FIRESTONE
COLORADO

BOARD OF TRUSTEES

REGULAR MEETING AGENDA

March 27, 2019
7:00 PM
151 Grant Avenue
Firestone, CO 80520

1. Call to Order & Roll Call

2. Pledge of Allegiance

3. Approval of Agenda

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

5. Consent Agenda

5.a. Approval of February 27, 2019 Regular Meeting Minutes & March 20, 2019 BOT Special Meeting Minutes

5.b. Approval of the March 13 & 27, 2019 Payables

5.c. Summary of Cash & Investments for February 2019

5.d. Gould Property Alluvial Well Field Analysis - Amendment 3

5.e. Firestone Police Station Construction Payment Application No.9

5.f. **Resolution 19-20**: A RESOLUTION APPROVING A WATER RIGHTS PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF SHARES OF THE GODDING DITCH COMPANY

6. Presentation

6.a. Junior Girl Scout Troop #76095 - Bronze Award Project

7. Executive Session

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

* 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. Report from Executive Session

9. Public Hearing

9.a. **Resolution 19-18:** A RESOLUTION APPROVING A FINAL PLAT FOR COTTONWOOD HOLLOW FILING NO. 5.

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

10. Discussion/Action

10.a. **Resolution 19-16:** A RESOLUTION APPROVING THE PURCHASE OF SERVICES AND EQUIPMENT AT 7500 PINE CONE AVE, PUBLIC WORKS FACILITY.

10.b. **ORDINANCE 950:** AN ORDINANCE TO APPLY AND CONTRACT FOR BENEFICIAL USE OF WATER ON BEHALF OF THE TOWN OF FIRESTONE, A MUNICIPAL CORPORATION, AND PRESCRIBING THE TERMS FOR APPLICATION FOR AN ALLOCATION OF THE RIGHT TO USE COLORADO-BIG THOMPSON PROJECT WATER TO SAID TOWN OF FIRESTONE BY NORTHERN COLORADO WATER CONSERVANCY DISTRICT.

10.c. Appointment of Pat Conner to the Cultural Committee

10.d. **Resolution 19-19:** A RESOLUTION AUTHORIZING AND APPROVING TOWN'S PARTICIPATION IN THE METRO MORTGAGE ASSISTANCE PLUS PROGRAM, AND AUTHORIZING THE EXECUTION FOR THE DELEGATION AND PARTICIPATION AGREEMENT AND OTHER DOCUMENTS IN CONNECTION THEREWITH

10.e. **Resolution 19-21**: A RESOLUTION APPROVING A GENERAL CONTRACT FOR GOODS AND/OR SERVICES WITH CARBON VALLEY TREE AND LANDSCAPE IN CONNECTION WITH TREE TRIMMING AND REMOVAL SERVICES.

10.f. **Resolution 19-23**: A RESOLUTION APPROVING PURCHASING OF EQUIPMENT FOR THE COMMUNITY RESOURCES DEPARTMENT

* 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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10.g. Discussion on Water Authority Formation

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

12. Reports

12.a. Staff

12.b. Mayor

12.c. Trustees

12.d. Committee Updates

13. Adjournment

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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
February 27, 2019

1. CALL TO ORDER & ROLL CALL

The Board of Trustees of the Town of Firestone met for a Regular Meeting on February 27, 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 – late (excused)
Frank A. Jimenez
Doug Sharp

Staff: **Present**: Jan Sloat, Director of Human Resources; Katie Hansen, Director of Marketing & Communications; Paula Mehle, Director of Economic Development & FURA; Dave Lindsay, Engineer; Marty Ostholthoff, Planning Manager; Todd Bjerkaas, Director of Planning & Development; Tracy Case, Senior Planner; David Montgomery, Chief of Police; Leah Vanarsdall, Town Clerk; Rusti Roberto, Deputy Town Clerk; Julie Pasillas, Director of Community Resources; William Hayashi, Town Attorney & AJ Krieger, Town Manager

2. PLEDGE OF ALLEGIANCE

Pledge was conducted by Mayor Sindelar.

3. APPROVAL OF AGENDA

Motion by Mayor Pro-tem Peterson, **second** by Trustee Conyac, to approve the Agendas as amended to remove Item 8e. Appointment of Alexandra Kim to the Finance Committee and Emily Kuhn to the Cultural Committee to March 13, 2019. All in Favor, **Motion carried**.

PRESENTATION

Chief Montgomery – 20 Year Service Award

4. PUBLIC COMMENT

Trent John – 10252 Echo Cir
Becky Duckwirth – 6715 Tenderfoot Ave – PW Remodel

5. CONSENT AGENDA

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

6. PRESENTATION

Frederick-Firestone Fires Protection District – Fire Chief Jeremy Young, Quarterly Report

7. PUBLIC HEARING Open: 7:18 pm Close 8:02 pm

Public Comment - None

Crestone:
Erin Lind – 1801 California St, Denver – Analyst
David Stewart – EHS 0 10188 E Frontage Rd, Firestone
Bob Resinhart – Service Land - 1801 California St. Denver

a. Resolution 19-12: A RESOLUTION APPROVING AN APPLICATION FOR A SPECIAL USE PERMIT FOR CRESTONE PEAK RESOURCES TO LOCATE FOURTEEN OIL AND GAS WELLS WITHIN THE TOWN OF FIRESTONE
Motion by Mayor Pro-tem Peterson, **second** by Trustee Conyac to approve **Resolution 19-12**: A RESOLUTION APPROVING AN APPLICATION FOR A SPECIAL USE PERMIT FOR CRESTONE PEAK RESOURCES TO LOCATE FOURTEEN OIL AND GAS WELLS WITHIN THE TOWN OF FIRESTONE. **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**.

Open: 8:02 pm

Public Comment: Miles Grant – 9116 W Bowles Ave Unit 15, Littleton

b. Cottonwood Hollow Residential and Cottonwood Hollow Commercial Metropolitan Districts, Town of Firestone, County of Weld, State of Colorado
Motion by Mayor Pro-tem Peterson, **second** by Trustee Jimenez to continue the Public Hearing to March 13, 2019. **Roll Call Vote**: Mayor Pro-tem Peterson – yes, Trustee Jimenez – yes, Trustee Meiring – yes, Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes. All in Favor, **Motion carried**.

8. DISCUSSTION/ACTION ITEMS

a. Proposal from Halcyon Design for Preliminary Design of Public Works Addition
Motion by Trustee Meiring, **second** by Trustee Conyac to approve the Halcyon Design proposal for Preliminary Design of Public Works. **Roll Call Vote**: Trustee Jimenez – yes, Trustee Meiring – yes, Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes, Mayor Pro-tem Peterson – yes. All in Favor, **Motion carried**.

b. Resolution 19-13: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN STURGEON ELECTRIC COMPANY, INC., AND THE TOWN OF FIRESTONE.
Motion by Trustee Heath, **second** by Trustee Conyac, to approve **Resolution 19-13:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN STURGEON ELECTRIC COMPANY, INC.K, AND THE TOWN OF FIRESTONE. **Roll Call Vote**: Trustee Meiring – yes, Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes, Mayor Pro-tem Peterson – yes, Trustee Jimenez – yes. All in Favor, **Motion carried**.

c. Annual Major Preventative Maintenance for Traffic Signals Proposal with Sturgeon Electric Company, Inc
Motion by Trustee Meiring, **second** by Trustee Sharp, to approve the Annual Major Preventative Maintenance for Traffic Signals Proposal with Sturgeon Electric Company, Inc., for $7,424.00 and to give authorization to the Mayor to sign. **Roll Call Vote**: Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes, Mayor Pro-tem Peterson – yes,

Trustee Jimenez – yes, Trustee Meiring – yes. All in Favor, **Motion carried**.

d. Resolution 19-14: A RESOLUTION APPROVING PURCHASING OF VEHICLES AND EQUIPMENT FOR THE COMMUNITY RESOURCES AND PUBLIC WORKS DEPARTMENTS
Motion by Trustee Heath, **second** by Trustee Conyac, to approve **Resolution 19-14**: A RESOLUTION APPROVING PURCHASING OF VEHICLES AND EQUIPMENT FOR THE COMMUNITY RESOURCES AND PUBLIC WORKS DEPARTMENTS in an amount to not exceed $175,000.00. **Roll Call Vote**: Trustee Sharp – yes, Trustee Conyac – yes, Mayor Pro-tem Peterson – yes, Trustee Jimenez – yes, Trustee Meiring – yes, Trustee Heath – yes. All in Favor, **Motion carried**.

e. Appointment of Alexandra Kim to the Finance Committee and Emily Kuhn to Cultural Committee – added back to the Agenda
Motion by Trustee Meiring, **second** by Trustee Jimenez to add Appointments back to the Agenda. All in Favor, **Motion carried**.
Motion by Mayor Pro-tem Peterson, **second** by Trustee Meiring, to approve Appointment of Alexandra Kim to the Finance Committee and Emily Kuhn to Cultural Committee. **Roll Call Vote**: Trustee Meiring – yes, Trustee Jimenez – yes, Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes, Mayor Pro-tem Peterson - yes. All in Favor, **Motion carried**.

d. Ordinance 949: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND RE-ENACTING SECTION 2.12.030 OF THE TOWN MANAGER'S RESPONSIBILITIES AND DUTIES
Motion by Trustee Meiring, **second** by Trustee Conyac, to adopt **Ordinance 949**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND RE-ENACTING SECTION 2.12.030 OF THE TOWN MANAGER'S RESPONSIBILITIES AND DUTIES. All in Favor, **Motion carried**.

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

10. REPORTS

a. Staff - Motorized Gates (PW); Jen Weinberger
Meet & Greet – Police Dept – Coal Ridge Middle School 6-8 pm

b. Mayor

c. Trustees

d. Committee Updates

11. EXECUTIVE SESSION **Open:** 9:07 pm **Closed**: 11:02 pm

a. **Executive Session** pursuant to C.R.S. Section 24-6-402(4)(f)(I) for a personnel matter

regarding the Board of Trustees quarterly review of the Town Clerk.
Motion by Mayor Pro-tem Peterson, **second** by Trustee Jimenez, to adjourn into **Executive Session** pursuant to C.R.S.Section 24-6-402(4)(f)(I) for a personnel matter regarding the Board of Trustees quarterly review of the Town Clerk. **Roll Call Vote**: Trustee Meiring – yes, Trustee Jimenez – yes, Mayor Pro-tem Peterson – yes, Trustee Conyac – yes, Trustee Sharp – yes, Trustee Heath – yes, Mayor Pro-tem Peterson – yes. All in Favor, **Motion carried**.

Staff asked to participate: Leah Vanarsdall, Town Clerk & Jan Sloat, Director of Human Resources

12. Report from Executive Session
None

13. ADJOURNMENT
Motion by Trustee Meiring, **second** by Trustee Conyac, to adjourn meeting at 11:05 pm. **Motion passed**, all in favor.

Introduced and Approved this 13th day of March, 2019.

TOWN OF FIRESTONE, COLORADO

____
Bobbi Sindelar, Mayor

ATTEST

____
Leah Vanarsdall, Town Clerk

TOWN OF FIRESTONE, COLORADO
Board of Trustees Special Meeting
March 20, 2019

1. CALL TO ORDER & ROLL CALL

The Board of Trustees of the Town of Firestone met for a Special Meeting on March 20, 2019, at the Town Hall, 151 Grant Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 6:01 p.m.

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar – late 6:32 pm
Mayor Pro-tem: Drew Peterson
Trustees: Don Conyac
George Heath
Samantha Meiring
Frank A. Jimenez
Doug Sharp

Staff: **Present:** Dave Lindsay, Town Engineer; Rusti Roberto, Deputy Town Clerk; Julie Pasillas, Director of Community Resources; William Hayashi, Town Attorney & AJ Krieger, Town Manager; Jennifer Weinberger, Asst Town Manager, Wes Knoll of Brad Grasmick's Office, Water Attorney, Greg Ten Eyck, Water Engineer.

2. PLEDGE OF ALLEGIANCE

Pledge was conducted by Mayor Pro-tem Peterson.

3. EXECUTIVE SESSION **Open:** 6:03 pm **Closed**: 7:26 pm

a. **Executive Session** pursuant to C.R.S. Section 24-6-402(4)(e)(I) for the purposes of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations, and instructing negotiators regarding the creation of a water authority.

Open: 7:29 pm **Closed**: 7:44 pm

b. Executive Session pursuant to C.R.S. 24-6-402(4)(a), to discuss the acquisition of certain property rights for municipal facilities; and pursuant to C.R.S.24-6-402(4)(b), to conduct a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions regarding the acquisition of certain property rights for municipal water facilities; and pursuant to C.R.S.24-6-402(4)(e)(I), for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations, and instructing negotiators regarding the acquisition of certain property rights for municipal water facilities.

Motion by Mayor Pro-tem Peterson, **second** by Trustee Jimenez, to adjourn into **Executive Session** pursuant to C.R.S.Section 24-6-402(4)(f)(I) for a personnel matter regarding the Board of Trustees quarterly review of the Town Clerk. **Roll Call Vote**: Trustee Meiring – yes, Trustee Jimenez – yes, Mayor Pro-tem Peterson – yes, Trustee Conyac – yes, Trustee Sharp – yes, Trustee Heath – yes, Mayor Pro-tem Peterson – yes. All in Favor, **Motion carried**.

Staff asked to participate: AJ Krieger, Town Manager, Julie Pasillas, Director of Community Resources, Wes Knoll of Brad Grasmick's Office, Water Attorney; Greg Ten Eyck, Water Engineer; Dave Lindsay, Town Engineer; William Hayashi, Town Attorney.

12. Report from Executive Session
None

13. ADJOURNMENT
Motion by Trustee Heath, **second** by Mayor Pro-tem Peterson, to adjourn meeting at 7:45 pm. **Motion passed**, all in favor.

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

FIRESTONE TOWN SEAL WELD COUNTY, COLORADO

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar

Bobbi Sindelar, Mayor

ATTEST

Leah Vanarsdall

Leah Vanarsdall, Town Clerk

Payables Summary

Accounts Payable Report

March 27, 2019

# of Invoices - 386

$ 1,620,031.02

COMPANY NAME	DESCRIPTION	Pass-Through $	Total Amt.
Total of Invoices under $25,000.00			$ 200,884.75
DTI Trucks	2003 Freightliner Truck for PW		$ 48,750.00
FCI Constructors	Pay App #9: Police and Muni Court Facility Work- FEB-19		$ 1,331,209.50
FCI Constructors	Pay App #9: Police and Muni Court Facility Work-FEB-19 RETAINAGE		$ (66,560.47)
Northern Colorado Water Conservancy	2019 Windy Gap Annual Assessment Cost		$ 61,161.88
Roth Sheppard Architects	February 2019 PD Facility Phase VI, Reimbursables		$ 44,585.36
Total Invoices, Current		$ -	**$ 1,620,031.02**

AP Adjustments between Invoice Register, Unpaid Report, Paid Report

Total (to match Board AP Detail Reports) **$ 1,620,031.02**

For further detail please see Finance Department.

Please direct any questions to Judy Scott ext. 256.

