 services and equipment for CRD and PWD as stated in this Resolution.

INTRODUCED, READ AND ADOPTED this 24th day of April, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

Project: _____
Contractor: _____
Total Cost: _____
Term: _____



TOWN OF FIRESTONE

GENERAL CONTRACT FOR GOODS AND/OR SERVICES (SHORT FORM)

THIS AGREEMENT ("Agreement"), is made this 24th day of April, 2019, between the Town of Firestone, a Colorado statutory municipality, hereinafter referred to as "FIRESTONE," and Northern Lights Exteriors, LLC, as independent contractor, hereinafter referred to as "CONTRACTOR," and provides as follows:

ARTICLE I SCOPE OF SERVICES

Section 1.1 Services: FIRESTONE retains CONTRACTOR, and CONTRACTOR agrees to provide the goods and to perform and complete the work, personal services and/or furnish the necessary equipment, supplies or materials in accordance with and/or as described in Schedule A, hereinafter referred to as the "Project." Schedule A is hereby incorporated by reference and made a part of this Agreement. To the extent that this Agreement and Schedule A conflict, the provisions of this Agreement shall prevail. Additional goods or services beyond those set out in Schedule A, if requested, shall be provided only when authorized in writing by FIRESTONE.

Section 1.2 Contract Time: CONTRACTOR shall commence work upon direction to proceed from FIRESTONE and complete the Project on or before September 30, 2019.

Section 1.3 Independent Contractor: CONTRACTOR shall at all times control the means and manner by which CONTRACTOR performs the work, subject to FIRESTONE's right to monitor, evaluate and improve such work. CONTRACTOR shall at all times be and act as an independent contractor and not as an employee of FIRESTONE.

Section 1.4 Warranty of Contractor: CONTRACTOR warrants that title to all goods, materials and equipment covered and paid for under this Agreement will pass to FIRESTONE, either by incorporation in the Project or upon the receipt of payment by CONTRACTOR, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances; and that no services,

goods, materials or equipment paid for under this Agreement will have been acquired by CONTRACTOR, or by any other person performing services at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by CONTRACTOR or such other person.

CONTRACTOR warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses required by law. All professional services shall be performed timely in accordance with generally accepted professional practices and the level of competency presently maintained by other professionals providing the same general type of work as set forth in the Scope of Services.

ARTICLE II

COMPENSATION FOR SERVICES

Section 2.1 Compensation: In consideration of completion of the Project specified herein by CONTRACTOR, FIRESTONE shall pay CONTRACTOR (check and initial below as applicable):

☒ _____ A fixed sum of \$3,703.00 Three thousand seven hundred three dollars.

☐ _____ Based upon a time, materials and expenses basis, pursuant to the rate schedule attached hereto as Schedule A, but in no event shall the total compensation exceed \$ _____.

☐ _____ As described in Schedule A.

Section 2.2 Payment: FIRESTONE will make payment due to CONTRACTOR for compensation for completed work within thirty (30) days after invoices submitted by CONTRACTOR, which invoice(s) may not be submitted more frequently than monthly. Invoices shall indicate the basis upon which payment is requested, such as percentage of the Project completed, or actual time, materials and expenses. FIRESTONE shall submit invoice disputes, if any, to CONTRACTOR within thirty (30) days for resolution by mutual consent.

Section 2.3 Set Off: In addition to any other rights FIRESTONE has under this Agreement to indemnification or recoupment, CONTRACTOR agrees that FIRESTONE is entitled to set off any amounts it may owe CONTRACTOR under this Agreement against such claims for indemnity or recoupment.

Section 2.4 No Multi-Year Fiscal Obligation. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, FIRESTONE's obligations under this Agreement are subject to annual appropriation by the Town of FIRESTONE's Board of Trustees. Any failure of the Town Board of Trustees annually to appropriate adequate monies to finance FIRESTONE's obligations under this Agreement shall terminate this Agreement at such time as such then-existing

appropriations are to be depleted. Notice shall be given promptly to CONTRACTOR of any failure to appropriate such adequate monies.

Section 2.5 Appropriation: If this is a contract for the design or construction, or both the design and construction of a public works project, the FIRESTONE has appropriated funds equal to or in excess of the Contract Price.

ARTICLE III

ADMINISTRATION OF THIS AGREEMENT

Section 3.1 Project Performance: In consideration of the compensation provided for in this Agreement, CONTRACTOR agrees to perform or supply the Project, in accordance with generally accepted standards and practices of the industry and warrants that all materials incorporated in the Project be free from defect of material or workmanship and conform strictly to the specifications, drawings or samples specified or furnished. This Section 3.1 shall survive any inspection, delivery, acceptance or payment by FIRESTONE.

Section 3.2 Ownership and Use of Documents: (check and initial all that apply)

☐ _____ (a) The following Sections 3.2(a)(1) and (2) are applicable to design professionals (architects, engineers, etc.):

(1) The documents prepared by CONTRACTOR in connection with the Project and copies thereof furnished to other parties are for use solely with respect to the Project. Such documents are not to be used by any other contractor or subcontractor on other projects or for additions to this Project outside the scope of the work without the specific written consent of FIRESTONE and CONTRACTOR. Other contractors and subcontractors are authorized to use and reproduce applicable portions of the documents prepared by CONTRACTOR appropriate to and for use in the execution of their work under this Agreement. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the documents prepared by CONTRACTOR.

(2) Notwithstanding the provisions of Section 3.2(a)(1) above, FIRESTONE may utilize any such documents generated in connection with the Project by CONTRACTOR for other projects, provided that CONTRACTOR is not held liable for future project applications other than the Project described pursuant to this Agreement.

☒ _____ (b) The following Sections 3.2(b)(1) through (3) are applicable to nonprofessionals (contractors, suppliers, etc.):

(1) Any documents prepared by CONTRACTOR, and copies thereof furnished to other parties are for use solely with respect to this Project. They are not to be used by any other contractor or subcontractor on other projects or for additions to this Project outside the scope of the work without the specific written consent of FIRESTONE and CONTRACTOR. Other contractors and subcontractors are authorized to use and reproduce applicable portions of the

documents prepared by the CONTRACTOR appropriate to and for use in the execution of their work under this Agreement. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the documents prepared by CONTRACTOR.

(2) CONTRACTOR, and any subcontractor or supplier or other person or organization performing or furnishing any work for the Project under a direct or indirect contract with FIRESTONE (i) shall not have or acquire any title to or ownership rights in any of any documents (or copies of documents) prepared in connection with the Project by a design professional and (ii) shall not reuse any of such documents or copies for extensions of the Project or any other project without written consent of FIRESTONE and the design professional and specific written verification or adaption by the design professional.

(3) Notwithstanding the provisions of Sections 3.2(b)(1) and (2) above, FIRESTONE may utilize any documents generated in connection with the Project by a design professional or CONTRACTOR for other projects, provided that such design professional and CONTRACTOR are not held liable for future project applications other than the Project described pursuant to this Agreement. FIRESTONE shall not convey any such documents generated by CONTRACTOR to a third party or use any such documents in a manner adverse to the CONTRACTOR.

Section 3.3 Insurance: CONTRACTOR shall, at its own expense, keep in full force and effect during the term of this Agreement and during the term of any extension or amendment of this Agreement, insurance as stated below:

(a) Commercial General Liability Insurance with minimum combined single limits of One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) for each occurrence and Two Million Dollars and No Cents (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall endorse FIRESTONE and its employees and agents as additional insureds. Additionally, the policy shall provide that such insurance is primary coverage with respect to work contemplated under this Agreement by all insureds and additional insureds.

(b) If professional services are provided, Professional Liability Insurance with limits of One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) per claim and Two Million Dollars and No Cents (\$2,000,000.00) aggregate. This policy shall remain in force for the period of design and construction and shall include a discovery period of three years, to commence upon substantial completion of the Project.

(c) Workers' Compensation Insurance to cover all obligations imposed by applicable laws for all of CONTRACTOR's employees engaged in the performance of work under this Agreement, based on statutory limits prescribed by and in accordance with Colorado law. In the event any services are performed by a subcontractor, CONTRACTOR shall require such subcontractor to provide workers' compensation insurance for its employees.