Vendor	Amount
Total 4 RIVERS EQUIPMENT, LLC:	1,156.15
Total ACCENT BRANDING SOLUTIONS:	93.64
Total ACCIDENT INVESTIGATION & RECONSTRUCTION:	3,630.00
Total ACE HARDWARE OF FIRESTONE:	697.13
Total ADAMSON POLICE PRODUCTS:	2,255.37
Total Adcon Signs, Inc:	7,990.00
Total ALTEC INDUSTRIES INC:	16,069.58
Total AMAZON:	4,310.58
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total AMERICAN PLANNING ASSOCIATION:	735.00
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total B K TIRE, INC:	1,068.56
Total BAREFOOT RESIDENTIAL LLC:	222.92
Total BEARCOM:	9,946.00
Total BIZWEST:	39.99
Total BROWNSTEIN HYATT FARBER SCHRECK:	15,000.00
Total BUDGET CONFERENCING:	125.23
Total CalAtlantic Group:	54.14
Total CARBON VALLEY ROTARY CLUB:	1,000.00
Total CENTURY LINK:	99.49
Total CINTAS FIRST AID & SAFETY:	103.08
Total CLIFTON LARSON ALLEN LLP:	2,618.75
Total COALRIDGE ANIMAL HOSPITAL, INC:	187.79
Total COLORADO ARBORISTS & LANDSCAPE PROF:	530.00
Total COLORADO CIVIL GROUP INC.:	17,481.00
Total COLORADO MUNICIPAL LEAGUE:	3,465.00
Total COLORADO NOTARY SOLUTIONS:	90.00
Total COLORADO SECRETARY OF STATE:	10.00
Total COMCAST CABLE -0310188 - SEATTLE:	412.81
Total CPRA:	135.00
Total CUSTOM FENCE & SUPPLY:	334.80
Total DBC IRRIGATION SUPPLY:	1,811.52
Total DGC CONSULTING:	2,565.30
Total DROPBOX INC:	60.00
Total DTI TRUCKS:	48,750.00
Total E-470:	152.25
Total EFAX.COM:	39.90
Total ELDORADO ARTESIAN SPRINGS, INC.:	55.20

Vendor	Amount
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	1,106.56
Total EMPLOYERS COUNCIL SERVICES, INC:	226.33
Total ENVIROTECH SERVICES, INC.:	5,549.27
Total ESRI:	200.00
Total EWING AUTO PARTS, INC.:	642.47
Total FACTORY MOTOR PARTS CO.:	37.05-
Total FAST SIGNS OF LONGMONT:	562.80
Total FBI NATIONAL ACADEMY ASSOCIATES:	100.00
Total FCI CONSTRUCTORS, INC:	1,264,649.03
Total FIDELITY NATIONAL TITLE-DENVER:	64.46
Total FIDELITY NATIONAL TITLE-LONGMONT:	20.40
Total FIRST AMERICAN TITLE INSURANCE COMPANY-E:	18.41
Total FRONTIER BUSINESS PRODUCTS:	95.55
Total FRONTIER COMMUNICATIONS CORP (LEASE):	221.89
Total FRONTIER PRECISION INC:	750.00
Total FROST INC:	8,690.63
Total FUN SERVICES INC.:	225.25
Total G & M IMPLEMENT:	738.95
Total GRAINGER:	464.04
Total GUARDIAN TITLE-DENVER:	15.67
Total GUILDNER PIPELINE MAINTENANCE, INC:	967.50
Total HACH COMPANY:	147.53
Total HEALTHIEST YOU:	675.00
Total HILTON:	3,298.08
Total IAPMO:	1,630.00
Total iATN:	19.00
Total INTERNATIONAL COUNCIL OF SHOPPING CENTER:	659.40
Total INTERNATIONAL DRONE CONF & EXPO:	1,205.00
Total INTERNATIONAL SOCIETY OF ARBORICULTURE:	687.85
Total INTERSTATE BATTERY OF THE ROCKIES:	239.90
Total INTERSTATE FORD:	702.79
Total INTERWEST SAFETY SUPPLY, INC.:	497.58
Total i-TUNES, SPOTIFY, MISC APPS:	10.64
Total KERR-MCGEE OIL & GAS ONSHORE:	1.99
Total KING SOOPERS:	65.00
Total KINSCO, LLC:	376.92
Total LAND TITLE-BOULDER:	49.96
Total LAND TITLE-DENVER-2:	20.06
Total LINE-X OF BOULDER:	512.00

Vendor	Amount
Total LIVE WIRES, LLC:	1,576.89
Total LONGMONT HUMANE SOCIETY:	1,083.33
Total LONGMONT TROPHY & ENGRAVING:	91.10
Total LOWE'S:	363.64
Total MAIN STREET MAT COMPANY, INC:	238.64
Total MATCO TOOLS:	224.95
Total MCDONALD FARMS ENTERPRISES, INC:	168.10
Total MCGRANE WATER ENGINEERING, LLC:	15,190.00
Total METRO INSTITUTE CPPA:	94.50
Total METRO NORTH CHAMBER OF COMMERCE:	1,500.00
Total MISC CREDIT CARD 1X MERCHANT:	3,228.59
Total MISC VENDOR:	2,301.50
Total MOTORCRAFT TECHNICAL SERVICES:	23.38
Total NATIONAL ANIMAL CARE & CONTROL ASSOC:	150.00
Total NATIONAL CENTER FOR SAFETY INITIATIVES:	18.50
Total NEW CONSOLIDATED LOWER BOULDER RESERVOIR:	2,552.81
Total NEXTERA HEALTHCARE:	1,271.00
Total NORTHERN COLORADO WATER CONSERVANCY DIST:	63,828.68
Total OCPO/CECTI:	140.00
Total OFFICE DEPOT INC:	212.04
Total O'REILLY AUTO PARTS:	1,063.42
Total ORKIN PEST CONTROL, INC:	70.90
Total PANERA BREAD:	112.99
Total PARKING CHARGES - VARIOUS LOCATIONS:	116.00
Total PAUL D. BASSO:	1,000.00
Total PAWNEE BUTTES SEED INC:	5,210.00
Total PEPPER'S FIRESIDE GRILLE:	70.08
Total PITNEY BOWES INC:	681.00
Total PUBLIC AGENCY TRAINING COUNCIL:	350.00
Total QDOBA:	283.11
Total REDNECK TRAILER SUPPLY:	431.54
Total ROAD SAFE TRAFFIC SYSTEMS:	754.14
Total ROSA LUCAS:	75.00
Total ROTH SHEPPARD ARCHITECTS, LLP:	44,585.36
Total RURAL DITCH COMPANY:	1,988.10
Total S & B PORTA-BOWL RESTROOMS, INC:	196.00
Total SADDLEBACK GOLF CLUB, LLC:	36.28
Total SAFETY AND CONSTRUCTION SUPPLY INC:	40.32
Total SAFEWAY STORE:	80.57

Vendor	Amount
Total SHERATON:	472.26
Total Shutterstock:	30.88
Total SIGN-A-RAMA:	415.00
Total SOUTHWEST AIRLINES:	274.96
Total TERRACON CONSULTANTS INC:	2,912.50
Total The Hitt Companies:	250.60
Total THK ASSOCIATES, INC.:	40.00
Total TractorSupply-C CARD(USE 1773 for CHECK):	139.99
Total TRANSWEST TRUCK TRAILER RV:	24.41
Total TROPHIES 2 GO.COM:	60.26
Total UNITED POWER:	8,072.93
Total UNIVERSITY OF COLORADO:	200.00
Total UPS:	24.44
Total VERIZON WIRELESS:	4,615.82
Total WCCR - DMV -WELD COUNTY DMV:	17.11
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	416.00
Total WEX BANK:	7,486.37
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	1,975.76
Total WHITESIDE'S BOOTS & CLOTHING-3, GREELEY:	437.94
Total :	1,620,036.73
Total Voided Check and Voided Invoices	41.99-
Total Factory Motor Parts, Credit on Account, not paying yet:	37.05
Total Kerr McGee hold on acct until >$1.00	.77-
Grand Totals:	1,620,031.02

FIRESTONE SUMMARY OF CASH & INVESTMENTS

February 2019	DATE	RATE	MATURITY		BALANCE
Cash & Investments					
Deposit Accounts:					
1st Bank					
Checking Account (rate allowed to offset monthly fees only)		0.60%	Liquid	$ 177,275	
Court Account		0.00%	Liquid	49	
Savings Account		0.40%	Liquid	1,954,267	
Xpress BillPay Deposit Account		0.00%	Liquid	356,616	
Adams Bank & Trust					
Deposit Account		0.65%	Liquid	26,778	
Petty Cash on Hand		N/A	Liquid	1,490	
TOTAL Deposit Accounts and Cash					$ 2,516,474
Restricted Deposit Accounts:					
ColoTrust Plus - Money Mkt/Daily Pooled Investment Accts					
UMB - COPS 2018 Construction Fund		2.32%	Liquid	10,377,306	
UMB - COPS 2018 Reserve Fund		2.23%	Liquid	1,006,003	
TOTAL Restricted Deposit Accounts					11,383,309
Money Market Accounts:					
C-SAFE - Money Mkt/Daily Pooled Investment Accts					
Pooled Investment Account - AAAm					
Operations (unrestricted Town assets)					
Liquid Assets	daily	2.25%	Liquid	15,061,843	
Developer Bonds (restricted assets)					
Liquid Assets	daily	2.25%	Liquid	199,725	
Urban Renewal Authority (restricted assets)					
Liquid Assets	daily	2.25%	Liquid	4,245,395	
Conservation Trust Fund (restricted Town assets)					
Liquid Assets	daily	2.25%	Liquid	402,532	
Adams Bank & Trust ICS Savings	daily	1.65%	Liquid	4,850,368	
Total Money Market Assets					24,759,863
Cash & Investments					**$ 38,659,645**
Certificates of Deposit					
Certificates of Deposit:	Purchase	Rate	Maturity		
Capital One Bank					
CD 140420B25 (Sigma GTR-034238)	8/10/2016	1.20%	8/12/2019	245,000	
JP Morgan Chase					
CD 48126XCR4 (Sigma GTR-034238)	8/31/2016	1.60%	8/31/2021	245,000	
TOTAL Certificates of Deposit					490,000
Certificates of Deposit					**$ 490,000**
TOTAL ALL FUNDS					**$ 39,149,645**

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES FIRESTONE C O L O R A D O	**AIM#:** 5.d. **Consent Agenda** **Meeting Date:** March 27, 2019 **Initiated By:** Dave Lindsay **Dept:** Community Resources

AGENDA TITLE
Gould Property Alluvial Well Field Analysis - Amendment 3

SUMMARY
Durring the course of the work staff asked McGrane Water Engineering (MWE) to run some additional groundwater modeling scenarios to better characterize the yeild of a well field and also to look at some more specific well field demand scenarios aligned with the planned operation of the water treatment plant. These additional modeling efforts were beyoned the scope of the original contract. In addition, MWE did some research and evaluation on an alternative vertical well design. The purpose of their effort was to provide us with an alternative to traditional vertical wells and the planned horizontal well and because it would be exptected to have a lower capital cost to construct than the horizontal well system. This information was useful to staff in better evaluating the full use of the Gould site but the effort was outside of the scope of services.

Staff has reviewed the revised scope of services and ther costs to perform the work provided by MWE and are presenting the attached Third Amendment to their agreement for consideration by the Board of Trustees.

HISTORY AND PREVIOUS BOARD ACTION
The Board of Trustees entered into the Original Agreement for the study with MWE at the regular meeting on June 13, 2018.

The Board of Trustees approved the First Amendment to the Agreement with MWE to add in the recharge test at the regular meeting on August 22, 2018.

RECOMMENDATION
Staff recommends the Board of Trustees approve the Third Amendment to an Agreement By and Between the Town of Firestone and McGrane Water Engineering, LLC increasing the contract amount by $12,000.00 to a new total amount of $217,500.00.

ALTERNATIVES
The additional services were time sensitive and have already been complete. The increased contract amount is needed to allow MWE to complete the final modeling efforts and to prepare the final technical memorandums associated with the work.

ATTACHMENTS
1. Gould Property Alluvial Well Field Analysis - Amendment 3 (2019.03.01)

FINANCIAL CONSIDERATIONS
The 2019 Budget for the work at the Gould Propertyis $500,000.00 and includes costs for completing this study, completing a final design for the well field later in the year, and potentially starting construction on the first phase of the well field. The increased cost for this contract can be absorbed within the 2019 budgeted expenses for the Gould site.

THIRD AMENDMENT TO AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE AND McGRANE WATER ENGINEERING, LLC FOR ENGINEERING SERVICES (Gould Property Alluvial Well Field Analysis)

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 **McGrane Water Engineering, LLC**, a Colorado limited liability company doing business as McGrane Water Engineering, LLC, hereinafter referred to as the "Consultant" with reference to that certain Consulting Services Agreement between the Town and Consultant executed by the Town on June 13, 2018 and hereinafter referred to as the "Original Agreement."

WHEREAS, during the course of the work the Consultant was directed to undertake some additional tasks related to additional modeling and reporting and also undertook some tasks to evaluate another potential well system, all of which are beyond the original scope of services so the parties believe it to be in the best interest to amend the Original Agreement, as previously amended twice, as set forth herein.

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

1. Section 4.1 of the Original Agreement 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 set forth in Exhibit A provided, however, that the total amount payable for Services under this Agreement shall in no event exceed ~~$205,500.00~~ $217,500.00. 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, ~~and~~ Exhibit A1, ~~and~~ Exhibit A2, and Exhibit A3. The Town shall pay mileage and other reimbursable expenses which are deemed necessary for performance of the services and which are identified in Exhibit A, ~~and~~ Exhibit A1, ~~and~~ Exhibit A2, and Exhibit A3. 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, Exhibit A1 of the First Amendment, and Exhibit A2 of the Second Amendment are hereby amended to include the attached Exhibit A3 – Supplemental Scope of Services.

3. The Original Agreement, as previously amended, and as further herein 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 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:
McGRANE WATER ENGINEERING, LLC
a Colorado limited liability company, doing business as McGrane Water Engineering, LLC

By:___________________________

Title:__________________________

Exhibit A3 – Supplemental Scope of Services

[See Following 3 Pages]

McGrane Water Engineering, llc

1669 Apple Valley Rd. , Lyons, CO 80540 • Office: (303)823-5933, Cell: (303) 917-1247
E-Mail: dennis@mcgranewater.com. Website: www.mcgranewaterengineering.com

February 20, 2019

Mr. David Lindsay, President
Colorado Civil Group
5110 Granite St. Suite 200
Loveland, CO 80538

Via email at: dlindsay@ccginc.com

RE: Proposal – Town of Firestone, Gould Property Alluvial Well Field Analysis (Contract No. (2018.06.08) – Contract Amendment No. 3 Request

Dear Mr. Lindsay:

McGrane Water Engineering, LLC (MWE) is requesting addition budget to complete the Gould Property Alluvial Well Field Analysis (Contract No. (2018.06.08). This request superceeds the draft we sent to you on February 3, 2019.

I. Background

In 2017, we conducted a Phase I drilling program that evaluated eight potential well sites mostly at Town parks (see MWE report, July 2017). In Phase II, we characterized the Gould and Varra sites near St. Vrain Creek (see MWE, June, 2018). Under our current contract (no. 2018.06.08), we conducted a 60-day pumping test last summer and developed computer modeling to evaluate the feasibility of developing a wellfield or a horizontal well on the Gould property. Amendment 1 expanded the scope of work to include a 15-day recharge test that occurred last fall. Amendment 2 reallocated contractor costs to engineering costs, but did not increase the project budget. This Amendment (No. 3) deals with unforeseen additional work required to achieve the objectives of the project described below in greater detail. Most of the work was performed in December and January and has not yet been invoiced. The remainder will be most likely be completed in the next 30 days.

II. Unforeseen Additional Work

Additional unforeseen tasks include:

1. Large-diameter well research;
2. Prepare Phase I well abandonment plan and submit forms to State;
3. Conduct additional production modeling run and meet with Colorado Civil Group (CCG);
4. URF modeling and collaboration with Water Team; and
5. Prepare monitoring memorandum for Pelican Shores HOA and attend a future “Impact” meeting.

Task 1a - Large-Diameter Well Research

While evaluating production scenarios of various types of well designs, we realized that a wellfield consisting of three to five large diameter wells may be more cost effective than a horizontal well or numerous smaller diameter wells. We therefore conducted the following unforeseen work including:

- Conducting preliminary modeling runs to evaluate large diameter well potential;
- Meeting with an excavation contractor to discuss details and costs for excavating and constructing large-diameter wells (instead of drilling);
- Obtaining pump quotes from pump suppliers; and
- Preparing cost estimates provided in the draft "Cost" Memorandum dated 12/9/18.

Task 1b –Abandon Phase I Wells

The State Engineer requires that the Town abandon Phase I wells drilled under "Monitoring Hole" permits within 18 months of completion. Under this task, MWE:

- Provided the Town with maps showing Phase I well locations that require abandonment;
- Provided the Town with a table showing lat/long locations, well depths, and fill volume estimates to complete the abandonments;
- Provided the Town with step by step instructions on how to abandon the wells; and
- Once completed, will provide provide completed well abandonment forms to the State.

Task 1c – Production Simulation Run Requested by LRE

On December 18, 2018, we met with the Water Team to present the monitoring and testing results. CCG was unable to attend. Based on the meeting, we conducted the following additional activities to assure CCG was fully informed:

- We prepared meeting minutes to communicate the meeting minutes to CCG;
- We conducted a "Production Simulation" requested by Leonard Rice Engineers, Inc. (LRE), and prepared several plots showing the model mass balance inflow and outflow components; and
- We represented the study results to CCG at a "make-up" meeting on January 25th.

Task 1d –Augmentation Plan Modeling

The Water Team requested our opinion on whether our model should be used to support LRE's task of determining the timing and locations of depletions related to future pumping or recharge activities. This information would support moving the Town's augmentation plan through water court. We conducted a modeling run to demonstrate the accuracy of using our groundwater model and provided LRE a written discussion of results. This led to several internal phone calls and one to LRE discussing the pros and cons of various modeling approaches. This unforeseen work ultimately led to LRE better understanding how our model can be used to support the Town's augmentation plan.

Task 1e - Additional Memorandum for Pelican Shores HOA

At the request of CCG, we revised our Draft Monitoring Memo (dated 1/22/19) into a stand-alone memorandum that is focused on potential groundwater issues presented to the Town by the Pelican Shores Home Owners Association (email from Leister Bowling to A. Krieger dated 1/22/19). We also budgeted approximately 6 hours for MWE to attend a future meeting to discuss the memo and potential impacts to the HOA.

III. Cost

The table below shows that the total costs of the proposed additional tasks in Amendment 3 is **$12,000**.

Amendment 3 - Cost Summary for Unforeseen Additional Work					
Change Order Task	**Description**	**Engineering**	**Engineering Expenses**	**Contractor Work**	**Task Total**
1a	Large Diameter Well Research	$3,100	-	-	$3,100
1b	Prepare Phase I Abandonment Plan and Submit Forms	$2,200	-	-	$2,200
1c	Conduct Production Run and Meet w/ CCG	$1,200	-	-	$1,200
1d	URF Collaboration w/ Water Team	$3,800	-	-	$3,800
1e	Pelican Shores Memo and Future Meeting	$1,700	-	-	$1,700
Total		**$12,000**	**$0**	**$0**	**$12,000**
Original Contract		$94,000	$8,500	$43,000	$145,500
Contract Amount w/Amendment 1		$149,000	$19,500	$51,000	$219,500
Contract Amount w/Amendment 2		$182,040	$23,460	$28,994	$234,494
Contract Amount w/Amendment 3		**$194,040**	**$23,460**	**$28,994**	**$246,494**

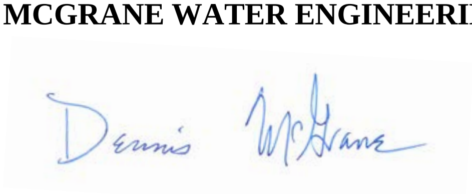
The current MWE contract for engineering and engineering expenses is for $205,500 ($182,040 + $23,460). Adding $12,000 would increase MWE's contract to $217,500, and the total project budget would increase to $246,494.

IV. Additional Time Required

We request the project be extended to April 10, 2019. If you have any questions, please give me a call.

Sincerely,

MCGRANE WATER ENGINEERING, LLC.



Dennis McGrane, P.E., C.P.G.
Principal Engineer and Hydrogeologist

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM#:** 5.e. **Consent Agenda** **Meeting Date:** March 27, 2019 **Initiated By:** Dave Lindsay **Dept:** Police

AGENDA TITLE
Firestone Police Station Construction Payment Application No.9

SUMMARY
Payment Application No. 9 is for work completed between January 31, 2019 and February 28, 2019. The work durring this period included installation of installation of interior metal stud wall framing, installation of roofing systems, installation of window and door frames, installation of HVAC duct work, installation of fire sprinkler pipelines, and installation of wall outlets andswitchs.

Payment Application No. 9 was reviewed by Roth Sheppard Architects (RSA) in their role as the Owner's Representative and was authorized for payment. Pay App No. 9 is presented to the Board of Trustees for final approval.

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

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

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

RECOMMENDATION
Staff recommends approval of Payment Application No. 9 and authorization to make payment in the amount of $1,264,649.03.

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

ATTACHMENTS
1. 30-18-006 FPD&MC Pay Application 009 - 3.5.2019
2. All-In Project Cost Tracking (2019.02.22)

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

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:
Town of Firestone

151 Grant Ave., PO Box 100
Firestone, CO 80520

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

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

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

APPLICATION NO: 009
PERIOD TO: 2/28/2019
CONTRACT FOR: New Construction
CONTRACT DATE: 3/7/2018
PROJECT NOS: 30-18-006

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. **ORIGINAL CONTRACT SUM** .... $ 2,152,879.00
2. **NET CHANGE BY CHANGE ORDERS** .... $ 10,644,366.00
3. **CONTRACT SUM TO DATE** *(Line 1 ± 2)* .... $ 12,797,245.00
4. **TOTAL COMPLETED & STORED TO DATE** *(Column G on G703)* .... $ 5,931,800.53
5. **RETAINAGE:**
   a. _____% of Completed Work *(Columns D + E on G703)* $ 296,590.04
   b. _____% of Stored Material *(Column F on G703)* $ 0.00

   Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)*...... $ 296,590.04
6. **TOTAL EARNED LESS RETAINAGE** .... $ 5,635,210.49
   (Line 4 minus Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** .... $ 4,370,561.46
   (Line 6 from prior Certificate)
8. **CURRENT PAYMENT DUE** .... $ 1,264,649.03
9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
   (Line 3 minus Line 6) $ 7,162,034.51

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

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

CONTRACTOR:

By: ____________ Date: 3-5-19

State of: Colorado
County of: Weld
Subscribed and sworn to before me this 5 day of March 2019
Notary Public: Kimberly Lawrence
My commission expires: 9-7-19

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

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED .... $ ____________

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: ____________ Date: ____________

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

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA® Document G703™ – 1992

Continuation Sheet

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

APPLICATION NO: 1 3
APPLICATION DATE: 009
PERIOD TO: 2/28/2019
ARCHITECT'S PROJECT NO: 2/28/2019

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
01 00 00	Preconstruction Services	29,143.00	29,143.00	0.00	0.00	29,143.00	100.00	0.00	1,457.15
01 10 00	General Conditions	770,035.00	413,709.37	76,503.79	0.00	490,213.16	63.66	279,821.84	24,510.66
02 21 13	Surveying	35,522.00	35,522.00	0.00	0.00	35,522.00	100.00	0.00	1,776.10
02 41 09	Misc. Sitework	10,000.00	9,803.28	0.00	0.00	9,803.28	98.03	196.72	490.16
03 00 01	Concrete - J Built	667,976.31	588,247.50	20,000.00	0.00	608,247.50	91.06	59,728.81	30,412.38
03 35 43	Concrete Polishing - CFS	59,255.00	1,200.00	0.00	0.00	1,200.00	2.03	58,055.00	60.00
03 35 44	Misc. Concrete	64,890.50	49,080.31	2,083.17	0.00	51,163.48	78.85	13,727.02	2,558.17
04 00 01	Masonry - Big Horn	461,628.00	406,000.00	55,628.00	0.00	461,628.00	100.00	0.00	23,081.40
04 00 02	Misc. Masonry	39,480.00	22,795.23	9,097.03	0.00	31,892.26	80.78	7,587.74	1,594.61
05 00 01	Structural Steel - Barton	755,347.00	623,742.80	36,500.00	0.00	660,242.80	87.41	95,104.20	33,012.14
05 00 02	Misc. Steel	56,001.00	9,446.40	0.00	0.00	9,446.40	16.87	46,554.60	472.32
06 40 01	Architectural Woodwork - Foothills	176,074.00	5,435.00	0.00	0.00	5,435.00	3.09	170,639.00	271.75
06 41 10	Laboratory Casework - MGC	80,067.00	0.00	0.00	0.00	0.00	0.00	80,067.00	0.00
06 41 11	Carpentry	63,734.00	1,887.95	22,607.49	0.00	24,495.44	38.43	39,238.56	1,224.77
07 00 01	Roofing - Flynn	641,298.00	5,000.00	205,771.00	0.00	210,771.00	32.87	430,527.00	10,538.55
07 21 29	Sprayed Insulation - RMIC	56,040.00	0.00	8,650.00	0.00	8,650.00	15.44	47,390.00	432.50
07 25 01	Weather Barriers - Alpha	51,579.00	0.00	2,661.00	0.00	2,661.00	5.16	48,918.00	133.05
07 42 01	Exterior Finish Assemblies - AJI	317,710.00	0.00	0.00	0.00	0.00	0.00	317,710.00	0.00
07 42 02	Misc. Division 7	80,682.00	19,412.23	1,891.91	0.00	21,304.14	26.41	59,377.86	1,065.21
08 10 01	Hollow Metal Doors, Frames, and Har	172,988.00	13,466.22	32,435.09	0.00	45,901.31	26.53	127,086.69	2,295.07
08 10 03	Install Doors and Hardware - Jaco Do	31,000.00	0.00	0.00	0.00	0.00	0.00	31,000.00	0.00
08 36 19	Overhead Doors - Front Range	13,770.00	0.00	0.00	0.00	0.00	0.00	13,770.00	0.00
08 43 13	Aluminum Storefront - Colorado Wind	270,110.00	31,383.33	66,822.11	0.00	98,205.44	36.36	171,904.56	4,910.27
	GRAND TOTAL								

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AIA® Document G703™ – 1992

Continuation Sheet

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APPLICATION NO: 2 3
APPLICATION DATE: 009
PERIOD TO: 2/28/2019
ARCHITECT'S PROJECT NO: 2/28/2019

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
08 45 01	Translucent Systems - Duo-gard	65,848.00	3,614.00	0.00	0.00	3,614.00	5.49	62,234.00	180.70
08 45 02	Misc. Division 8	51,468.00	9,417.94	2,987.42	0.00	12,405.36	24.10	39,062.64	620.27
09 21 01	Metal Studs and Drywall - Phase 2	840,237.00	64,540.00	193,810.00	0.00	258,350.00	30.75	581,887.00	12,917.50
09 51 01	Acoustical Ceilings - Innovative Interi	358,025.00	0.00	0.00	0.00	0.00	0.00	358,025.00	0.00
09 60 02	Flooring -	140,683.00	0.00	0.00	0.00	0.00	0.00	140,683.00	0.00
09 90 01	Painting - Maximum	127,838.00	0.00	0.00	0.00	0.00	0.00	127,838.00	0.00
09 90 02	Misc. Division 9	83,818.00	8,231.00	739.40	0.00	8,970.40	10.70	74,847.60	448.52
10 14 01	Signage - Image 360	20,014.50	0.00	0.00	0.00	0.00	0.00	20,014.50	0.00
10 21 13	Specialties - Specialties Contracting	46,643.00	0.00	0.00	0.00	0.00	0.00	46,643.00	0.00
10 55 27	Lockers and High Density Shelving - (	186,569.00	0.00	0.00	0.00	0.00	0.00	186,569.00	0.00
10 75 01	Flagpoles - Custom Flagpoles	13,280.00	0.00	0.00	0.00	0.00	0.00	13,280.00	0.00
10 75 02	Misc. Division 10	17,902.50	0.00	0.00	0.00	0.00	0.00	17,902.50	0.00
11 98 01	Detention Equipment - CML	88,685.00	10,250.00	17,500.00	0.00	27,750.00	31.29	60,935.00	1,387.50
11 98 02	Misc. Division 11	33,249.00	0.00	6,531.84	0.00	6,531.84	19.65	26,717.16	326.59
12 20 01	Window Treatments - Gotcha Covere	30,227.00	0.00	0.00	0.00	0.00	0.00	30,227.00	0.00
20 10 02	Misc. Fire Protection	652.00	0.00	0.00	0.00	0.00	0.00	652.00	0.00
21 10 01	Fire Suppression - American Sprinkle	94,400.00	0.00	48,000.00	0.00	48,000.00	50.85	46,400.00	2,400.00
23 00 01	Mechanical - MPI	1,653,295.40	382,500.00	195,500.00	0.00	578,000.00	34.96	1,075,295.40	28,900.00
23 00 90	BIM Coordination	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00	0.00	1,000.00
23 00 91	Misc. Division 23	12,993.00	5,009.28	0.00	0.00	5,009.28	38.55	7,983.72	250.46
26 00 01	Electrical - Montgomery	1,104,888.00	350,227.00	281,106.00	0.00	631,333.00	57.14	473,555.00	31,566.65
26 00 02	Misc. Division 26	22,839.00	22,674.16	0.00	0.00	22,674.16	99.28	164.84	1,133.71
27 10 01	Data/Telecom - Lynx	81,199.69	0.00	0.00	0.00	0.00	0.00	81,199.69	0.00
	GRAND TOTAL								

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AIA Document G703™ – 1992

Continuation Sheet

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APPLICATION NO: 3 3
APPLICATION DATE: 009
PERIOD TO: 2/28/2019
ARCHITECT'S PROJECT NO: 2/28/2019