(d) Comprehensive Automotive Liability Insurance for the duration of this Agreement covering all owned, non-owned, and hired vehicles used in connection with the work performed by or on behalf of CONTRACTOR under this Agreement in an amount not less than Five Hundred Thousand Dollars and No Cents (\$500,000.00) combined single limit per occurrence for bodily injury and property damage.

(e) All of the insurance policies required above shall be written and issued by responsible companies authorized to do business under the laws of the State of Colorado. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of CONTRACTOR. A copy of each such policy or certificate shall be provided to FIRESTONE within five (5) business days of the complete execution of this Agreement and shall be attached to this Agreement. CONTRACTOR shall be responsible for notifying FIRESTONE within five (5) business days of any material modification to, or cancellation of, these policies during the term of this Agreement, including but not limited to, any pending or paid claims against the aggregate amount of the policy, and of any cancellation of coverage for non-payment.

Section 3.4 Colorado Governmental Immunity Act. The parties hereto understand and agree that FIRESTONE is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided it by the CGIA, C.R.S § 24-10-101 et seq., as from time to time amended, or otherwise available to FIRESTONE, its officers or its employees.

Section 3.5 Indemnification: CONTRACTOR shall defend, indemnify and hold harmless FIRESTONE and its officers, officials, employees and agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from this Agreement, to the extent that such claim, damage, loss or expense is caused, or alleged to be caused, in whole or in part, by any negligent, reckless or intentional act or omission of CONTRACTOR or anyone directly employed by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable.

Section 3.6 Subcontractor: CONTRACTOR shall, as soon as practicable after executing this Agreement, notify FIRESTONE in writing for FIRESTONE's approval, of any subcontractors who may be involved in the Project and the general scope of work to be performed by each subcontractor. FIRESTONE may, in its reasonable discretion, reject any proposed subcontractor, in which case CONTRACTOR shall either perform such component or the work itself, or secure a subcontractor acceptable to FIRESTONE.

Section 3.7 Termination for Convenience:

This Agreement may be terminated by FIRESTONE without cause upon seven (7) days written notice to the CONTRACTOR. In the event of termination, FIRESTONE will pay CONTRACTOR for all services satisfactorily performed and for goods provided to date of termination. If payment is otherwise due in a fixed sum, FIRESTONE will pay CONTRACTOR for the pro rata value of the completed portion of the Project. If, however, CONTRACTOR has substantially or materially breached the standards or terms of this Agreement, FIRESTONE shall have any remedy or right to set off available at law and equity.

Section 3.8 Binding Effect/Non-Assignability: FIRESTONE and CONTRACTOR each binds itself, its successors and assigns to the other party to this Agreement with respect to all rights and obligations under this Agreement. Neither FIRESTONE nor CONTRACTOR shall assign or transfer its interest in, or obligations under, this Agreement without the written consent of the other.

Section 3.9 Compliance with Law: Contractor agrees to perform the work in compliance with all applicable federal, state, county and city laws, ordinances, rules and regulations, including without limitation, the preference for Colorado labor as set forth in Article 17 of Title 8 C.R.S.

Section 3.10 Immigration Status Obligations:

a) CONTRACTOR certifies, through signature of its authorized representative executing this Agreement, that it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the CONTRACTOR will participate in the United States Government's E-Verify Program or the State of Colorado Department of Labor and Employment Program ("Department Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services.

b) CONTRACTOR shall not:

1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2) Enter into a contract with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services.

c) CONTRACTOR shall affirm as required by C.R.S. § 8-17.5-102 (c) (II) the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d) CONTRACTOR is prohibited from using the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

e) If CONTRACTOR obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, CONTRACTOR shall be required to:

1) Notify the subcontractor and FIRESTONE within three days that the CONTRACTOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph (B)(2) the subcontractor does not stop employing or contracting with the illegal alien; except that the CONTRACTOR shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f) CONTRACTOR shall comply with all rules and regulations and any reasonable request by the State Department of Labor and Employment made in the course of the Department's performance of its lawful duties pursuant to C.R.S. 8-17.5-101 et seq., as amended from time to time.

g) If CONTRACTOR violates any of the provisions set forth in this section, FIRESTONE may terminate the Agreement and CONTRACTOR shall be liable for all actual and consequential damages incurred by FIRESTONE.

Section 3.10 Notice and Communications: Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand delivery shall be utilized. Facsimile and e-mail addresses are provided for convenience only.

FIRESTONE:

Town of Firestone
151 Grant Avenue.
Firestone, CO 80520
Attn: Jennifer Weinberger
Telephone: 303.531.6283
Facsimile: 303.833.4863
E-mail: jweinberger@firestoneco.gov

CONTRACTOR:

Northern Lights Exteriors LLC
11375 WCR 23
Fort Lupton, CO 80621
Attn: _____
Telephone: _____
Facsimile: _____
E-Mail: _____

ARTICLE IV

RESPONSIBILITIES OF FIRESTONE

Section 4.1 Project Materials/Confidentiality: FIRESTONE shall provide CONTRACTOR with data, information, reports and other such documentation as may be reasonably available to FIRESTONE, and reasonably required by CONTRACTOR to perform services under this Agreement. No information shall, unless as required by law, be disclosed by CONTRACTOR to third parties without prior written consent of FIRESTONE. All documents provided by FIRESTONE to CONTRACTOR shall be returned to FIRESTONE. CONTRACTOR is authorized by FIRESTONE to retain copies of such data and materials at CONTRACTOR'S EXPENSE.

Section 4.2 Access to Property and Records: FIRESTONE shall provide CONTRACTOR with access to its property as required and necessary to complete the Agreement. To the extent required by law, FIRESTONE and CONTRACTOR agree to make this Agreement and any related records available for public disclosure pursuant to any open records law, including, without limitation, the Colorado Open Records Act, C.R.S. §§ 24-72-200.1, *et seq.* CONTRACTOR agrees to hold FIRESTONE harmless from the disclosure of any records that FIRESTONE reasonably believes it is legally required to disclose.

Section 4.3 FIRESTONE's Representative: FIRESTONE shall designate, in writing, a representative who shall have authority to act for FIRESTONE with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define FIRESTONE's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONTRACTOR's services.

Section 4.4 Verbal Agreement or Conversation: No verbal agreement or conversation with any officer, agent or employee of FIRESTONE, either before, during or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle CONTRACTOR to any additional payment whatsoever under the terms of this Agreement.

ARTICLE V

MISCELLANEOUS

Section 5.1 Colorado Law: This Agreement is to be governed by the laws of the State of Colorado. Venue for any litigation shall be in Weld County.

Section 5.2 Amendments; Change Orders: This Agreement may only be amended, supplemented or modified in a written document signed by both parties (a "Change Order").

Section 5.3 Counterparts. This Agreement may be executed in two or more counterparts, using manual or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.

Section 5.4. Severability: If any term, covenant, or condition of this Agreement is deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of

this Agreement shall be binding upon the parties.

Section 5.5. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all other prior and contemporaneous agreements, representations, and understandings of the parties regarding the subject matter of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties. No representations or warranties whatever are made by any party to this Agreement except as specifically set forth in this Agreement or in any instrument delivered pursuant to this Agreement.

Section 5.6. Default/Attorney's Fees: In the event of default of any of the provisions herein, the defaulting party shall be liable to the non-defaulting party for all reasonable attorney fees, legal expenses and costs incurred as a result of the default.

Section 5.7. No Waiver: Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by FIRESTONE shall not constitute a waiver of any of the other terms or obligations of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement the day first written above.

TOWN OF FIRESTONE

By:_____

Name: Bobbi Sindelar

Title: Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVAL AS TO FORM:

Town Attorney

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A

(Attached to and made a part of the Agreement between the Town of Firestone
and _____)



Proclamation

Proclaiming May 18, 2019, as Kids to Parks Day in the Town of Firestone

WHEREAS, May 18, 2019, is the ninth Kids to Parks Day organized and launched by the National Park Trust held annually on the third Saturday of May; and

WHEREAS, Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's parks, public lands and waters; and

WHEREAS, we should encourage children to lead a more active lifestyle to combat issues of childhood obesity, diabetes, hypertension and hypercholesterolemia; and;

WHEREAS, Kids to Parks Day will broaden children's appreciation for nature and outdoors; and;

NOW THEREFORE, I, Mayor Bobbi Sindelar do hereby proclaim May 18, 2019, as **Kids to Parks Day**.