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION *(D + E)*	THIS PERIOD	MATERIALS PRESENTLY STORED *(Not in D or E)*	TOTAL COMPLETED AND STORED TO DATE *(D+E+F)*	% *(G ÷ C)*	BALANCE TO FINISH *(C – G)*	RETAINAGE *(If variable rate)*
27 40 01	Intercom/AV System - AVI SPL	113,786.00	0.00	0.00	0.00	0.00	0.00	113,786.00	0.00
27 40 02	Misc. Division 27	8,733.69	0.00	0.00	0.00	0.00	0.00	8,733.69	0.00
28 10 02	Security - Beacon	174,102.08	10,000.00	0.00	0.00	10,000.00	5.74	164,102.08	500.00
28 46 05	Misc. Division 28	4,804.80	0.00	0.00	0.00	0.00	0.00	4,804.80	0.00
28 47 01	Public Safety Radio System - Hixxa	16,800.00	0.00	0.00	0.00	0.00	0.00	16,800.00	0.00
31 20 00	Earthwork / Utilities / Erosion Control	617,186.78	612,977.50	0.00	0.00	612,977.50	99.32	4,209.28	30,648.88
31 25 00	Division 31 - FCI	66,638.78	64,118.46	0.00	0.00	64,118.46	96.22	2,520.32	3,205.92
32 12 16	Asphalt Paving - Asphalt Specialties	382,983.00	101,342.28	0.00	0.00	101,342.28	26.46	281,640.72	5,067.11
32 17 23	Pavement Markings & Signs - SUS	25,189.00	0.00	0.00	0.00	0.00	0.00	25,189.00	0.00
32 31 01	Fencing - Steelock	215,085.00	114,543.00	0.00	0.00	114,543.00	53.25	100,542.00	5,727.15
32 90 01	Landscaping and Irrigation - Alpine	274,969.85	56,192.50	0.00	0.00	56,192.50	20.44	218,777.35	2,809.63
32 90 02	Division 32 - FCI	34,237.00	16,976.39	0.00	0.00	16,976.39	49.58	17,260.61	848.82
33 71 16	Light pole Foundations - The Caissor	25,954.12	25,954.12	0.00	0.00	25,954.12	100.00	0.00	1,297.71
33 71 17	Misc. Division 33	9,245.88	4,143.00	4,438.36	0.00	8,581.36	92.81	664.52	429.07
90 10 01	Builders Risk Insurance	5,504.28	2,326.00	1,128.00	0.00	3,454.00	62.75	2,050.28	172.70
90 20 01	General Liability	89,580.72	89,580.72	0.00	0.00	89,580.72	100.00	0.00	4,479.04
90 30 01	Sub Insurance	172,534.00	162,959.04	0.00	0.00	162,959.04	94.45	9,574.96	8,147.95
90 50 01	Payment & Performance Bonds	63,557.00	63,557.00	0.00	0.00	63,557.00	100.00	0.00	3,177.85
95 10 02	Contractors Contingency	124,020.12	0.00	0.00	0.00	0.00	0.00	124,020.12	0.00
95 40 01	Bid Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
99 10 01	Fee	373,249.00	134,183.02	38,817.89	0.00	173,000.91	46.35	200,248.09	8,650.05
	GRAND TOTAL	12,797,245.00	4,600,591.03	1,331,209.50	0.00	5,931,800.53	46.35	6,865,444.47	296,590.04

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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 Acquizition	AC	8.18	$8,000.00	$65,440.00	$0.00
11	Inspection and Testing	LS	1	$50,000.00	$50,000.00	$38,954.00
12	Park Avenue Street Lights	EA	2	$5,000.00	$10,000.00	$0.00
13	Raw Water	AF	8.2	$46,250.00	$379,250.00	$379,250.00
14	Dry Utilities (electric, natural gas, phone, cable)	LS	1	$100,000.00	$100,000.00	$0.00
	United Power					$97,719.13
	Black Hills Energy					$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 FIRESTONE COLORADO	**AIM#:** 5.f. **Consent Agenda** **Meeting Date:** March 27, 2019 **Initiated By:** Julie Pasillas **Dept:** Community Resources

AGENDA TITLE

Resolution 19-20: A RESOLUTION APPROVING A WATER RIGHTS PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF SHARES OF THE GODDING DITCH COMPANY

SUMMARY

Resolution 19-20 and Purchase and Sales Agreement between the Town of Firestone and Hirschfeld Brothers, LLC is proposing the purchase and sale of 4 share of the Godding Hollow Ditch Company.

HISTORY AND PREVIOUS BOARD ACTION

Staff presented the potential purchase of 4 share of the Godding Hollow Ditch Company to the Board of Trustees at the February 13, 2019 meeting. Staff received direction from the Board to negotiate this purchase agreement. Hirschfled Brothers, LLC agreed to all the terms staff presented and have agreed to the sale of the 4 shares.

RECOMMENDATION

Staff recommends that the Board approve Resolution 19-20 a resolution approving purchase of 4 shares of the Godding Hollow Ditch Company .

ALTERNATIVES

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

ATTACHMENTS

1. Resolution 19-20 Approving Godding Hollow Purchase
2. Purchase and Sale Agreement for Godding Hollow Ditch Company Shares

FINANCIAL CONSIDERATIONS

The resolution includes an amount not to exceed $120,000.00 for the purchase of 4 shares of the Godding Hollow Ditch Company. Sufficient funds were budgeted in the water fund for 2019.

RESOLUTION NO. 19-20

A RESOLUTION APPROVING A WATER RIGHTS PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF SHARES OF THE GODDING DITCH COMPANY

WHEREAS, the Town of Firestone, acting by and through its Town of Firestone Water Activity Enterprise, organized and existing as a "water activity enterprise" under C.R.S. 37-45.1-101, *et seq*. ("Firestone"), owns and operates a potable water system and related facilities; and

WHEREAS, the Board of Trustees of Firestone, which is the governing body of the enterprise (the "Board") finds and determines that it is in the best interest of Firestone and its citizens for Firestone to pursue the purchase of additional water rights in order to expand Firestone's water resources; and

WHEREAS, for such purpose, there has been proposed a water rights Purchase and Sale Agreement with Hirschfeld Brothers, LLC, as seller for Firestone's acquisition of four (4) shares of the Godding Ditch Company (the "Water Rights")

WHEREAS, the Board, by this Resolution, desires to approve the Purchase and Sale Agreement, authorize its execution, and authorize other actions in connection with the Water Rights.

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

Section 1. The foregoing recitals are incorporated herein and made a part of this Resolution.

Section 2. The proposed Purchase and Sale Agreement between the Town of Firestone and Hirschfeld Brothers, LLC (the "Agreement"), for Firestone's acquisition of the Water Rights, is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution. The Board of Trustees hereby authorizes the purchase of the Water Rights in accordance with the terms and conditions of the Agreement, which are incorporated herein by reference. Firestone recognizes and accepts that a portion of the Water Rights are being donated by Hirschfeld Brothers, LLC, as described in the Agreement. The total purchase price for that portion of the Water Rights not donated pursuant to the Agreement shall be $120,000.00. Pursuant to the Agreement, Firestone shall acquire all rights appurtenant to the Water Rights and title to the Water Rights will be conveyed to Firestone free and clear of all liens, encumbrances, and leases of any kind.

Section 3. The Board hereby authorizes the Mayor and Town Clerk to execute and deliver the Agreement on behalf of Firestone; provided, however, that the Town Manager is hereby granted the authority to negotiate and approve such pre-execution and post-execution revisions and amendments to the Agreement as the Town Manager determines are necessary or desirable for the protection or best interests of Firestone, so long as the essential terms and conditions of the Agreement are not altered. The execution of the Agreement by the Mayor and Town Clerk shall be conclusive evidence of the approval by the Board of the Agreement in accordance with the terms hereof and thereof.

Section 4. The Town Manager and other officers, employees and agents of Firestone are further authorized to execute and deliver all documents necessary in connection with the closing of the purchase of the Water Rights, and to do all things necessary on behalf of Firestone to perform all obligations of Firestone under the Agreement, including without limitation the execution and delivery of all documents necessary or required by the ditch company in connection with closing.

Section 5. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Board or the officers or agents of the Board or Firestone relating to the Agreement are hereby ratified, approved and confirmed.

Section 6. Firestone's payment for the Water Rights shall be made in cash, certified funds or Town warrant, subject to the Agreement and to any necessary budgetary transfers or supplementary budgets and appropriations in accordance with State law. Firestone's payment is subject to and conditioned upon satisfaction of all conditions and contingencies in the Agreement and Firestone retains the right to terminate the Agreement as provided therein in the event any conditions or contingencies are not satisfied, including without limitation the loan funding contingency therein.

Section 7. Nothing in this resolution is intended to nor should be construed to create any multiple-fiscal year direct or indirect debt of fiscal obligation for the Town of Firestone.

Section 8. If any article, section, paragraph, sentence, clause or phrase of this resolution is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts hereof irrespective of the fact that any one part or parts may be declared unconstitutional or invalid.

PASSED AND ADOPTED THIS _____ DAY OF _________________, 2019

TOWN OF FIRESTONE, COLORADO

____
Bobbi Sindelar, Mayor

ATTEST:

____
Leah Vanarsdall, Town Clerk

PURCHASE AND SALE AGREEMENT
(Water Rights)

This Purchase and Sale Agreement ("Agreement") is entered into this ____ day of ______, 2019 ("Effective Date") by and between the Hirschfeld Brothers, LLC, a Colorado Limited Liability Company ("Seller"), and the Town of Firestone, acting by and through its Water Activity Enterprise ("Buyer"). Seller and Buyer may be referred to individually as a "Party" or collectively as "Parties."

RECITALS

WHEREAS, Seller owns and wishes to convey certain water rights as described below to Buyer; and

WHEREAS, Buyer desires to acquire said water rights pursuant to the terms and conditions contained hereafter;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

1. <u>Description of Water Rights</u>. Seller is the owner of four (4) Shares of the Godding Ditch Company represented by Share Certificate No. 336 (the "Godding Shares"). Seller wishes to sell 3.429 of the four (4) Godding Shares (the "Purchase Shares") to the Buyer. Seller also wishes to donate the remaining 0.571 share (the "Donated Share") to the Buyer.

2. <u>Purchase Price</u>. The Purchase Price for the Purchase Shares, shall be $120,000.00. Parties agree that the fair market value for the Donated Share is $20,000.00.

3. <u>Warranty of Title</u>. Seller warrants that title to the Godding Shares will be conveyed free and clear of all liens, encumbrances, assessments, and leases of any kind. Seller agrees to warrant and forever defend the Buyer against all and every person claiming any interest in the Godding Shares. This warranty shall survive the closing of the transaction and continue in full force and effect subsequent to such closing. Subject to payment as above provided, and in compliance with the other terms and conditions by Buyer, Seller shall execute and deliver a Special Warranty Deed for the Godding Shares to Buyer at the date of closing. If title to the Godding Shares is not merchantable and notice of the defect(s) is given by Buyer or Buyer's agent to Seller or Seller's agent on or before closing and such title shall not be rendered merchantable within 30 days of such notice, then this Agreement, at Buyer's option, shall be void and of no effect and each Party shall be released from all obligations hereunder.

4. Due Diligence. Buyer shall have 28 days following the Effective Date of this Agreement ("Due Diligence Period") to terminate this Agreement if Buyer is dissatisfied with the Godding Shares to be acquired hereunder for any reason. It shall be conclusively presumed that Buyer is satisfied with the Godding Shares if Buyer fails to send written notice to Seller to the contrary on or before the expiration of the Due Diligence Period. If Buyer sends notice of its dissatisfaction with the Godding Shares, Seller shall have 10 days following actual receipt of such notice of dissatisfaction to either to (1) give notice that Seller elects to cure some or all of the issues described in the notice, or (2) give notice that Seller elects not cure such issues. If Seller elects not to cure all such issues Buyer shall have as its exclusive remedies, the right to terminate this Agreement, or to waive any issues Seller has elected not to cure.

5. Assessments. All assessments levied by the Godding Ditch Company for year 2019 shall be paid by Buyer. Assessments for the year 2020 and future years shall be paid by Buyer.

6. Transfer Fee. Any fees imposed by Godding Ditch Company to complete the transfer of the Godding Shares shall be paid by Buyer.

7. Delivery of Stock Certificate. Possession of the original certificate(s) evidencing ownership of the Godding Shares shall be delivered to the Buyer at the time of closing together with properly executed and notarized assignments, Special Warranty Deed and any and all other documents necessary to effectuate the transfer of the Godding Shares from Seller to Buyer.

8. Closing. The closing for the purchase and sale of the Godding Shares will take place on or before a date which is 42 days after the Effective Date of this Agreement at: 151 Grant Avenue, Firestone, Colorado 80520.

9. Default. Time is of the essence herein and if any payment or any other condition thereof is not made, tendered or performed by either party, then this Agreement, at the option of the Party who is not in default, may be terminated in which case the non-defaulting party may recover such damages as may be proper.

10. Historical Use. As further consideration, within 28 days after the Effective Date of this Agreement, the Seller, or Seller's agent, agrees to meet with Buyer's attorney and/or engineers for the purpose of providing Buyer any and all affidavits, prior to the time of closing, stating the manner in which the Godding Shares have been used by Seller or its predecessors in title, identifying which acreage has been historically

irrigated with the Godding Shares represented by the shares, the method of irrigation and what crops have historically been irrigated on the acreage with the Godding Shares. Furthermore, Seller agrees to provide Buyer with and assist Buyer in obtaining any other necessary information showing the historical use of the Godding Shares subject to this contract to sole satisfaction of Buyer. Seller, or Seller's agent agrees to cooperate and participate in good faith with any requests necessary to complete any Catlin approval process of the Godding Ditch Company or any court proceedings as may be required to change the use of the shares.

11. Dry-up Covenants. As further consideration, the Seller shall provide Buyer, at or before the date of closing, executed dry up covenants in a form acceptable to Buyer, for the lands historically irrigated by the Godding Shares. Seller warrants that all liens or encumbrances on property are subordinate to the provided dry up covenants and shall be responsible for acquiring all necessary agreements to ensure any liens or encumbrances are subordinate to the dry up covenants or shall otherwise prove that the dry up has been physically accomplished via development to the satisfaction of Buyer. Seller shall be responsible for any revegetation of the property historically irrigated by the Godding Shares to the extent that is necessary.

12. Contingencies; Delivery & Consumptive Use. This contract is contingent upon Seller providing Buyer the information in paragraphs 10 and 11 for purposes of review by Buyer's water engineer and attorney, and a determination by Buyer that there is adequate consumptive use transferable for the agreed price. This contract shall be contingent on any diversion structures, storage structures or other devices necessary for the delivery and use of this water being in undamaged and in good working condition. This Contract is contingent upon Seller executing or obtaining a dry up agreement, at closing, in a form acceptable to Buyer. This Contract is contingent on Buyer obtaining an Agreement from the Godding Ditch Company for a headgate, ingress and egress to the same and a ditch to allow delivery of the shares to Saint Vrain Creek or any of its tributaries. This Contract shall be contingent on Buyer's receipt of a written commitment for a loan from the Colorado Water Conservation Board (CWCB) or such other financial institution as selected by Buyer. Should any of the contingencies herein not be met between the date of this contract and the date of closing, this contract may, at the option of the Buyer, be declared null and void.