On this date 04/24/2019

Signed by the Mayor of Firestone, on this date 04/24/2019.

Bobbi Sindelar, Mayor



Community Grant Application

Contact Information

Organization Name: Frederick FBLA
Organization Address: 5690 Fipple Pkwy City: Frederick State: CO Zip: 80504
Contact Person: Brian Enns Email Address: enns_brian@svvsc.org
Daytime Phone: 720-443-1430 Cell: same
Organization Structure (i.e. Non-profit corporation): SVVSD Tax Exempt #: 09802634

Request Information

Amount Requested: \$1000 Date When Funds Are Needed: 6/20/19
In-Kind Services Requested: N/A

Description of Request (attach additional information if needed):

The FBLA program has grown to over 190 members and students have again qualified for the national competition this year in Texas. This trip will cost the participants approximately \$800. Students will have the opportunity to attend sessions and compete for national recognition.

Program or Event Information

Description of Program or Event (attach additional information if needed): FBLA National Leadership competition and Conference.

Date(s) of Program or Event:

6/29 - 7/2

Program/Event Location:

San Antonio, TX

Estimated Attendance:

12

How does your program or event help fulfill the mission of your organization?

Future Business Leaders of America strives to create leaders of the future and this will help in the training for all in attendance.

How will your program or event be made aware to Firestone residents?

The student body at FHS is able to celebrate the accomplishments of FBLA through newsletters, email and announcements.

If awarded a grant, how will you use the funds?

The funds will be used to offset the costs of students to attend the event.

How will this program or event contribute to the community spirit and positive image of Firestone while benefitting the community members and the Town of Firestone?

FHS has many Firestone residents and student will be representing Firestone on a national level as well as learning new skills to bring back to the community.

Has your organization applied for a grant from the Town of Firestone before? Yes

No

Was your organization previously awarded a grant from the Town of Firestone? Yes

No

In what year?

2018

How much was the grant?

\$1000

Submission

By signing below, you agree that all the information provided in and attached to this grant application is correct.

Name: Brian Enns

Signature:  Date: 4/9/19

Please note that this is only a request form. All requests should be submitted to the
Town Clerk's office which will submit them to the Board of Trustees
for consideration in accordance with the annual budget schedule and available grant funds.

Please return completed application via mail or email to: Town of Firestone,
151 Grant Ave., PO Box 100, Firestone, CO 80520



Staff Report

Firestone City Centre Subdivision Filing No. 3, Amendment 1

Final Plat

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

April 24, 2019

Applications

This staff report is for the Firestone City Centre Subdivision Filing No. 3, Amendment 1, Final Plat ("Final Plat"). The applicant for this submittal is THF Firestone Development, LLC.

Notice

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

Location and Process

The approximate location of the Final Plat is southwest corner of Firestone Boulevard and Jake Jabs Boulevard. This is a final plat of Firestone City Centre Subdivision Filing No. 3, Amendment 1.

Site Analysis

The Final Plat is comprised of two lots and one tract with a total area of 3.2 acres. These lots/tract are being created by re-subdividing Tract C, Firestone City Centre Subdivision Filing No. 3. The property is generally flat and developed with a restaurant on Lot 1, and two multi-tenant in-line commercial buildings on Lot 2. Tract A is created for the existing monument sign which is maintained by the owner.

Plan Analysis

The Final Plat is proposed to create individual lots for the existing buildings.

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

The Planning Commission and Board of Trustees may approve a final plat application if it meets the intent of the Regulations and complies with the Code. In deciding whether to approve, approve with modifications or disapprove a final plat, the Planning Commission and Board of Trustees shall be guided by the following standards from Section 16.12.075 of the Code:

1. Whether the plat conforms to all requirements and standards of this title and the Firestone Development Regulations;
2. Whether approval of the plat will promote the purposes of this title and be consistent with the town's comprehensive plan, applicable zoning requirements and other applicable federal, state and town laws;
3. Whether improvements in or serving the proposed subdivision will comply with the requirements and standards of the town's design criteria and construction specifications; and
4. Whether the plat conforms with all other ordinances, resolutions, regulations, agreements and policies governing the subdivision thereof.

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

Planning Commission and Town staff recommends the Board of Trustees approve draft Resolution 19-32, a resolution approving the Firestone City Centre Subdivision Filing No. 3, Amendment 1 final plat with conditions.

FINAL PLAT

FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 1

A REPLAT OF TRACT C, FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, LOCATED IN THE NORTHWEST QUARTER OF SECTION 11. TOWNSHIP 2 NORTH, RANGE 68 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

SHEET 1 OF 2

OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED THE FIRESTONE DEVELOPMENT, L.L.C., A MISSOURI LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE LAND SHOWN IN THIS FINAL PLAT AND DESCRIBED AS FOLLOWS:

TRACT C, FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AS PER THE PLAT RECORDED OCTOBER 01, 2010 AT RECEPTION NO. 3722597 IN THE OFFICE OF THE CLERK AND RECORDER, COUNTY OF WELD, STATE OF COLORADO, SITUATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE.

CONTAINING AN AREA OF 3.259 ACRES (141,970 SQ. FT.), MORE OR LESS.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF **FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 1**, A SUBDIVISION OF A PART OF THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE TOWN OF FIRESTONE ALL SERVING PUBLIC UTILITIES (AND OTHER APPROPRIATE ENTITIES) THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS SHOWN.

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

OWNER

OWNER: THF FIRESTONE DEVELOPMENT, L.L.C., A MISSOURI LIMITED LIABILITY COMPANY
BY: THF FIRESTONE INVESTORS, L.L.C., A MISSOURI LIMITED LIABILITY COMPANY, ITS MANAGER

BY: _____
MICHAEL H. STAENBERG, MANAGER

NOTARY CERTIFICATE

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____.

BY MICHAEL H. STAENBERG, AS MANAGER OF THF FIRESTONE INVESTORS, L.L.C., A MISSOURI LIMITED LIABILITY COMPANY, MANAGER OF THF FIRESTONE DEVELOPMENT, L.L.C., A MISSOURI LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES

LENDER CONSENT

THE UNDERSIGNED, ASSOCIATED BANK, NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION, AS THE BENEFICIARY OF A DEED OF TRUST RECORDED WITH THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3958290 AND THAT CONSTITUTES A LIEN UPON THE OWNER'S PROPERTY, HEREBY CONSENTS TO THE DEDICATION OF EASEMENTS AS SHOWN ON THIS FINAL PLAT OF FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 1, AND HEREBY FOREVER RELEASES SAID LANDS FROM SAID LIEN.

BY: _____
TITLE: _____

NOTARY CERTIFICATE

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

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

20____, BY _____, AS _____, OF ASSOCIATED BANK,
NATIONAL ASSOCIATION.

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES

OWNER:

THF FIRESTONE DEVELOPMENT, L.L.C.
2127 INNERBELT BUS CENTER DR. SUITE 200
ST. LOUIS, MISSOURI 63114-5700
314-513-1500
CONTACT: MICHAEL H. STAENBERG
MSTAENBERG@TSGPROPERTIES.COM

DEVELOPER:

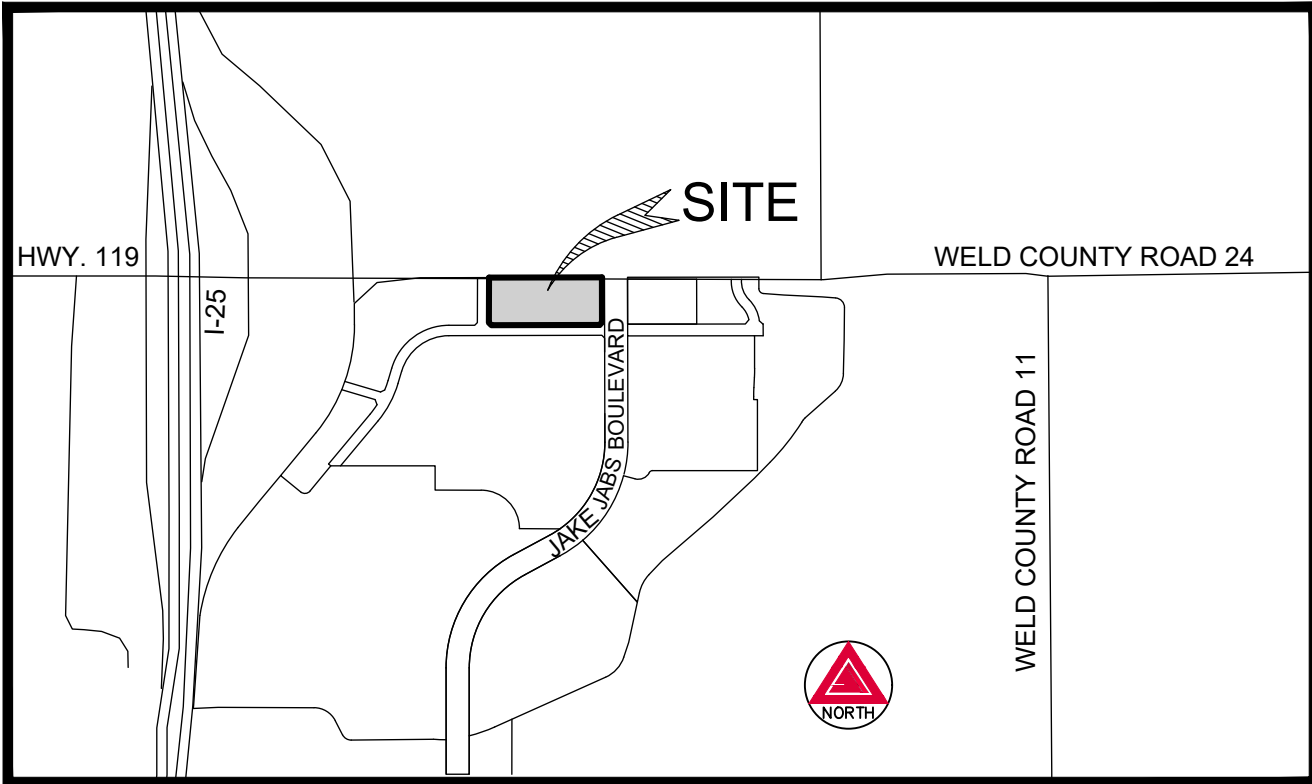
THF FIRESTONE DEVELOPMENT, L.L.C.
2127 INNERBELT BUS CENTER DR. SUITE 200
ST. LOUIS, MISSOURI 63114-5700
314-513-1500
CONTACT: MICHAEL H. STAENBERG
MSTAENBERG@TSGPROPERTIES.COM

SURVEYOR:

AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1
LITTLETON, COLORADO 80122
303-713-1898
CONTACT: TRAVIS FRAZIER, P.E.
SLEE@AZTECCONSULTANTS.COM

ENGINEER:

REDLAND
1500 WEST CANAL COURT
LITTLETON, COLORADO 80120
720-283-6783
CONTACT: TRAVIS FRAZIER, P.E.
TFRAZIER@REDLAND.COM



VICINITY MAP
SCALE: 1" = 1000'

GENERAL NOTES

- 1) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, COLORADO REVISED STATUTE.
- 2) BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11 TOWNSHIP 2 NORTH, RANGE 68 WEST, OF THE SIXTH PRINCIPAL MERIDIAN AND ASSUMED TO BEAR NORTH 89°51'57" EAST, MONUMENTED AS SHOWN AND DESCRIBED HEREON.
- 3) FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. N0020585-010-T02-ES, WITH AN EFFECTIVE DATE OF DECEMBER 19, 2016 AT 8:00 A.M. WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.
- 4) PER FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 08123C1890E, EFFECTIVE JANUARY 20, 2016, THE SUBJECT PARCEL IS WITHIN THE OTHER AREAS ZONE X, WHICH ARE AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- 5) DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
- 6) UPON AND AFTER RECORDATION, THIS PLAT SHALL SUPERSEDE AND REPLACE ALL SUBDIVISION PLATS PREVIOUSLY FILED OF RECORD WITH RESPECT TO THE PROPERTY DESCRIBED IN THIS PLAT, WITH THE LEGAL EFFECT THAT ALL SUCH PREVIOUSLY RECORDED PLATS SHALL BE CONSIDERED VOID AND OF NO FURTHER LEGAL AFFECT AS APPLIED TO THE PROPERTY DESCRIBED IN THIS PLAT, AND THAT THE PROPERTY DESCRIBED IN THIS PLAT SHALL BE CONCLUSIVELY RELEASED FROM THE ENCUMBRANCE OF ALL SUCH RECORDED PLATS UPON AND AFTER RECORDATION OF THIS PLAT.
- 7) DATE OF SURVEY: JANUARY 17, 2019

TRACT OWNERSHIP & MAINTENANCE					
TRACT	SQUARE FEET±	ACRES±	USE	OWNERSHIP	MAINTENANCE
TRACT A	357	0.008	LANDSCAPING	THE FIRESTONE DEVELOPMENT, L.L.C.	OWNER/ASSIGNS

SHEET INDEX

SHEET 1 — DEDICATION, APPROVALS, VICINITY MAP, AND GENERAL NOTES
SHEET 2 — OVERALL BOUNDARY, LOTS

REPLAT STATEMENT

FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 1 HAS BEEN CREATED TO SUBDIVIDE TRACT C, FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, INTO TWO LOTS AND ONE TRACT.

SURVEYING CERTIFICATE:

I, SHAUN D. LEE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY PERSONAL SUPERVISION AND CHECKING. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLY WITH ALL APPLICABLE RULES, REGULATIONS AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND THE TOWN OF FIRESTONE.



BY: SHAUN D. LEE, L.S. NO. 38158
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER 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. 13-80-105(3)(A) C.R.S.

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

TOWN OF FIRESTONE APPROVAL

THIS IS TO CERTIFY THAT THE FINAL PLAT OF **FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 1** WAS APPROVED ON THIS ____ DAY OF _____, 20____, BY RESOLUTION NO. _____, AND THAT THE MAYOR OF THE TOWN OF FIRESTONE ON BEHALF OF THE TOWN OF FIRESTONE, HEREBY ACKNOWLEDGES SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

MAYOR _____

ATTEST: TOWN CLERK _____

FIRESTONE INFORMATION BLOCK

Name of Application	FIRESTONE CITY CENTRE
Type of Submittal	FINAL PLAT, AMENDMENT 1
Filing Number	THREE
Phase Number	N/A
Preparation Date	01-17-2019
Revision Date	04-02-2019
Revision Date	
Revision Date	

COVER PAGE ~ SHEET 1 of 2

 AzTec Proj. No.: 54818-51	300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com	FINAL PLAT THE FIRESTONE DEVELOPMENT L.L.C.		DATE OF PREPARATION:	01-17-2019
		2127 INNERBELT BUS CENTER DR. SUITE 200 ST. LOUIS, MISSOURI 63114-5700 314-513-1500		SCALE:	N/A
				SHEET 1 OF 2	

FINAL PLAT

- ✶ SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38158"
- SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38158"
- ¹ ● FOUND 1-1/4" YELLOW PLASTIC CAP STAMPED "ESC PLS 33202"
- ² ● FOUND 1-1/4" YELLOW PLASTIC CAP STAMPED "V3 PLS 37993"
- ³ ● FOUND NO. 5 REBAR BENT NO CAP

NE COR. NW 1/4 NW 1/4
SEC 11 FOUND 2 1/2"
ALUMINUM CAP STAMPED
"ATWELL PLS 29430"

N 1/4 COR. SEC 11
RECOVERED NO. 6 REBAR
WITH 2-1/2" ALUM CAP
STAMPED "PLS 31169
2003" IN MONUMENT BOX

FIRESTONE BOULEVARD
(120' PUBLIC RIGHT-OF-WAY)

REC. NO. 3001388

REC. NO. 3001387

 N89°51'57"E 1298.27'
NORTH LINE OF THE NE 1/4 OF NW 1/4 SEC. 11
(BASIS OF BEARINGS)

NORTH LINE OF THE NW 1/4 OF NE 1/4 SEC. 11

LOT 4
FIRESTONE CITY CENTRE
SUBDIVISION FILING NO. 3
REC. NO. 3722597

TRACT 1
FIRESTONE CITY CENTRE
SUBDIVISION FILING NO. 3
REC. NO. 3722597

LOT 1
102,312 SF
2.349 AC

LOT 2
39,301 SF
0.902 AC

LOT 1A
FIRESTONE CITY CENTRE
SUBDIVISION FILING NO. 4
1ST REPLAT
REC. NO. 4390533

NW 1/4, NE 1/4 SEC. 11,
T.2N., R.68W., SIXTH P.M.