13. Notices. All notices and operational communications under this agreement shall be in writing (including electronic form) except as otherwise provided for in this Agreement. All such notices and communications shall be deemed to have been duly given on the date of service, if delivered and served personally, or served via e-mail on the person to whom notice is given. All notices which are delivered by US Mail shall be addressed to the following addresses unless otherwise agreed upon by the Parties:

Buyer:

Town of Firestone
Attn: Julie Pasillas
PO Box 100
Firestone, CO 80520

Seller:

Hirschfeld Brothers, LLC
12806 N. 115th St.
Longmont, CO 80504

14. Entire Agreement. This Agreement represents the complete agreement between the Parties and no oral modification shall be recognized. Any amendment or additions shall be made in writing signed by both parties.

15. Survival of Closing. The representations, warranties and indemnities made by the parties to this contract and the covenants and agreements to be performed or complied with by the respective parties under this contract before the closing date shall be deemed to be continuing and shall survive the closing.

16. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns.

17. Jurisdiction and Venue. This Agreement shall be governed and its terms construed under the laws of the State of Colorado and venue shall be in the County of Weld.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first above written

BUYER:	**SELLER**:
TOWN OF FIRESTONE	**HIRSCHFELD BROTHERS, LLC**
______________________________	______________________________
By:	Name:
______________________________	Title:
Title	

Staff Report

Cottonwood Hollow Filing No. 5

Final Plat

Prepared by the
Town of Firestone for the
Board of Trustees

March 27, 2019

Applications
This staff report is for the Cottonwood Hollow Filing No. 5, Final Plat ("Final Plat"). The applicant for this submittal is Mortgage Consultants, 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 south of Sable Avenue and east of the proposed Arbor Street. This is a final plat of Tract A, Cottonwood Hollow Filing No. 5.

Site Analysis
The Final Plat is comprised of Tract A which is 20.2 acres. This tract is being created through the merger of Tracts F, G and I of Cottonwood Hollow Filing No. 1. The property is generally flat and would be appropriate for the apartment development being proposed.

Plan Analysis
The Final Plat has been created to merge previously approved tracts within Cottonwood Hollow Filing No. 1 final plat. No construction can occur on the subject property until the newly created Tract A is re-subdivided in the future, concurrent with a final development plan allowing for the proposed apartments.

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 19-18, a resolution approving the Cottonwood Hollow Filing No. 5 final plat with conditions.

RESOLUTION NO. 19-18

A RESOLUTION APPROVING A FINAL PLAT FOR COTTONWOOD HOLLOW FILING NO. 5.

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 Cottonwood Hollow Filing No. 5; 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 Cottonwood Hollow Filing No. 5 hereby approved, subject to the conditions set forth in Exhibit A attached hereto and incorporated herein by this reference.

PASSED AND ADOPTED this 27th day of March, 2019.

____
Bobbi Sindelar, Mayor

ATTEST:

____
Leah Vanarsdall, Town Clerk

EXHIBIT A
Cottonwood Hollow Filing No. 5
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 Cottonwood Hollow Filing No. 5 final plat shall be made to the Town's satisfaction.

FINAL PLAT
COTTONWOOD HOLLOW, FILING 5
A REPLAT OF TRACTS I, G, AND F COTTONWOOD HOLLOW, FILING 1
LOCATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M. TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO

OWNERSHIP AND DEDICATION:

KNOW BY ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED MORTGAGE CONSULTANTS, LLC., A COLORADO LIMITED LIABILITY COMPANY BEING THE OWNER(S) OF THE LAND SHOWN IN THIS FINAL PLAT AND DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE NORTH HALF OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

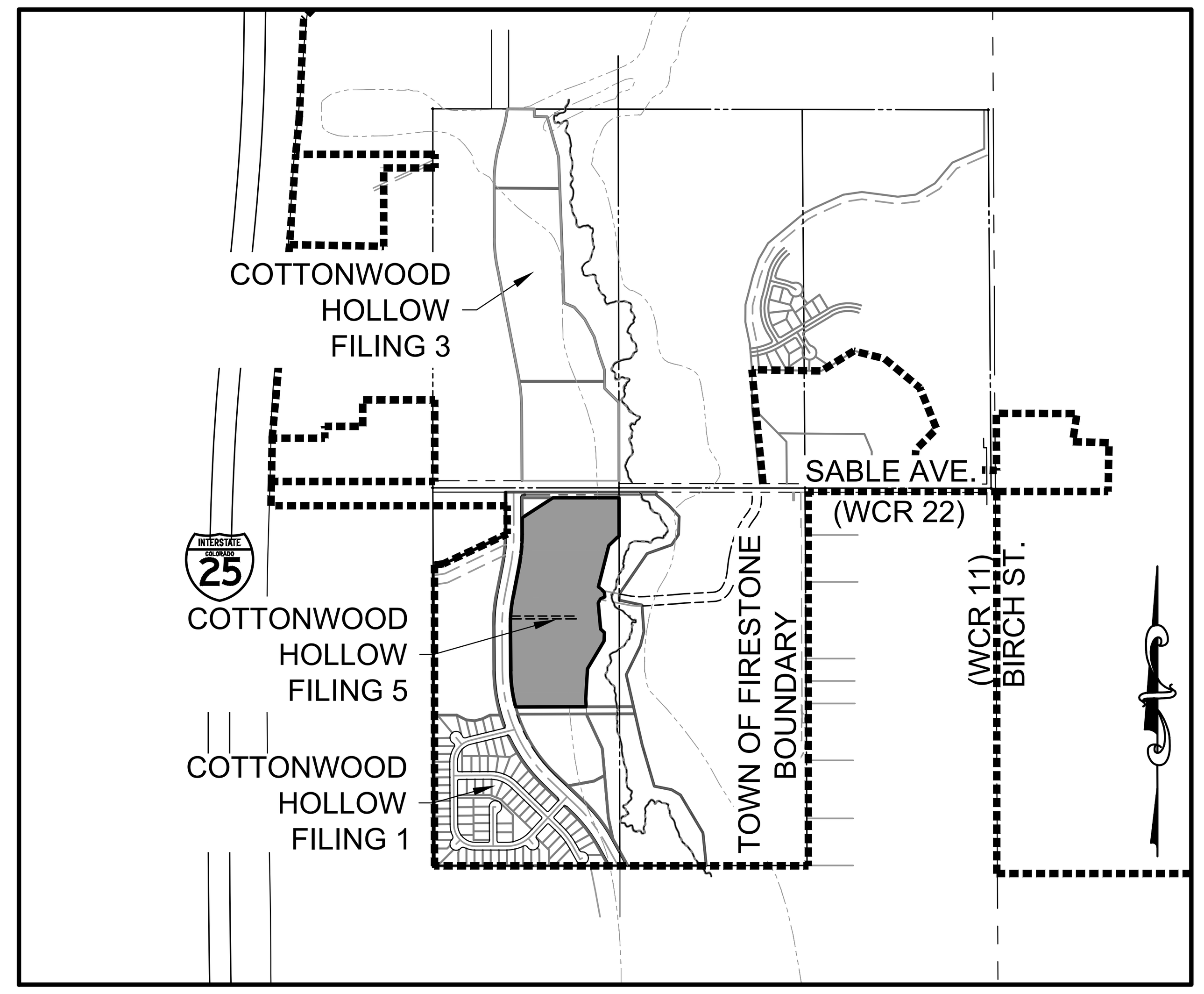
COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, WHENCE THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14 BEARS N90°00'00"W WITH ALL BEARINGS HEREIN CONTAINED RELATIVE THERETO; THENCE ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 14 S00°07'17"E, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE S00°07'17"E, A DISTANCE OF 271.37 FEET;
THENCE S57°55'06"W, A DISTANCE OF 15.86 FEET;
THENCE S46°08'59"W, A DISTANCE OF 81.70 FEET;
THENCE S14°17'01"W, A DISTANCE OF 299.30 FEET;
THENCE S49°22'28"E, A DISTANCE OF 56.74 FEET;
THENCE S03°16'13"E, A DISTANCE OF 33.66 FEET;
THENCE S62°37'55"W, A DISTANCE OF 36.80 FEET;
THENCE S26°39'40"W, A DISTANCE OF 29.30 FEET;
THENCE S05°13'01"E, A DISTANCE OF 184.28 FEET;
THENCE S47°17'38"E, A DISTANCE OF 36.28 FEET;
THENCE S02°26'30"W, A DISTANCE OF 59.58 FEET;
THENCE S30°54'29"W, A DISTANCE OF 226.80 FEET;
THENCE S03°27'11"W, A DISTANCE OF 212.60 FEET;
THENCE S04°05'07"E, A DISTANCE OF 55.64 FEET;
THENCE S89°49'38"W, A DISTANCE OF 495.10 FEET TO A POINT OF NON-TANGENT CURVE;
THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 14°39'23", A RADIUS OF 1,015.00, AND AN ARC LENGTH OF 259.64 FEET, THE CHORD OF WHICH BEARS N07°45'26"W, A DISTANCE OF 258.93 FEET;
THENCE N00°25'44"W, A DISTANCE OF 314.08 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11°25'12", A RADIUS OF 1,015.00 FEET, AND AN ARC LENGTH OF 202.30 FEET;
THENCE N10°59'27"E, A DISTANCE OF 225.71 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°15'14", A RADIUS OF 1,135.00, AND AN ARC LENGTH OF 222.94 FEET;
THENCE N00°15'47"W, A DISTANCE OF 116.85 FEET;
THENCE N57°03'43"E, A DISTANCE OF 258.02 FEET;
THENCE N90°00'00"E, A DISTANCE OF 465.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 880,230 SQUARE FEET OR 20.207 ACRES, MORE OR LESS.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF COTTONWOOD HOLLOW, FILING 5 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 THE STREETS, AVENUES AS SHOWN ON THE ACCOMPANYING PLAT FOR THE PUBLIC USE THEREOF FOREVER AND DOES FURTHER DEDICATE TO THE USE OF THE TOWN OF FIRESTONE AND ALL SERVING PUBLIC UTILITIES THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AS 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 SHALL BECOME THE SOLE PROPERTY OF SAID TOWN OF FIRESTONE, COLORADO, EXCEPT PRIVATE ROADWAY CURBS, GUTTER AND PAVEMENT AND ITEMS OWNED BY MUNICIPALITY FRANCHISED UTILITIES, OTHER SERVING PUBLIC ENTITIES AND/OR CENTURY LINK 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 AND SHALL NOT BECOME THE PROPERTY OF THE TOWN OF FIRESTONE, COLORADO.



VICINITY MAP
SCALE: 1" = 1,000'

OWNER:

MORTGAGE CONSULTANTS, LLC., A COLORADO LIMITED LIABILITY COMPANY

____
BY:

____
TITLE:

NOTARY CERTIFICATE:

STATE OF COLORADO)
) SS
COUNTY OF _________)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___________ DAY

OF _________________, 20___, BY ______________________________.

WITNESS MY HAND AND OFFICIAL SEAL.

____
NOTARY PUBLIC

____
MY COMMISSION EXPIRES

OWNER/ DEVELOPER:

MORTGAGE CONSULTANTS, LLC.
8400 EAST PRENTICE AVENUE, SUITE 1002
GREENWOOD VILLAGE, COLORADO 80111
PHONE: 303-882-6024
CONTACT: OTTO AICHINGER
EMAIL: OTTO.AICHINGER@CALIBERHOMELOANS.COM

SHEET INDEX

NOTES:

1. THE PURPOSE OF THIS PLAT IS TO MERGE THREE TRACTS INTO ONE TRACT FOR FUTURE DEVELOPMENT.
2. AS PER FEMA FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY-PANEL NUMBER 08123C1890E, REVISED JANUARY 20, 2016, ZONE "A" CONSISTS OF AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD NOT DETERMINED.
3. BASIS OF BEARING IS THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 14, T.2S., R.68W, OF THE 6th P. M., ASSUMED TO BE N90°00'00"E BETWEEN THE MONUMENTS SHOWN HEREON.
4. NO BUILDING PERMITS WILL BE ISSUED, AND NO DEVELOPMENT MAY OCCUR, UNTIL A FINAL DEVELOPMENT PLAN HAS BEEN APPROVED BY THE TOWN.

SURVEYOR'S CERTIFICATE:

I, JOHN E. KRATZ, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF COTTONWOOD HOLLOW, FILING 5 WAS MADE BY ME OR UNDER MY SUPERVISION ON OR ABOUT ______________, AND THAT THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID SUBDIVISION AND THE SURVEY THEREOF.

__________________________________ __________________
JOHN E. KRATZ DATE
REGISTERED COLORADO LAND SURVEYOR No. 20142

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.

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE PLAT OF COTTONWOOD HOLLOW, FILING 5 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

SURVEYOR:

RED ROCK LAND SURVEYS, INC.
254 PELAGE CT.
CANON CITY, COLORADO 81212
PHONE: 303-994-6300
CONTACT: JOHN E. KRATZ
EMAIL: JKRATZ@REDROCKLANDSURVEYS.COM

TECHNICAL CONSULTANT & PREPARED BY:

PARAGON ENGINEERING CONSULTANTS, INC.
7852 SOUTH ELATI STREET, SUITE 101
LITTLETON, CO 80120 303-794-8604
CONTACT: WENDELL AYERS, PRESIDENT
EMAIL: WENDELL@PARAGONENG.COM

FIRESTONE INFORMATION BLOCK	
NAME OF SUBMITTAL:	COTTONWOOD HOLLOW
TYPE OF SUBMITTAL:	FINAL PLAT
FILING NUMBER:	FILING 5
PHASE NUMBER:	
SHEET TITLE:	PLAT COVER
PREPARATION DATE:	10/19/2018
REVISION DATE:	1/16/2019
REVISION DATE:	2/22/2019
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	

FINAL PLAT
COTTONWOOD HOLLOW, FILING 5

A REPLAT OF TRACTS I, G, AND F COTTONWOOD HOLLOW, FILING 1
LOCATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 14,
TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M.
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
SHEET 2 OF 3

SEE SHEET 3

LEGEND

- ○ FOUND REBAR W/ 1-½" ALUM. CAP "LS 25614"
- ● SET NO. 5 REBAR W/ YELLOW CAP "PLS 20142"
- FOUND ALIQUOT MONUMENT AS DESCRIBED
- ALIQUOT / SECTION LINE
- EXISTING R.O.W.
- PROPERTY LINE
- EXISTING PROPERTY LINE
- EXISTING EASEMENTS
- EXISTING 100 YEAR FLOOD PLAIN

TECHNICAL CONSULTANT & PREPARED BY:
PARAGON ENGINEERING CONSULTANTS, INC.
7852 SOUTH ELATI STREET, SUITE 101
LITTLETON, CO 80120 303-794-8604
CONTACT: WENDELL AYERS, PRESIDENT
EMAIL: WENDELL@PARAGONENG.COM