TRACT J
FIRESTONE CITY CENTRE
SUBDIVISION FILING NO. 3
REC. NO. 3722597

N44°57'39"W
26.24

TRACT E
FIRESTONE CITY CENTRE
SUBDIVISION FILING NO. 1
REC. NO. 3522365

CITY CENTRE ROAD
(61' WIDE PRIVATE RIGHT-OF-WAY)
TRACT 1
FIRESTONE CITY CENTRE
SUBDIVISION FILING NO. 3
REC. NO. 3722597

S55°43'37"W
41.68'

JAKE JABS BOULEVARD
(PUBLIC RIGHT-OF-WAY WIDTH VARIES)

TRACT E
FIRESTONE CITY CENTRE
SUBDIVISION FILING NO. 3
REC. NO. 3722597

NE 1/4, NW 1/4 SEC. 11,
T.2N., R.68W., SIXTH P.M.

LOT 1
FIRESTONE CITY CENTRE
SUBDIVISION FILING NO. 1
REC. NO. 3522365

DETAIL PAGE ~ SHEET 2 of 2



300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

FINAL PLAT
THE FIRESTONE DEVELOPMENT L.L.C.

2127 INNERBELT BUS CENTER DR. SUITE 200
ST. LOUIS, MISSOURI 63114-5700
314-513-1500

DATE OF PREPARATION:	01-17-2019
SCALE:	1" = 40'
S H E E T 2 O F 2	

AzTec Proj. No.: 54818-51

Drawn By: RBA

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

Notice is hereby given that the Town of Firestone Planning and Zoning Commission will hold a Public Hearing commencing at 7:00 p.m., Thursday, April 18, 2019 at the Firestone Town Hall, 151 Grant Avenue, Firestone, Colorado 80520. The purpose of the Public Hearing is to consider a request of THF Firestone Development, LLC for approval of a final plat application for Firestone City Centre Filing No. 3, 1st Amendment.

Further Notice is hereby given that the Board of Trustees of the Town of Firestone will hold a Public Hearing commencing at 7:00 p.m., Wednesday, April 24, 2019 at the Firestone Town Hall, 151 Grant Avenue, Firestone, Colorado 80520. The purpose of the Public Hearing is to consider a request of THF Firestone Development, LLC for approval of a final plat application for Firestone City Centre Filing No. 3, 1st Amendment.

The approximate location of the proposed final plat is at the southwest corner of Firestone Boulevard and Jake Jabs Boulevard. The legal description for the proposed final plat is set forth in Exhibit A.

Any person may appear at the Public Hearings and be heard regarding the matters under consideration.

The application is on file with the Town of Firestone. For questions or comments contact:

Town of Firestone
Planning & Development Department
8308 Colorado Blvd., Suite 200
Firestone, CO 80504
Phone: (303) 833-3291
Fax: (720) 476-4232

TOWN OF FIRESTONE, COLORADO
Leah Vanarsdall
Town Clerk

EXHIBIT A

(Legal Description)

TRACT C, FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3

Please publish in the Times-Call on Wednesday, April 3, 2019.

Please send the affidavit of publication and billing to:

Town Clerk
Town of Firestone
PO Box 100
Firestone, CO 80520-0100

RESOLUTION 19-35

**A RESOLUTION APPROVING A FINAL PLAT FOR FIRESTONE CITY
CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 1.**

WHEREAS, there has been submitted to the Planning and Zoning Commission and Board of Trustees of the Town of Firestone a request for approval of a final plat for Firestone City Centre Subdivision Filing No. 3, Amendment 1; and

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

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

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

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

Section 1. The Final Plat for Firestone City Centre Subdivision Filing No. 3, Amendment 1 is hereby approved, subject to the conditions set forth in Exhibit A attached hereto and incorporated herein by this reference.

PASSED AND ADOPTED this 24th day of April, 2019.

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

EXHIBIT A
Firestone City Centre Subdivision Filing No. 3, Amendment 1
Final Plat
Conditions of Approval

1. Provide an updated title commitment when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.
2. Technical corrections to the Firestone City Centre Subdivision Filing No. 3, Amendment 1 final plat shall be made to the Town's satisfaction.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 9.a.

Discussion/Action

Meeting Date: April 24, 2019

Initiated By: Julie Pasillas

Dept: Water/Sewer

AGENDA TITLE

RESOLUTION NO.19-17: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE APPROVING THE ST. VRAIN WATER AUTHORITY ESTABLISHING CONTRACT BY AND BETWEEN THE TOWN OF FIRESTONE AND THE LITTLE THOMPSON WATER DISTRICT PURSUANT TO C.R.S. 29-1-204.2

SUMMARY

The St. Vrain Water Authority (Authority) is being formed under the provisions of C.R.S Title 29, for the purpose of owning and operating the St. Vrain Water Treatment Plant (Plant) to provide potable water for the benefit of the Members. The original Members that are forming the Authority are the Town of Firestone and the Little Thompson Water District (LTWD).

The initial capacity of the Plant is 1.5 million gallons per day (MGD), of which 100 percent is reserved for the Town of Firestone. The Plant is designed to be expanded to up to 5.0 MGD per day of treatment capacity. The LTWD has subscribed for 0.25 MGD of future capacity in the Plant, by virtue of agreeing to pay the Subscription Fee, which is intended to cover a pro rata portion of the non-construction costs—engineering and legal fees, for example.

When the LTWD decides to expand the Plant capacity, LTWD will pay a Plant Investment Fee that is based on the direct cost of expansion plus a pro rata portion of certain costs incurred during the initial construction to pay for upsizing of items (storage tanks, for example) to allow future expansion of the Plant.

The Authority will treat raw water that each Member delivers to the Plant, and then deliver treated water to the Member's distribution system. The water supply that the Town will deliver to the St Vrain Water Treatment Plant will be alluvial groundwater pumped from wells owned by the Town; the augmentation water supplies that will allow the Town's wells to divert will be fully consumable Windy Gap return flows and fully consumable native St. Vrain Creek water rights owned by the Town (Lower Boulder Ditch and Rural Ditch, for example).

The Plant may also be used to treat and deliver the Town's water from the Northern Integrated Supply Project (NISP) when that project comes on line.

There will be five members of the Board of Directors of the Authority; the Town will appoint four Directors by this Resolution and LTWD will appoint one Director.

Each Member will enter into a separate Intergovernmental Agreement with the Authority which will define the terms and extent of service provided by the Authority to the Member. Each IGA is to be signed within 91 days of the date of establishment of the Authority.

HISTORY AND PREVIOUS BOARD ACTION

In the last two years the Board of Trustees has approved numerous contracts for Leonard Rice Engineers, Inc. and Alan Plummer Associates, Inc., and others, to pursue the design of the St Vrain Water Treatment Plant, and a contract to pre-procure membrane filters from Evoqua. During the design process it became clear that this was an opportunity for the Town to collaborate with other water providers and local communities to create a regional water Authority.

Discussions with Left Hand Water District, Town of Erie, Todd Creek Village Metropolitan District, City of Dacono, Town of Frederick, Little Thompson Water District, Central Weld County Water District, and the St. Vrain Left Hand Water Conservancy District resulted in one entity, the Little Thompson Water District, agreeing to join the Authority as an original Member. The Establishing Contract does allow for other entities to join as a Member, upon unanimous approval by the Authority Board and the governing body of each Member. In addition, Non-members may be served treated water by the Authority by contracting with the Authority for such service.

RECOMMENDATION

Staff recommends that the Board adopt a motion to approve the attached Resolution No. 19-17 Approving the St Vrain Water Authority Establishing Contract.

ALTERNATIVES

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

ATTACHMENTS

1. Resolution 19-17 to Approve St Vrain Water Authority Establishing Contract
2. St Vrain Water Authority Establishing Contract

FINANCIAL CONSIDERATIONS

Costs for 2019 have been approved in the 2019 Budget. Costs for 2020 will be approved by the Board in the 2020 budget process. Details of the financing of construction costs will be developed in 2019 and 2020 for approval by the Board.

RESOLUTION NO. 19-17

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE APPROVING THE ST. VRAIN WATER AUTHORITY ESTABLISHING CONTRACT BY AND BETWEEN THE TOWN OF FIRESTONE AND THE LITTLE THOMPSON WATER DISTRICT PURSUANT TO C.R.S. § 29-1-204.2, *et. seq.*

WHEREAS, the Town of Firestone (“Firestone”) and the Little Thompson Water District (“LTWD”) are authorized by the provision of C.R.S. §29-1-204.2, *et seq.*, to establish a water authority to be used to effect the development of water resources, systems and facilities, for use, in whole or in part, to benefit of the inhabitants and service users of the contracting parties or others at the discretion of the board of directors of the authority; and

WHEREAS, Firestone desires to enter into an establishing contract with LTWD for the establishment of the St. Vrain Water Authority, as further described in the St. Vrain Water Authority Establishing Contract (the “Establishing Contract”) attached hereto; and

WHEREAS, Firestone wishes to appoint four initial Directors as described in the Establishing Contract.

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

Section 1. The proposed Establishing Contract between the Town of Firestone and Little Thompson Water District for the establishment of the St. Vrain Water Authority (the “Authority”) is hereby approved in essentially the same form as the copy of such Establishing Contract accompanying and made a part of this Resolution.

Section 2. The Mayor is hereby authorized to execute the Establishing Contract on behalf of the Town, except that the Mayor, and/or the Town Manager on the Mayor’s behalf is hereby granted the authority to negotiate and approve such revisions to the Establishing Contract as necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Establishing Contract are not altered.

Section 3. Pursuant to Article 3.1.1.1. of the Establishing Contract, Firestone is authorized to appoint four initial Directors to the Board of Directors for the Authority. The Board of Trustees hereby appoints Frank A. Jimenez , David Lindsay, Julie Pasillas and Julie Svaldi to act as initial Directors of the Authority. The Board of Trustees reserves the right to remove any of those Directors hereby appointed at any time with or without cause and appoint a replacement for such Director.

Section 4. Any obligations expressed in the Establishing Contract are subject to and conditioned upon execution of the Establishing Contract by LTWD.

PASSED AND ADOPTED THIS 24th DAY OF APRIL, 2019

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

ST. VRain WATER AUTHORITY ESTABLISHING CONTRACT

THIS ST. VRain WATER AUTHORITY ESTABLISHING CONTRACT (“Contract”) is made and entered into, effective as of _____, 2019, (“Establishment Date”) by and between the Town of Firestone, a Colorado municipal corporation and political subdivision of the State (“Firestone”), and Little Thompson Water District, a quasi-municipal corporation and political subdivision of State (“Little Thompson”), individually referred to herein as a “Member” and collectively referred to herein as the “Members.”

RECITALS

WHEREAS, the Town of Firestone is a duly organized and existing Colorado municipal corporation and is authorized to own and operate water systems or facilities; and

WHEREAS, Little Thompson Water District is a duly organized and existing quasi-municipal corporation and is authorized to own and operate water systems or facilities; and

WHEREAS, Firestone and Little Thompson are authorized by the provisions of Colo. Const. Art. XIV, §18, C.R.S. 29-1-201, *et seq.*, and C.R.S. §31-35-402 to enter into contracts with other political subdivisions of the State of Colorado; and

WHEREAS, Firestone and Little Thompson are authorized by the provision of C.R.S. §29-1-204.2, *et seq.*, to establish a water authority to be used to effect the development of water resources, systems and facilities, in whole or in part, for the benefit of the inhabitants and service users of the contract parties or others at the discretion of the board of directors of the authority; and

WHEREAS, Firestone and Little Thompson have determined it is in the best interests of their constituents and service users to establish a water authority.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated by reference into this Contract, and in consideration of the mutual promises and undertakings herein, the Parties agree as follows:

ARTICLE 1. NAME OF AUTHORITY

- 1.1. Name. The name of the entity hereby established shall be the St. Vrain Water Authority (“Authority”).

ARTICLE 2. PURPOSE AND TERM OF AUTHORITY

- 2.1. Purpose. The purpose of the Authority is to effect the development of systems and facilities for purposes of furnishing a potable water supply for the benefit of the Members and their constituents and service users. By this Contract, the Members intend to establish an entity for the purposes of financing, designing, constructing, acquiring,

operating, maintaining, and utilizing water resources, facilities and services of such Authority in conjunction and cooperation with the Members.

- 2.2. Term. In accordance with C.R.S. §29-1-204.2(2)(d), this Contract shall continue until terminated pursuant to a written resolution and unanimous vote of the Board of Directors of the Authority in favor of termination and by ratification of such termination by the governing bodies of each of the Members. However, this Contract may not be terminated so long as the Authority has bonds, notes or other obligations outstanding, unless provision for full payment of such obligations, by escrow or otherwise, has been made by the Board of Directors pursuant to terms of such obligations at the time of termination.
- 2.3. Termination. In the event of the termination of this Contract and dissolution of the Authority, all rights, title and interest of the Authority in the General Assets (as hereinafter defined) of the Authority shall be conveyed to the Members who are at the time of the termination, tenants-in-common subject to any outstanding liens, mortgages or other pledges of such General Assets. The interest in the General Assets of the Authority conveyed to each Member shall be that proportion of the Defined System Capacity to which each Member is dedicated as described in Article 5. The term “General Assets” as used herein shall include all legal and equitable interests in real or personal property, tangible or intangible, of the Authority.

ARTICLE 3. GOVERNING BODY

- 3.1. Board of Directors. The Board of Directors (the “Board” and the “Directors”) shall consist of five (5) Directors. Each Member shall be entitled to appoint at least one (1) Director. Each Member with at least 0.5 million gallons per day (MGD) of Defined System Capacity shall be entitled to appoint at least three (3) Directors. The remaining Director(s) shall be appointed by Members proportionate to the percentage of the Defined System Capacity to which the Member is dedicated as described in Article 5¹. The Directors appointed by the Members may include any or all of the Directors of the governing bodies of each of the Members.
- 3.1.1. Term of Directors. Each Director shall serve a term of three years. However, the terms of the Board of Directors shall be staggered so that the first term of each Director shall be as follows: the first Director appointed by each Member shall serve a full three year term; the next two (2) Directors appointed by the Members, as apportioned pursuant to 3.1 above shall serve two year terms; the last Director appointed by the Members shall serve a one-year term. Upon expiration of a term, a Director shall continue to serve until a successor Director has been appointed by the Member entitled to make such appointment. Nothing herein shall preclude re-appointment of a Director by a Member for consecutive terms.

¹ Any Defined System Capacity not attributable to Members pursuant to Plant Investment Fees made by Members shall not be included when determining the number of Directors each Member is entitled to appoint to the Board. This is intended to exclude any portions of the Defined System Capacity used to serve Non-Member Contractees.

- 3.1.1.1. Initial Directors. For the first appointments made to the Board by the Members, Firestone shall be entitled to appoint four Directors to the Board of Directors and Little Thompson shall be entitled to appoint one Director to the Board of Directors. The length of the terms of the Directors shall be in accordance with the term lengths described above. The number of Directors shall be re-apportioned at the end of Director terms as described in this Article 3.
- 3.1.2. Vacancy. A vacancy occurring on the Board, for reasons other than expiration of the outgoing Director's term of office shall be filled by the selection of a successor Director by the Member for which the outgoing Director was appointed, or the successor to such Member. Vacancies other than by expiration of term of office shall be filled for the remainder of the unexpired term. Any Member may remove a Director which it appointed with or without cause. At the expiration of any term of office for a Director(s), any vacant seat on the Board shall be allocated to Members as described in Paragraph 3.1 above and a Director shall be appointed by the Member entitled to do so.
- 3.1.3. Board Shall Conduct Business of the Authority. The Board shall conduct the business of the Authority in good faith and utilizing a reasonable businessperson standard.
- 3.1.4. Expansion of Board of Directors. Upon the increase in Membership of the Authority as provided by Article 6, or upon Amendments to this Contract approved by the current Members as provided in Article 7, the number of Directors of the Authority's Board of Directors may be increased. However, no such Amendment shall result in the number of Directors being an even number.
- 3.2. Meetings. Regular meetings of the Board shall be held at such place, on such day, and at such hour as the Board shall, by resolution, from time to time establish. Special meetings may be held at any time and at any place within the State of Colorado provided at least seventy-two (72) hours notice is delivered to the home or place of employment of each Director and the address of each Member provided below. The President or Vice President may, and on the written request of three (3) Directors, shall, call a special meeting of the Board. Any director may include an item for discussion or action on the Board agenda, provided that such item or action is included at least seventy-two (72) hours prior to the commencement of the meeting. The Authority is a political subdivision and public corporation of the State of Colorado, separate from the Members, within the meaning of the Colorado Open Meeting Law, C.R.S. §24-6-401, *et seq*.
- 3.2.1. Quorum. A quorum of the Board of Directors is more than one-half of the number of Directors serving on the Board. A quorum shall be necessary for any action to be taken by the Board.
- 3.2.2. Voting. Unless otherwise specifically provided for herein, a vote of a majority of the directors in attendance at a meeting of the Authority shall be sufficient for action

to be taken by the Board, provided a quorum is in attendance and available to vote on the action.