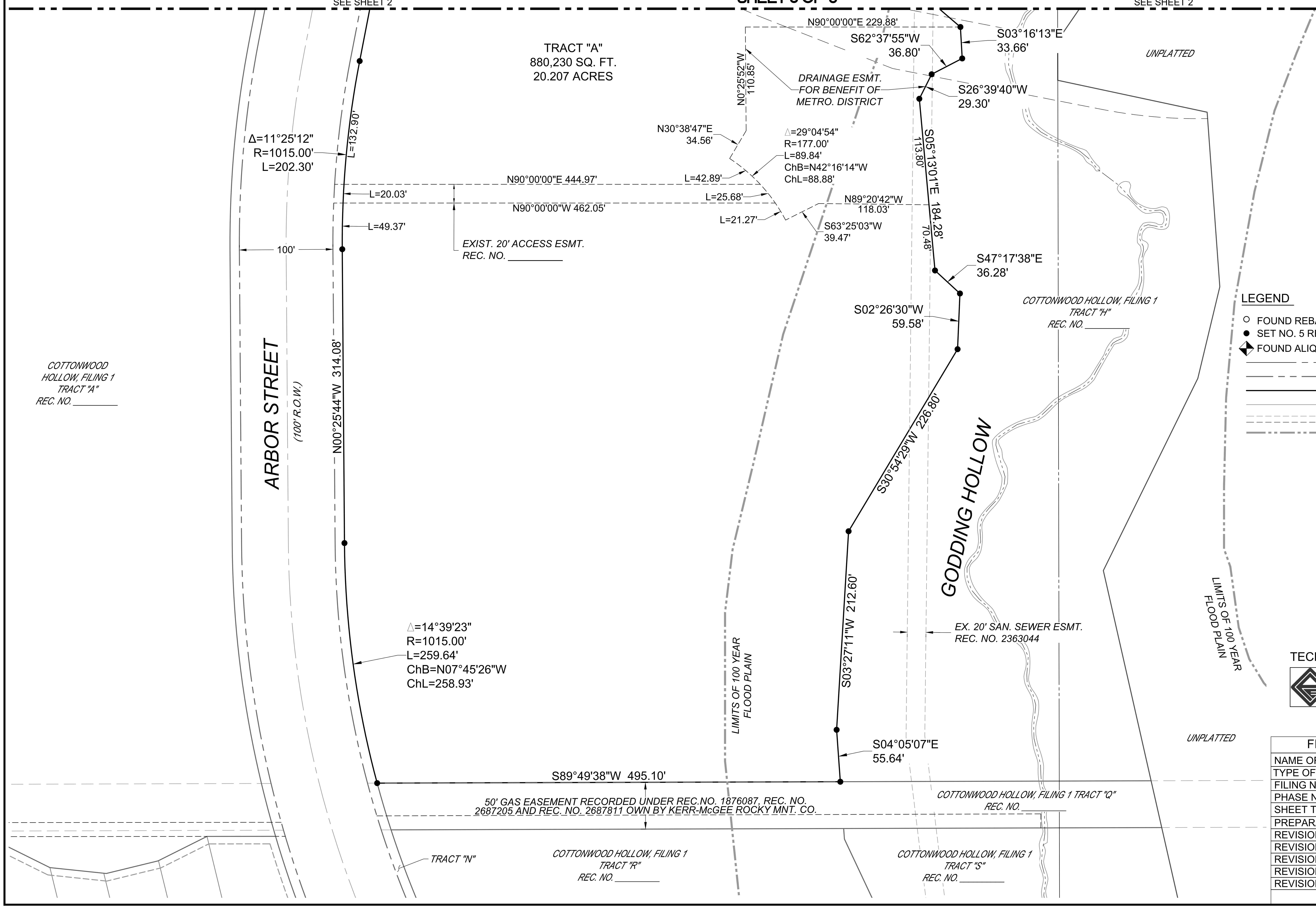
FIRESTONE INFORMATION BLOCK

NAME OF SUBMITTAL:	COTTONWOOD HOLLOW
TYPE OF SUBMITTAL:	FINAL PLAT
FILING NUMBER:	FILING 5
PHASE NUMBER:	
SHEET TITLE:	PLAT SHEET
PREPARATION DATE:	10/19/2018
REVISION DATE:	1/16/2019
REVISION DATE:	2/22/2019
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	

FINAL PLAT

COTTONWOOD HOLLOW, FILING 5

A REPLAT OF TRACTS I, G, AND F COTTONWOOD HOLLOW, FILING 1
LOCATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 14,
TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M.
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO



LEGEND

- ○ FOUND REBAR W/ 1-½" ALUM. CAP "LS 25614"
- ● SET NO. 5 REBAR W/ YELLOW CAP "PLS 20142"
- FOUND ALIQUOT MONUMENT AS DESCRIBED
- ALIQUOT / SECTION LINE
- EXISTING R.O.W.
- PROPERTY LINE
- EXISTING PROPERTY LINE
- EXISTING EASEMENTS
- EXISTING 100 YEAR FLOOD PLAIN

0 50' 100'
SCALE: 1" = 50'

TECHNICAL CONSULTANT & PREPARED BY:

PARAGON ENGINEERING CONSULTANTS, INC.
7852 SOUTH ELATI STREET, SUITE 101
LITTLETON, CO 80120 303-794-8604
CONTACT: WENDELL AYERS, PRESIDENT
EMAIL: WENDELL@PARAGONENG.COM

FIRESTONE INFORMATION BLOCK	
NAME OF SUBMITTAL:	COTTONWOOD HOLLOW
TYPE OF SUBMITTAL:	FINAL PLAT
FILING NUMBER:	FILING 5
PHASE NUMBER:	
SHEET TITLE:	PLAT SHEET
PREPARATION DATE:	10/19/2018
REVISION DATE:	1/16/2019
REVISION DATE:	2/22/2019
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	

FIRESTONE PLANNING AND ZONING COMMISSION

RESOLUTION NO. PC-19-003

A RESOLUTION RECOMMENDING APPROVAL OF A FINAL PLAT FOR COTTONWOOD HOLLOW FILING NO. 5.

WHEREAS, there has been submitted to the Planning and Zoning Commission of the Town of Firestone a request for approval of a final plat for Cottonwood Hollow Filing No. 5; and

WHEREAS, all materials related to the 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, after a duly-noticed public hearing, at which evidence and testimony were entered into the record, the Planning and Zoning Commission finds the application to be in compliance with Town of Firestone subdivision and zoning ordinances, Development Regulations, and related Town ordinances, regulations, and policies and should therefore be approved, subject to those conditions set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FIRESTONE, COLORADO:

Section 1. The Planning and Zoning Commission hereby recommends approval of the proposed final plat for Cottonwood Hollow Filing No. 5, subject to the conditions set forth on Exhibit A attached hereto and incorporated herein by reference.

PASSED AND ADOPTED this 21st day of March, 2019.

Chairperson

ATTEST:

Secretary

FIRESTONE TOWN SEAL PLANNING AND ZONING COMMISSION

TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

NOTICE OF PUBLIC HEARING

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

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

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

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

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

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

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

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

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM#:** 10.a. **Discussion/Action** **Meeting Date:** March 27, 2019 **Initiated By:** Jennifer Weinberger, Julie Pasillas **Dept:** Administration

AGENDA TITLE
Resolution 19-16: A RESOLUTION APPROVING THE PURCHASE OF SERVICES AND EQUIPMENT AT 7500 PINE CONE AVE, PUBLIC WORKS FACILITY.

SUMMARY
The perimeter fence being installed at 7500 Pine Cone Ave, Public Works Facility, will begin the week of March 11th. The Town is asking for approval of the automation equipment and services, to motorize the two main entry access points off of Pine Cone Ave.

HISTORY AND PREVIOUS BOARD ACTION
The Board of Trustees approved the purchase and installation of a fence for the Public Works Facility at the January 23rd Board Meeting.

RECOMMENDATION
Staff recommends the automation and security badge access at the 2 main gates located at 7500 Pine Cone Ave, Public Works Facility.

"I move to approve RESOLUTION 19-16, a resolution approving purchasing services and equipment for the Community Resources and Public Works Departments."

ALTERNATIVES
The Board of Trustees can provide staff with further direction

ATTACHMENTS
1. 8b - Reso 19-16 CRD-PWD Purchases
2. Steelock Liftmasters
3. Top Notch Elecetrical
4. Commercial Access Systems

FINANCIAL CONSIDERATIONS
The services and equipment to automate the 2 entry/exit gates at 7500 Pine Cone Ave, Public Works Facility, would be an amount not-to-exceed $28,024.

RESOLUTION <u>19-16</u>

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

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

WHEREAS, the Board of Trustees desires to purchase services and equipment 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, equipment and software identified below for an amount not to exceed $28,025; and

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

- LIFTMASTER Model SL 595 2 H/P 220 3 Phase Electric Slide Gate Operators with installation by STEELOCK $17,987.00
- Electrical Services relating to the LIFTMASTER Electric Slide Gate Operators by Top Notch Electric $3,212.87
- Card Reader Pedestals and installation services for the LIFTMASTER Electric Slide Gate Operators by Commercial Access Systems $6,824.00

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

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

<u>Section 1</u>. 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 <u>13th</u> day of <u>March,</u> 2019.

TOWN OF FIRESTONE, COLORADO

____
Bobbi Sindelar, Mayor

ATTEST:

____
Leah Vanarsdall, Town Clerk

STEELOCK®

GENERAL FENCE CONTRACTOR

2690 E. 78th Avenue - Denver, Colorado 80229
Phone (303) 295-1915 • Fax (303) 292-6473
www.steelock.com • Toll Free 888-569-5758

PROPOSAL

FOR:	TOWN OF FIRESTONE	**ESTIMATE NO.:**	41080
AT:	FIRESTONE, CO	**DATE:**	2/6/2019
LETTING DATE:			
ATTENTION:	JENNIFER	**FAX #**	
Specifications by:	NONE	**Addendum:**	
Drawing No.	NONE	**Dated:**	

FOR THE SUM OF: SEE BELOW
$

PER YOUR REQUEST FOR BID STEELOCK GENERAL FENCE CONTRACTOR PROPOSES TO FURNISH AND INSTALL TWO EACH LIFTMASTER MODEL SL 595 2 H/P 220 3 PHASE ELECTRIC SLIDE GATE OPERATORS INCLUDING DETECTION LOOPS FOR SAFETY AND FREE EXIT= $17,987.00

DEDUCT BARBED WIRE FROM CHAIN LINK FENCE = $1,982.00 CREDIT

EXCLUSIONS: ANY ELECTRICAL WIRING OR CONDUITS TO OPERATORS OR CONTROLS, ACCESS CONTROLS

SALES TAX INCLUDED? NO **TERMS:** NET

LOCATION OF ALL UNDERGROUND UTILITIES AND SPRINKLER LINES IS THE RESPONSIBILITY OF THE OWNER.

PROPOSAL IS GOOD FOR 14 DAYS FROM DATE OF QUOTE

STEELOCK ACCEPTS VISA AND MASTERCARD

FOR TEMPORARY CONSTRUCTION FENCE, CONTACT RANDY SIKKINK AT (303) 295-1915

YOU HAVE OUR PERMISSION TO FAX THIS REPLY TO (303) 292-6473

ACCEPTED: ____________________ **STEELOCK GENERAL FENCE CONTRACTOR**

BY: ____________________

BY: Larry W. Jensen
Larry W. Jensen – Estimator

DATE: ____________________

The Rocky Mountain Region's First Name in Commercial and Industrial Fencing

SL595UL

AC HEAVY-DUTY INDUSTRIAL SLIDE GATE OPERATOR

Extreme heavy-duty operator for industrial locations.

RELIABLE

COMMERCIAL GEAR-DRIVEN TRANSMISSION PROVIDES UNSURPASSED RELIABILITY.

HEAVY-DUTY STEEL LOCKABLE NEMA 3R ENCLOSURE: OIL-TIGHT, WEATHERPROOF CABINET WITHSTANDS EXTREME AND HARSH ENVIRONMENTS.

SURGE SUPPRESSION PROVIDES INDUSTRIAL SURGE AND LIGHTNING PROTECTION AGAINST STRIKES UP TO 50 FEET AWAY.

WARRANTY 2 YEARS.

SMART

myQ® TECHNOLOGY ENABLES YOU TO SECURELY CONTROL AND MONITOR YOUR GATE OPERATOR FROM ANYWHERE.*

SIMPLIFIED MOUNTING AND WIRING ROUTING FOR EASIER INSTALLATIONS.

SAFE AND SECURE

SECURITY+ 2.0® SAFEGUARDS ACCESS WITH AN ENCRYPTED TRI-BAND SIGNAL TO VIRTUALLY ELIMINATE INTERFERENCE AND OFFER EXTENDED RANGE.

MANUAL DISCONNECT WHEN UNLOCKED ALLOWS GATE TO BE OPERATED MANUALLY.

QUICK CLOSE AND ANTI-TAILGATE QUICKLY SECURE PROPERTY, PREVENTING UNAUTHORIZED ACCESS.

LOCKOUT/TAGOUT FEATURE PREVENTS POWER FROM BEING SWITCHED ON WHEN SERVICING OPERATOR AND SAFEGUARDS WORKERS FROM HIGH-VOLTAGE POWER.

MECHANICAL BRAKING SYSTEM: THIS SOLENOID-ACTUATED BRAKE SYSTEM ADDS SUBSTANTIAL GATE POSITION CONTROL AT ALL POINTS IN TRAVEL AND PREVENTS THE GATE FROM BEING BACK DRIVEN.

*Cellular data or Wi-Fi® connection required. Test equipment regularly and follow safety instructions

INCLUDED ACCESSORIES:

MONITORED RETRO-REFLECTIVE PHOTO EYE
Enhanced retro-reflective photo eye now with heater and wider beam, engineered to stay aligned; max. range: 50 ft.

LMRRUL

MONITORED SMALL PROFILE RESISTIVE EDGE
Pressure-sensitive edge stops and/or reverses gate when obstructed.

S505AL

SAFETY ADD-ONS:

MONITORED THROUGH-BEAM PHOTO EYES
Enhanced through-beam now with wider beam and heater for high performance in most environments; max. range: 90 ft.

LMTBUL

MONITORED WIRELESS EDGE KIT
Low-energy Bluetooth® connection between a LiftMaster Monitored Resistive Edge and the gate operator; max. range: 130 ft.**

LMWEKITU

MONITORED SAFETY ENTRAPMENT EDGES
Full line of Small, Large and Wraparound Profile Edges that sense obstructions.

EDGES

TOTAL SOLUTION ACCESSORIES:

TELEPHONE ENTRY FOR COMMERCIAL APPLICATIONS AND GATED COMMUNITIES
Mid-capacity telephone entry access control system with Versa XS 4.0 software.

EL2000SS

PLUG-IN LOOP DETECTOR
Prevents the gate from closing on a vehicle in the path; power efficient for maximum cycles on Battery Backup.

LOOPDETLM

IN-GROUND TRAFFIC SPIKE SECTION (6 FT.)
Standard-duty, in-ground manual traffic spikes. 6 ft. sections come in different finishes.

11600

**Wireless kit for up to 4 transmitters and 2 resistive edges per transmitter.

PRODUCT GUIDE SL595UL
AC HEAVY-DUTY INDUSTRIAL SLIDE GATE OPERATOR

LiftMaster
ELITE SERIES

SL595UL

AC HEAVY-DUTY
INDUSTRIAL SLIDE GATE
OPERATOR

MASTERFUL ENGINEERING.

MECHANICS

- **High-Starting Torque** Continuous-Duty Motor (Available in 1, 1 1/2 and 2 HP)
- **Operator Duty Rating**: 25 Cycles per Hour
- **Wormgear Reduction**: 20:1 Wormgear Reducer
- **Mechanical Limit System**: Maintains Accurate Gate Position Throughout Travel, Even After Using Manual Disconnect
- **Adjustable Friction Clutch**: Helps to Protect Gate and Operator from Damage Should the Gate Meet an Obstruction
- **Chain**: #50 Nickel-Plated (25 ft. Supplied)

POWER

- **115/208/230VAC Single-Phase**; 208/230/460/575VAC 3-Phase (575V Includes Factory-Installed Heater)
- **Accessory Power**: 24VDC 500mA Max.
- **Dual-Voltage Connections**: Increase Flexibility by Enabling the Installer to Select the Required Voltage, Within Phase, to Meet Job-Site Requirements

COMMERCIAL-GRADE DESIGN

- **Metal Frame**: 7-Gauge Pre-Galvanized Steel
- **Maximum Run Timer**: Protects Against Damage to the Gate and Operator by Limiting the Unit's Run Time to 120 Seconds
- **Cover**: Powder-Coated, Pre-Galvanized 16-Gauge Steel Oil-Tight, Weatherproof NEMA 3R Lockable Cabinet
- **UL® Usage Classification**: I, II, III and IV
- **Operator Weight**: 270 lbs.

CAPACITIES

HP	Max. Gate WT. (lbs.)	Max. Gate Width (ft.) (Overhead/V-Groove)	Max. Gate Width (ft.) (Cantilever)	Cycles/HR
1	1,700	70	35	25
1 1/2	2,100	80	40	25
2	2,500	90	45	25

TEMPERATURE SPECIFICATIONS

WITHOUT HEATER
-4°F (-20°C) to 140°F (60°C)

WITH OPTIONAL HEATER
(HTANB—HTR460 FOR 460V OPERATORS)
-40°F (-40°C) to 140°F (60°C)

GATE TRAVEL SPEED
12" per second

STANDARD FEATURES.

PRE-MOTION WARNING ALARM
- Activates On-Board Alarm 3 Seconds Prior to Gate Motion

EXTERNAL ALARM RESET BUTTON
- Instantly Resets the Built-In Safety Alarm Siren

MAXIMUM RUN TIMER
- Protects Against Damage to the Gate and Operator by Limiting the Unit's Run Time to 120 Seconds

INHERENT REVERSING SENSOR
- Detects Obstructions and Reverses Gate When Closing or Stops/Reverses Gate When Opening

c UL us

MECHANICAL LIMIT SYSTEM
- Maintains Accurate Gate Position Throughout Gate Travel, Even After Using Manual Disconnect

MONITORED SAFETY INPUTS
- 3 Main Board, 3 Expansion Board

SECURITY+ 2.0® ON-BOARD RADIO RECEIVER
- Tri-Band 310/315/390 MHz Frequency
- Up to 50 Remote Controls (Unlimited with 811LM/813LM)

LED DIAGNOSTIC DISPLAY
- Simplifies Installation and Troubleshooting

PROGRAMMABLE AUXILIARY RELAYS
- Make Adding Additional Features Easy

SUPPORT.

For Support Tools and Training Videos, Visit
LiftMasterTraining.com

For More Information on Gate Operators, Visit
LiftMaster.com/UL325Gates

To Find the Right Perimeter Access Solution for You, Visit
LiftMaster.com/Solution-Generator

Sales Support: **800.282.6225**
Technical Support Center: **800.528.2806**
To Order: **800.323.2276**

LiftMaster ELITE SERIES

TOP NOTCH ELECTRIC
Residential • Commercial • Service • Locates
303-319-5722

Jaime Sandoval
9044 Harlequin Cir.
Frederick, CO 80504

Town of Firestone-Gate Power

Electrical Proposal

Description

- Remove circuitry in existing load center to create space for new interior sub panel
- Install flexible conduit from existing load center to new sub panel location on west wall
- Install new sub panel to feed power to automatic gates
- Install 2" PVC in trench from building to gate power locations
- Install exterior weather rated load center at north end of trench for gates and future power
- Install ¾" PVC from exterior load center to gate motor locations
- Pull wire into conduit and terminate in new sub panel and at gate motors
- Install (2) breakers in sub panel to have dedicated power to each gate
- Relocate circuitry removed from existing load center into new sub panel
- Install breakers and terminate wires for existing circuitry
- Power up and test

Grand Total
$3212.87 *(price includes labor and material)*
**Any work completed beyond original proposal, will be billed as a change order*

Company Address:
Bob Derman
Commercial Access Systems
1351 S Garfield Ave
Loveland
Colorado
80537

Tel: 970-980-7041
Email: bob@commercialaccesssystems.com

Estimate for:
Julie Pasillas
Town of Firestone
151 Grant Ave.
Firestone
Colorado
80520
jpasillas@firestoneco.gov

Estimate name: Security Gate

Estimate date: 06 Mar 2019

Estimate reference: COM-1551891707

Description Of Work

To install additional door controller, cabling, 2 pedestals and 2 card readers at each gate.

Name	Quantity	Net Amount	Net Total
Hardware			
MAXXESS eMAX-MR51e	1	$579.00 each	$579.00
CABLE 18-2 PLENUM SHIELDED	800	$0.28 each	$224.00
CABLE 22-6 PLENUM SHIELDED	400	$0.36 each	$144.00
CARD READER PEDESTAL	2	$300.00 each	$600.00
HID MAXIPROX READER LONG RANGE 24V	2	$704.00 each	$1,408.00
ALTRONIX POWER SUPPLY 12/24VDC 6A 8FUSED	1	$432.00 each	$432.00
Labor			
Labor- Card Access	28	$100.00 each	$2,800.00

Terms and Conditions

Electrician is to provide conduit from building to the gate controller and also from gate controller to the card reader pedestal base. A concrete base is to be provided to mount the card reader pedestal onto. We also need to interface our wiring to the gate controller, the gate company is to terminate that wire or show us where to terminate. Labor pricing is subject to change if conditions are not met.

Total Net Amount	$6,187.00
Total Tax Amount	$0.00
Total	$6,187.00

AGENDA INFORMATION MEMORANDUM

FIRESTONE
TOWN BOARD OF TRUSTEES

AIM#: 10.b.

Discussion/Action

Meeting Date: March 27, 2019

Initiated By: Julie Pasillas

Dept: Community Resources

AGENDA TITLE
ORDINANCE 950: AN ORDINANCE TO APPLY AND CONTRACT FOR BENEFICIAL USE OF WATER ON BEHALF OF THE TOWN OF FIRESTONE, A MUNICIPAL CORPORATION, AND PRESCRIBING THE TERMS FOR APPLICATION FOR AN ALLOCATION OF THE RIGHT TO USE COLORADO-BIG THOMPSON PROJECT WATER TO SAID TOWN OF FIRESTONE BY NORTHERN COLORADO WATER CONSERVANCY DISTRICT.

SUMMARY
Each year, Northern Water requires the Town to cancel any temporary use permits for water transfers that took place in the prior water year. By cancelling the temporary use permits and completing the Section 131 Annual Renewable Water Contract, the water will be converted from temporary water rights to annually renewable perpetual water rights in the Colorado-Big Thompson ("C-BT") system. At present, the Town has five temporary use permits for 43 acre-feet/shares, transferred by developers complying with water dedication requirements during 2018. This is an annual process, and all forms must be returned to Northern Water.

HISTORY AND PREVIOUS BOARD ACTION
This procedural matter is required for any temporary use permits for water shares accepted by the Town during the previous year. The Town had to complete this procedure 2018, as 98 acre-feet/shares had been transferred.

RECOMMENDATION
Staff recommends that the Board adopt a motion to approve the attached ordinance to apply and contract for the beneficial use of 43 acre-feet/shares of C-BT water and authorize the Mayor to complete and sign the application for cancellation of the temporary use permits.

ALTERNATIVES
None at this time

ATTACHMENTS
1. ORDINANCE NO. 950 AN ORDINANCE TO APPLY AND CONTRACT FOR BENEFICIAL USE OF WATER ON BEHALF OF THE TOWN OF FIRESTONE
2. Application to NCWCD for Right to Use Colorado-Big Thompson Water Project(2019)

FINANCIAL CONSIDERATIONS
There is no cost to convert the temporary use permit for 43 acre-feet/shares to an annual renewable water contract. The Town pays annual water assessment fees to Northern Water for use of the C-BT system.

ORDINANCE NO. 950

AN ORDINANCE TO APPLY AND CONTRACT FOR BENEFICIAL USE OF WATER ON BEHALF OF THE TOWN OF FIRESTONE, A MUNICIPAL CORPORATION, AND PRESCRIBING THE TERMS FOR APPLICATION FOR AN ALLOCATION OF THE RIGHT TO USE COLORADO-BIG THOMPSON PROJECT WATER TO SAID TOWN OF FIRESTONE BY NORTHERN COLORADO WATER CONSERVANCY DISTRICT.

WHEREAS, under the Water Conservancy Act of Colorado, Title 37, Article 45, Colorado Revised Statutes of 1973, it is necessary that the Board of Trustees of the Town of Firestone, a Colorado municipal corporation, in order to obtain the perpetual right to use Colorado-Big Thompson Project water on an annually renewable basis under C.R.S. 37-45-131 within the boundaries of the Northern Colorado Water Conservancy District, contract for the beneficial use of water from Northern Colorado Water Conservancy District, and the Town by this ordinance desires to authorize and direct the Mayor and Town Clerk to apply to the Board of Directors of said District for such water contract.

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

Section 1: That the Town of Firestone has determined to apply for a contract providing for the beneficial use of Forty Three (43) acre-feet of water from Northern Colorado Water Conservancy District within the boundaries of the Northern Colorado Water Conservancy District.

Section 2: That the Mayor and Town Clerk be and are hereby authorized and directed to apply to the Board of Directors of said Northern Colorado Water Conservancy District for a contract providing to the Applicant the beneficial use of water upon terms prescribed by said Board in the manner and form as in this section provided, to-wit:

APPLICATION TO
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
FOR ANNUALLY RENEWABLEPERPETUAL WATER
CONTRACT FOR RIGHT TO USE COLORADO-BIG
THOMPSON PROJECT WATER UNDER C.R.S. 37-45-131

Applicant, Town of Firestone, a Colorado municipal corporation, acting as governing body of a water activity enterprise, hereby applies to Northern Colorado Water Conservancy District (hereinafter "Northern Water"), a political subdivision of the State of Colorado, organized and existing by virtue of Title 37, Article 45, Colorado Revised Statutes, for a contract for the right to beneficially use Colorado-Big Thompson Project water under the following terms and conditions:

1. The quantity of water herein requested by Applicant for annual application to beneficial use is Forty Three (43) acre-feet to be used so long as the Applicant fully complies with all of the terms, conditions, and obligations hereinafter set forth.

2. It is understood and agreed by the Applicant that any water provided for use under this contract by the Board of Directors of Northern Water shall be primarily for domestic, irrigation, or industrial use within or through facilities or upon lands owned or served by said Applicant, provided however, that all lands, facilities, and serviced areas which receive benefit from the use of water (whether water service is provided by direct delivery, by exchange, or otherwise) shall be situated within the boundaries of Northern Water.

3. Applicant agrees that an acre-foot of water as referred to herein is defined as being one-three-hundred-ten thousandth (1/310,000) of the quantity of water annually declared by the Board of Directors of Northern Water to be available for delivery from the water supplies of the Northern Water. Applicant agrees that such water shall be delivered from the works of the Northern Water at such existing Northern Water delivery point or points as may be specified by the Applicant and that the water delivery obligation of Northern Water shall terminate upon release of water from said works. Further, the Applicant agrees that on November 1 of each year, any water undelivered from the annual quantity made available to the Applicant shall revert to the water supplies of Northern Water.

4. Applicant agrees to pay annually in advance for the amount of water herein provided for use under this contract by the Board of Directors of Northern Water at a price per acre-foot to be fixed annually by said Board; and, further, agrees that the initial annual payment shall be made, in full, within fifteen (15) days after the date of notice from Northern Water that the initial payment is due hereunder. Said notice will advise the Applicant, among other things, of the water year to which the initial payment shall apply and the price per acre-foot which is applicable to that year. Annual payments for each water year thereafter shall be made in advance by the Applicant on or before each October 1, 31 days prior to the start of the water year, at the rate per acre-foot established by the Board for municipal water use in that water year. For the purpose of this water contract, the water year is defined to be from November 1 to October 31 of the following year.

   If an annual payment as herein provided is not made by due date, written notice thereof, by certified mail, will be given by Northern Water to the Applicant at the following address: P. O. Box 100, Firestone, CO 80520.

   Water deliveries shall be suspended as of November 1 of the new water year until payment of the delinquency is made. If payment is not made within ninety (90) days after the date of mailing of said written notice, Applicant shall have no further right, title, or interest under this contract; and the right of use of water as herein made, shall be disposed of at the discretion of the Board of Directors of Northern Water. Any proceeds from any sale of the right of use to another allottee shall be paid to Applicant over and above Northern Water's actual expense in terminating and disposing of the contract right of use.

5. This right of use shall be perpetual on an annually renewable basis. If the annual payment is made as provided in this application, the right of use shall be automatically renewed another water year without any further action of Northern Water; if the annual payment is not timely made, as provided above, the right of use shall terminate.

6. Applicant agrees that the water allocation shall be beneficially used for the purposes and in the manner specified herein, and that this right of use is made for the exclusive benefit of the Applicant and shall not inure to the benefit of any successors or assigns of said Applicant without prior specific approval of the Board of Directors of Northern Water.

7. Applicant agrees to be bound by the provisions of the Water Conservancy Act of Colorado; the rules, regulations and policies of the Board of Directors of Northern Water as they may now exist or as they exist in the future; and by the Repayment Contract of July 5, 1938, between Northern Water and the United States and all amendments thereof and supplements thereto.

8. Applicant agrees, as a condition of this contract, to enter into an "Operating Agreement" with Northern Water if and when the Board of Northern Water finds and determines that such an agreement is required by reason of additional or special services requested by the Applicant and provided by Northern Water. Said agreement may contain, but not be limited to, provision for water delivery at times or by means not provided within the terms of standard contracts of Northern Water; additional annual monetary consideration for extension of Northern Water delivery services and for additional administration, operation and maintenance costs; or for other costs to Northern Water which may arise through provision of services to the Applicant.

Section 3: In the opinion of the Board of Trustees of the Town of Firestone, acquisition of this annually renewable perpetual right of use water contract for the Colorado-Big Thompson Project water from Northern Water and the right to the beneficial use of water thereunder by said Town of Firestone is necessary; the continued acquisition and use of this water supply is essential for the well-being of the community and for the preservation of the public peace, health, and safety; and the adequate protection of the health of the inhabitants of the community.

Section 4: The Mayor and Town Clerk are hereby authorized to execute on behalf of Applicant all Application materials and other documents necessary to effect the contract herein specified.

Passed and adopted, signed and approved this 13th day of March 2019.

TOWN OF FIRESTONE

By:______________________________
Bobbi Sindelar, Mayor

ATTEST:

(SEAL)

____
Leah Vanarsdall, Town Clerk

APPLICATION TO
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
FOR CANCELLATION OF TEMPORARY USE PERMITS

The Town of Firestone hereby applies for the cancellation of the following Temporary Use Permits:

Permits Dated	Acre-Feet
June 14, 2018	09
June 14, 2018	01
July 12, 2018	10
September 13, 2018	03
December 7, 2018	20
Total Quantity to be Released	**43**

Dated at Firestone, Colorado this ___________ day of _______________________, 20_____.