- 3.3. Officers and Duties. The Directors shall elect annually at the first meeting of each calendar year, a President, a Vice-President, a Secretary and a Treasurer, provided however, that the Secretary may be a person other than a Director, and provided further that the same person may serve as both Secretary and Treasurer (provided that such Secretary/Treasurer is a Director). The President shall chair all meetings. Whenever the President is absent, the Vice-President shall assume all duties of the President. The Secretary shall keep in a visual text format that may be transmitted electronically, a record of all the Authority's proceedings, minutes of all meetings, certificates, contracts, bonds given by employees, and all corporate acts. The Treasurer shall keep strict and accurate accounts of all money received by or disbursed for and on behalf of the Authority in permanent records.
- 3.4. Budgets, Accounting and Audits. The Board shall comply with C.R.S. §29-1-204.2(20)(b)(IV) and all other applicable State and Federal laws and shall make provisions for annual budgets, and audits when required, in accordance with local government accounting standards including Parts 1, 5 and 6, Article 1, Title 29, C.R.S., as amended. Annual budgets and the results of any audits shall be presented to each Member no more than 30 days after review by the Board.
- 3.5. Indemnification. The Authority shall, to the extent permitted by law, indemnify and defend each Director, officer and employee of the Authority in connection with any claim or actual or threatened suit, action, or proceeding in which he or she may be involved in his or her official capacity by reason of his or her being or having been such Director or officer, or by reason or any action or omission by him or her in any such capacity. The Authority shall have no obligation to indemnify and defend any such Director or officer for any claim, suit, action or proceeding arising out of criminal offenses or willful and wanton misconduct of such Director or officer.

ARTICLE 4. POWERS OF THE AUTHORITY

- 4.1. The Authority shall have all general powers of an authority organized and operating pursuant to C.R.S. §29-1-204.2, which include the following:
 - 4.1.1. To develop water resources, systems or facilities or conveyance and drainage facilities in connection to water treatment, in whole or in part for the benefit of the inhabitants or service users of the Members, at the discretion of the Board of Directors of the Authority, subject to fulfilling any conditions or requirements set forth in this Contract;
 - 4.1.2. To make and enter into contracts;
 - 4.1.3. To employ agents and employees;
 - 4.1.4. To acquire, construct, manage, maintain, or operate water systems, facilities, works, or improvements, or drainage facilities, or any interest therein;

- 4.1.5. To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property utilized for the purposes of water treatment, distribution, and wastewater disposal, or of conveyance and drainage;
 - 4.1.6. To condemn property for use as rights-of-way only if such property is not owned by any public utility and devoted to such public use pursuant to state authority;
 - 4.1.7. To incur debts, liabilities, or obligations;
 - 4.1.8. To sue and be sued in its own name;
 - 4.1.9. To have and use a corporate seal;
 - 4.1.10. To fix, maintain, and revise fees, rates, and charges for functions, services or facilities provided by the entity;
 - 4.1.11. To adopt, by resolution, regulations respecting the exercise of its powers and carrying out its purpose;
 - 4.1.12. To exercise any other powers which are essential to the provisions of functions, services, or facilities by the entity and which are specified in this contract;
 - 4.1.13. To do and perform any acts and things authorized by this Contract, under, through, or by means of an agent or by contracts with any person, firm, or corporation;
 - 4.1.14. To provide for the rehabilitation of any surfaces adversely affected by the construction of water pipelines, facilities, or systems or of drainage facilities through the rehabilitation of plant cover, soil stability, and other measures appropriate to the subsequent beneficial use of such lands;
 - 4.1.15. To operate as an "Enterprise" under Colorado Constitution Article X, Section 20.
- 4.2. Financial Powers. The Authority is a political subdivision and a political corporation of the State of Colorado, separate from the Members. It shall have the duties, privileges, immunities, rights and liabilities of a public body politic and corporate. The provision of Articles 10.5 and 47 of title 11, C.R.S., shall apply to moneys of the Authority.
- 4.2.1. The bonds, notes, and other obligations of the Authority shall not be the debts, liabilities, or obligations of the Members.
 - 4.2.2. The Authority is authorized to receive funds from proprietary revenues for services rendered by the Authority, from proprietary revenues or other public funds as contributions to defray the cost of any purpose set forth in this Contract and from proprietary revenues or other public funds as advances for any purpose subject to repayment by the Authority.
 - 4.2.3. The Authority shall operate as an "Enterprise" as that term is defined under Colorado Constitution Article X, Section 20.
 - 4.2.4. To carry out the purposes for which the Authority is established, the Authority is authorized to issue bonds, notes, or other obligations payable solely by the revenues

derived from the function, service, system or facility or the combined functions, services, systems, or facilities of the entity or from any other available funds of the Authority. The terms, conditions, and details of said bonds, notes, and other obligations, the procedures related thereto, and the refunding thereof shall be set forth in the resolution authorizing said bonds, notes or other obligations.

ARTICLE 5. SERVICES OF THE AUTHORITY

- 5.1. Standards of Service. Any improvements operated by the Authority shall substantially comply with all applicable federal, state and local statutes, regulations, ordinances, permits and orders, including without limitation, the Federal Clean Water Act and Safe Drinking Water Act. Where applicable, the Authority shall promulgate water quality standards, treatment standards and discharge standards for all Authority improvements.
- 5.2. Water Treatment for Members. The Authority shall treat and deliver water to Members from supplies, including augmentation supplies, furnished to the Authority by Members. Members shall enter into a separate contract with the Authority, as authorized pursuant to C.R.S. § 29-1-203, which shall define the terms and extent of the service provided by the Authority to the Member(s) and the obligations of each Member for delivery of water supplies (the "Member's IGA"). Each Member's IGA with the Authority shall be amended from time to time as necessary to reflect changes in the Authority's service responsibilities and capabilities. Each original Member shall enter into a Member IGA with the Authority within ninety-one (91) days after the Establishment Date of the Authority.
- 5.3. Water Treatment for Non-Members. The Authority may enter into contracts to treat and deliver water to Non-Members from supplies, including augmentation supplies, dedicated to the Authority by the Non-Member Contractees, or otherwise available to the Authority. The Board may determine the terms and conditions of such service to Non-Member Contractees, including the assessment of any fees which the Authority must levy in order to build additional Defined System Capacity necessary to serve Non-Member Contractees. Such additional Defined System Capacity shall not be dedicated to Members unless and until the Authority no longer has an obligation to supply water to the Non-Member Contractees.
- 5.4. Rates and Charges. The Authority shall impose and collect reasonable and equitable operating rates and charges to recover the costs of operating, maintaining, repairing, replacing, and as necessary, expanding infrastructure and improvements. Such rates and charges shall be established by the Board and modified as necessary. Rates and charges may include reasonable allocations of general and administrative overhead expenses. The Board may establish different rates and charges for Members and Non-Member Contractees.
- 5.5. Allocation of Capacity in Authority's Infrastructure. Any infrastructure used by the Authority to provide services to Members and Non-Member Contractees, which is owned, leased or otherwise controlled by the Authority shall be the Defined System

Capacity of the Authority². The Defined System Capacity shall be determined by the Board each year and each Member shall be notified of such determination. Each Member shall be entitled to that portion of the Defined System Capacity which is dedicated to that Member by that Member's IGA. A Member's dedicated Defined System Capacity shall corresponds to the Plant Investment Fee made by such Member. Plant Investment Fees may be made in kind or in cash. In kind contributions shall have the value agreed upon between the Member and the Authority. A minimum Plant Investment Fee sufficient for at least 0.25 MGD of Defined System Capacity, as determined by the Authority, shall be required by each Member in the Member's IGA. Payment of a Member's Plant Investment Fee may be deferred until such date(s) the Member intends to acquire and utilize the Member's Defined System Capacity.

5.5.1. In addition to a Plant Investment Fee, each Member shall pay a Subscription Fee, reserving the amount of Defined System Capacity for the exclusive use of the Member. The Subscription Fee shall be described in the Member's IGA. The intent of the Subscription Fee is to cover those amounts of Non-Construction Costs³ related to the treatment plant, paid by the Authority and/or its Members. As with the Plant Investment Fee, payments can be paid in kind or in cash. Members may be credited for funds spent on behalf of the Authority prior to its creation.

5.5.2. Within thirty (30) days of receipt of the annual Defined System Capacity, each Member shall provide the Authority with an estimate of the maximum water supply the Member intends to deliver to the Authority for treatment. The Authority shall treat and deliver to each Member the proportionate amount of water supply delivered to the Authority by each Member, less system losses attributable to the treatment and conveyance process. Nothing herein shall require the Authority to deliver treated water to any Member in excess of the Member's dedicated portion of the Defined System Capacity.

ARTICLE 6. ASSIGNMENT AND ADDITION OF MEMBER ENTITIES

6.1. Assignment of Membership. Each Member shall be entitled to assign their interest in this Contract to another political subdivision of the State of Colorado authorized to own and operate water systems or facilities, which entity is not already a Member to this Contract. Any such assignment must be approved by the Board prior to transfer of interest, including any terms and conditions the Board finds necessary and proper. No partial assignment shall be recognized. In event of an assignment of Membership, the governing body of the new Member shall ratify the then current terms of this Contract and cause an addendum to this Contract to be executed.

² Defined System Capacity is meant to describe the total output of treated water the Authority can provide to its Members and Non-Member Contractees on a daily basis and shall be measured in millions of gallons per day of treated water.

³ Non-Construction Costs include, but are not limited to: administrative and professional costs of creating the authority, designing the treatment plant, water quality testing, permitting etc.

- 6.2. Additional Members. Additional political subdivisions of the State of Colorado authorized to own and operate water systems or facilities may become Members upon unanimous approval by the Board. Any Member added shall be required to make a Plant Investment Fee in the amount required for the Authority to dedicate Defined System Capacity which is required to the new Member, without detriment to any existing Member's dedicated Defined System Capacity. In the event a new Member is approved by the Board, this Contract shall be amended to acknowledge the new Member and make additional changes as may be needed. Any such amendment must be ratified by the governing body of each Member.
- 6.3. Deletion of Member. Until there are more than two parties to this contract, the provisions for termination of the Authority shall govern the deletion of a party from this Contract. If an additional Member is added, the amendment to this Contract adding the new Member shall determine the procedure for deleting a Member.

ARTICLE 7. GENERAL PROVISIONS

- 7.1. Amendment. No amendment to this Contract, including an amendment adding parties to the Contract in the future, shall be effective unless it is in writing and signed by the Authority and each Member of the Authority. An amendment to add a Member to this Contract shall specify the conditions and requirements to be fulfilled by the new Member.
- 7.2. Partial Invalidity. If any portion of this Contract is determined by a court having jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining portions of this Contract, the intention being that the various provisions of this Contract are severable.
- 7.3. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Colorado and applicable federal law.
- 7.4. Fiscal Year. The fiscal year of the Authority shall begin on the 1st day of January in each year.
- 7.5. Authority. Each party hereto represents and warrants that it has all requisite power, corporate or otherwise, to execute, deliver and perform their obligations pursuant to this Contract. Each party hereto represents and warrants to the other that the execution, delivery and performance of this Contract has been duly authorized by it, and that upon execution and delivery, this Contract will constitute a legal, valid and binding obligation, enforceable against it in accordance with the terms of this Contract.
- 7.6. Notices. If under the terms of this Contract, or as needed in the regular business of the Authority, notice is to be provided to any member, said notice shall be deemed provided upon personal delivery or three (3) business days after the mailing of the same by registered or certified mail, upon receipt requested. The names or address to whom notice is to be sent may be modified by the affected Member by a written notice in writing to the Authority. Until so modified, the persons to receive notice are as follows:

The Town of Firestone

PO Box 100
Firestone, CO 80520
Attn: Julie Pasillas

Little Thompson Water District

835 East Highway 56
Berthoud, CO 80513
Attn: District Manager

- 7.7. No Third Party Beneficiaries. Nothing herein shall be construed to create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent or contractor of the Authority. No third party beneficiaries are intended by this Contract. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.
- 7.8. Notice. Notice shall be deemed to be given if provided by hand delivery, electronic mail, Federal Express (or other similar overnight service) or by registered or certified mail, with postage and fees prepaid.
- 7.9. Entire Agreement. This Contract constitutes the entire agreement among the parties pertaining to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings of the parties as to the subject matter of this Contract. No representation, warranty, covenant, agreement or condition not expressed in this Contract shall be binding upon the parties or shall change or restrict the provisions of this Contract.
- 7.10. Amendment. This Contract may be amended from time to time upon a unanimous vote of the Board of Directors and ratification by the governing body of each Member.
- 7.11. Governmental Immunity Nothing in this Contract shall be construed as a waiver of the rights and privileges of the Members pursuant to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*
- 7.12. Counterparts. This Contract may be executed in one or more counterparts, all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned Members have caused this instrument to be executed as of this ___ day of _____, 2019.

TOWN OF FIRESTONE

By: _____
Title

ATTEST: Name
Title

[Seal]

LITTLE THOMPSON WATER DISTRICT

By: _____
Title

ATTEST: Name
Title

[Seal]

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 9.b.

Discussion/Action

Meeting Date: April 24, 2019

Initiated By:

Dept: Planning & Zoning

AGENDA TITLE

Resolution 19-29: A RESOLUTION EXTENDING THE RECORDING PERIOD FOR THE AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP FINAL DEVELOPMENT PLAN

SUMMARY

Staff has received a request from the representative of the American Furniture Warehouse 81 Truck Shop to extend the recording deadline for the Final Development Plan (FDP) to June 7, 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. 18-41 by the Board of Trustees at the October 10, 2018 regular meeting. Per the Town's Development Regulations, the FDP and associated final documents must be recorded with 120 days, or by February 7, 2019.

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached resolution extending the recording deadline for the application to June 7, 2019.

ALTERNATIVES

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

ATTACHMENTS

1. Reso No 19-29 AFW Extension Request
2. Recording Extension

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 19-29

A RESOLUTION EXTENDING THE RECORDING PERIOD FOR THE AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP FINAL DEVELOPMENT PLAN

WHEREAS, on October 10, 2018, the Board of Trustees for the Town of Firestone adopted Resolution No. 18-41 approving with conditions a Final Development Plan for American Furniture Warehouse 81 Truck Shop; 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 February 7, 2019; and

WHEREAS, the applicant has submitted to the Senior Planner 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 American Furniture Warehouse 81 Truck Shop 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 7, 2019 the recording deadline for the final documents for the American Furniture Warehouse 81 Truck Shop application.

INTRODUCED, READ AND ADOPTED this 10th day of April, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk



LETTER

March 28, 2019

Town of Firestone
Planning & Development
8308 Colorado Blvd. Suite 200,
Firestone, CO 80504

ATTN: Tracy Case - Senior Planner

RE: Recording Deadline for American Furniture Warehouse – Truck Shop

Dear Tracy,

The recording deadline for the AFW – Truck Shop was supposed to happen by February 7th, 2019. That date has come and gone. Studio K2 Architecture has still not received final approval from your department. We are requesting a 120 day extension for the recording of Project No.: 0668.0232.01, the American Furniture Warehouse – Truck Shop.

Please let me know if you need anything else

Regards,



Kevin Koernig, AIA