TOWN OF FIRESTONE

ATTEST:

By____________________________

____
(SEAL)

ORDER ON APPLICATION

Application having been made by the Town of Firestone for the cancellation of the above Temporary Use Permits, and Hearing having been held by the Board of Directors of Northern Colorado Water Conservancy District, it is hereby ORDERED that the above Temporary Use Permits be canceled.

Dated the ____________ day of ________________________, 20_____.

NORTHERN COLORADO WATER
CONSERVANCY DISTRICT

ATTEST:

____
President

____
Secretary

APPLICATION TO
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
FOR ANNUALLY RENEWABLE
PERPETUAL WATER CONTRACT FOR RIGHT TO USE
COLORADO-BIG THOMPSON PROJECT WATER
UNDER C.R.S. 37-45-131

Applicant, Town of Firestone, a Colorado municipal corporation acting in its governmental capacity or a water activity enterprise (circle capacity in which applicant is acting), hereby applies to Northern Water, a political subdivision of the State of Colorado, organized and existing by virtue of Title 37, Article 45, Colorado Revised Statutes, for a contract for the right to beneficially use Colorado-Big Thompson Project water under the following terms and conditions:

1. The quantity of water herein requested by Applicant for annual application to beneficial use is 43 acre-feet to be used so long as the Applicant fully complies with all of the terms, conditions, and obligations hereinafter set forth.

2. It is understood and agreed by the Applicant that any water provided for use under this contract by the Board of Directors of Northern Water shall be primarily for municipal, domestic, irrigation, or industrial use within or through facilities or upon lands owned or served by said Applicant, provided however, that all lands, facilities, and serviced areas which receive benefit from the use of water (whether water service is provided by direct delivery, by exchange, or otherwise) shall be situated within the boundaries of Northern Water.

3. Applicant agrees that an acre-foot of water as referred to herein is defined as being one-three-hundred-ten-thousandth (1/310,000) of the quantity of water annually declared by the Board of Directors of Northern Water to be available for delivery from the water supplies of Northern Water. Applicant agrees that such water shall be delivered from the works of Northern Water at such existing Northern Water delivery point or points as may be specified by the Applicant and that the water delivery obligation of Northern Water shall terminate upon release of water from said works. Further, the Applicant agrees that on November 1 of each year, any water undelivered from the annual quantity made available to the Applicant shall revert to the water supplies of Northern Water.

4. Applicant agrees to pay annually in advance for the amount of water herein provided for use under this contract by the Board of Directors of Northern Water at a price per acre-foot to be fixed annually by said Board; and, further, agrees that the initial annual payment shall be made, in full, within fifteen (15) days after the date of notice from Northern Water that the initial payment is due hereunder. Said notice will advise the Applicant, among other things, of the water year to which the initial payment shall apply and the price per acre-foot which is applicable to that year. Annual payments for each water year thereafter shall be made in advance by the Applicant on or before each October 1, 31 days prior to the start of the water year, at the rate per acre-foot

established by the Board for municipal water use in that water year. For the purpose of this water contract, the water year is defined to be from November 1 to October 31 of the following year.

If an annual payment as herein provided is not made by due date, written notice thereof, by certified mail, will be given by Northern Water to the Applicant at the following address: P.O. Box 100, Firestone, Colorado 80520.

Water deliveries shall be suspended as of November 1 of the new water year until payment of the delinquency is made. If payment is not made within ninety (90) days after the date of mailing of said written notice, Applicant shall have no further right, title, or interest under this contract; and the right of use of water as herein made, shall be disposed of at the discretion of the Board of Directors of Northern Water. Any proceeds from any sale of the right of use to another allottee shall be paid to Applicant over and above Northern Water's actual expense in terminating and disposing of the contract right of use.

5. This right of use shall be perpetual on an annually renewable basis. If the annual payment is made as provided in this application, the right of use shall be automatically renewed another water year without any further notice of Northern Water; if the annual payment is not timely made, as provided above, the right of use shall terminate.

6. Applicant agrees that the water allocation shall be beneficially used for the purposes and in the manner specified herein, and that this right of use is made for the exclusive benefit of the Applicant and shall not inure to the benefit of any successors or assigns of said Applicant without prior specific approval of the Board of Directors of Northern Water.

7. Applicant agrees to be bound by the provisions of the Water Conservancy Act of Colorado; the rules, regulations and policies of the Board of Directors of Northern Water as they now exist or as they exist in the future; and by the Repayment Contract of July 5, 1938, between Northern Water and the United States and all amendments thereof and supplements thereto.

8. Applicant agrees, as a condition of this contract, to enter into an "Operating Agreement" with Northern Water if and when the Board of Northern Water finds and determines that such an agreement is required by reason of additional or special services requested by the Applicant and provided by Northern Water. Said agreement may contain, but not be limited to, provision for water delivery at times or by means not provided within the terms of standard contracts of Northern Water; additional annual monetary consideration for extension of Northern Water delivery services and for additional administration, operation and maintenance costs; or for other costs to Northern Water which may arise through provision of services to the Applicant.

9. Acquisition of this annually renewable perpetual right of use water contract for the Colorado-Big Thompson Project water from Northern Water and the right to the beneficial use of water thereunder by the Applicant is necessary; the continued acquisition and use of this water supply is essential for the well-being of the community and for the preservation of the public peace, health, and safety; and the adequate protection of the health of the inhabitants of the community.

10. The governing body of Applicant has duly approved this Application in accordance with all legally required procedures.

Signed this ________ day of __________________, A.D.,_____.

________TOWN OF FIRESTONE______

By___________________________________

ATTEST:

____

(SEAL)

ORDER ON APPLICATION

Application having been made by or on behalf of all parties interested in this allocation of the right to use Colorado-Big Thompson Project water and after a Hearing by the Board, it is hereby ORDERED that the above application be granted and an allotment contract for 43 acre-feet of water is hereby made to the Town of Firestone, a Colorado municipal corporation, for the beneficial uses set forth in said application upon the terms, conditions, and manner of payment as therein specified.

NORTHERN COLORADO WATER
CONSERVANCY DISTRICT

By__________________________________
President

I hereby certify that the above Order was entered by the Directors of Northern Colorado Water Conservancy District on the _______ day of _________________________, A.D., ______.

ATTEST:______________________________
Secretary

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 10.d. **Discussion/Action** **Meeting Date:** March 27, 2019 **Initiated By:** Jennifer Weinberger **Dept:** Administration

AGENDA TITLE

Resolution 19-19: A RESOLUTION AUTHORIZING AND APPROVING TOWN'S PARTICIPATION IN THE METRO MORTGAGE ASSISTANCE PLUS PROGRAM, AND AUTHORIZING THE EXECUTION FOR THE DELEGATION AND PARTICIPATION AGREEMENT AND OTHER DOCUMENTS IN CONNECTION THEREWITH

SUMMARY

This is a program administrated by the Department of Finance and the Capital Planning and Program Division of the City of Denver and participating jurisdictions. The Metro Mortgage Assistance Plus Program, is a special grant program for low and moderate income individuals and families. This is an incentive for people applying and qualifying for a home mortgage. If the home buyer is purchasing within our Town limits, and meet all of the program requirements outlined by their approved lender, they can then apply for assistance through this program. The funding comes from the City of Denver, and does not require repayment by the home buyer.

The program name was updated from the 2014 agreement with the Town, and new documents were sent from the City of Denver for the Board's consideration.

HISTORY AND PREVIOUS BOARD ACTION

The Town participated in this program in 2014, and was voted on and approved on May 28th, 2014.

RECOMMENDATION

Staff recommends approval of Resolution 19-19, a Resolution Authorizing and Approving the Town's Participation in the Metro Mortgage Assistance Plus Program, and Authorizing the Execution for the Delegation and Participation Agreement and Other Documents in Connection Therewith.

ALTERNATIVES

The Board can decline the agreement and give staff further direction

ATTACHMENTS

1. Reso 19-19 - Denver MMA 2018 Town Participation
2. 8e - Denver MMA- Form Town Delegation and Participation Agreement
3. 8e - Downpayment Assistance Program- SAFEHOUSE Commitee 121918

FINANCIAL CONSIDERATIONS

There are no financial contributions or considerations for the Town of Firestone.

RESOLUTION 19-19

A RESOLUTION

AUTHORIZING AND APPROVING TOWN'S PARTICIPATION IN THE METRO MORTGAGE ASSISTANCE PLUS PROGRAM, AND AUTHORIZING THE EXECUTION OF THE DELEGATION AND PARTICIPATION AGREEMENT AND OTHER DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the State of Colorado (the "State") Constitution Article XIV, Section 18(2)(a) provides that nothing in the Constitution shall prohibit any of the State's political subdivisions from cooperating with one another to provide any service lawfully authorized to each of the cooperating units; and

WHEREAS, the City and County of Denver, Colorado ("Denver") is authorized pursuant to its Home Rule Charter to promote the financing of mortgage loans for low- and moderate-income persons or families intended for use as the sole place of residence by the owners or intended occupants thereof; and

WHEREAS, Denver sponsors the Metro Mortgage Assistance Plus Program to provide competitive mortgage loans which will be coupled with down payment and closing cost assistance in connection with financing mortgage loans for low- and moderate- income persons or families intended for use as the sole place of residence by the owners or intended occupants thereof (the "Program"); and

WHEREAS, Denver has invited the Town of Firestone (the "Town") to participate in the Program; and

WHEREAS, the Town has the full legal authority to participate in the Program pursuant to its Municipal Code and the general powers granted to it in Title 29, Article 1, Section 203 of the Colorado Revised Statutes, as amended; and Title 31, Article 15, Section 101 *et seq.*, Colorado Revised Statutes, as amended (collectively, the "Act"); and

WHEREAS, the Town desires to delegate to Denver the authority of the Town to take action and exercise power under the Act on behalf of the Town with respect to the Program within the Town's boundaries;

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

Section 1. In order to benefit the residents of the Town, the Firestone Town Board authorizes and approves its participation in the Program in connection with the financing of mortgage loans for low–and moderate–income families or persons intended for use as the sole place of residence by the owners or intended occupants thereof, and the Town delegates to Denver the authority of the Town to take action and exercise power under the Act on behalf of the Town with respect to the Program.

Section 2. The Mayor of the Town is hereby authorized and directed to execute and deliver and the Town Clerk is hereby authorized and directed to attest and deliver the Delegation and Participation Agreement attached hereto as Appendix A and such other agreements and certificates and to take such other actions as may be necessary or convenient to carry out and give effect to the Town's participation in the Program.

Section 3. Nothing contained in this Resolution or the Assignment shall constitute a debt, indebtedness or multiple-fiscal year direct or indirect debt or other financial obligation of the Town within the meaning of the Constitution or statutes of the State of Colorado of any political subdivision thereof, nor give rise to a pecuniary liability of the Town or a charge against its general credit or taxing powers.

Section 4. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. This Resolution shall be in full force and effect upon its passage and approval.

Adopted this 27th day of March, 2019.

TOWN OF FIRESTONE, COLORADO

____
Bobbi Sindelar, Mayor

ATTEST:

____
Leah Vanarsdall, Town Clerk

DELEGATION AND PARTICIPATION AGREEMENT

This DELEGATION AND PARTICIPATION AGREEMENT, dated as of March 27, 2019 (this "Delegation and Participation Agreement"), is by and between the TOWN OF FIRESTONE, a town and political subdivision duly organized and existing under the laws and Constitution of the State of Colorado ("FIRESTONE") and the CITY AND COUNTY OF DENVER, COLORADO, a legally and regularly created, established, organized and existing home rule charter city and political subdivision under the Constitution and statutes of the State of Colorado ("Denver");

R E C I T A L S:

WHEREAS, the State of Colorado (the "State") Constitution Article XIV, Section 18(2)(a) provides that nothing in the Constitution shall prohibit any of the State's political subdivisions from cooperating with one another to provide any service lawfully authorized to each of the cooperating units; and

WHEREAS, Denver is authorized pursuant to its Home Rule Charter to promote the financing of mortgage loans for low- and moderate- income persons or families intended for use as the sole place of residence by the owners or intended occupants and to promote the public health, welfare, safety, convenience and prosperity of the people of Denver; and

WHEREAS, Denver sponsors the Metro Mortgage Assistance Plus Program to provide competitive mortgage loans which will be coupled with down payment and closing cost assistance in connection with financing mortgage loans for low- and moderate- income persons or families intended for use as the sole place of residence by the owners or intended occupants thereof (the "Program"); and

WHEREAS, Denver has invited FIRESTONE to participate in the Program; and

WHEREAS, FIRESTONE has the full legal authority to participate in the Program pursuant to [the general powers granted to it in Title 29, Article 1, Section 203 of the Colorado Revised Statutes, as amended; Title 31, Article 15, Section 101 *et seq.*, Colorado Revised Statutes, as amended; and the Resolution adopted by FIRESTONE Board of Trustees authorizing FIRESTONE's participation in the Program] pursuant to this Delegation and Participation Agreement (collectively the "Act"); and

WHEREAS, FIRESTONE desires to delegate to Denver the authority of FIRESTONE to take action and exercise power under the Act on behalf of FIRESTONE with respect to the Program within FIRESTONE's unincorporated boundaries;

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, FIRESTONE and Denver hereby agree as follows:

Section 1. FIRESTONE hereby delegates to Denver the authority of FIRESTONE to take action and exercise power under the Act on behalf of FIRESTONE with respect to the Program within FIRESTONE's boundaries.

Section 2. Denver hereby accepts the delegation of authority from FIRESTONE pursuant to Section 1 hereof and agrees to abide by each of the terms and conditions of this Delegation and Participation Agreement in connection with the use of such delegation. Denver agrees to make the Program available to FIRESTONE for the origination of home mortgages within FIRESTONE's unincorporated boundaries.

Section 3. In the event that the Program is discontinued by Denver, this Delegation and Participation Agreement, and all duties, obligations and rights of Denver and FIRESTONE hereunder, shall terminate. If the Program is terminated, FIRESTONE agrees to hold Denver harmless for any costs or any other liabilities incurred by FIRESTONE with respect to the adoption and approval of this Delegation and Participation Agreement or any other FIRESTONE actions related thereto.

Section 4. FIRESTONE's participation in the Program pursuant to this Delegation and Participation Agreement shall not be construed as creating or constituting a general obligation or multiple fiscal year direct or indirect indebtedness or other financial obligation whatsoever of FIRESTONE nor a mandatory payment obligation of FIRESTONE in any fiscal year during which this Delegation and Participation Agreement shall be in effect.

[Signatures on the following pages]

IN WITNESS WHEREOF, FIRESTONE and Denver have caused this Delegation and Participation Agreement to be executed and be effective as of March 27, 2019.

TOWN OF FIRESTONE, COLORADO

[SEAL]

By ___________________________________
Bobbi Sindelar, Mayor
____

Attest:

By ________________________________
Leah Vanarsdall, Town Clerk _____________________________
____

CITY AND COUNTY OF DENVER, COLORADO

By ___________________________________
Chief Financial Officer

[Signature Page to Delegation and Participation Agreement]

Down Payment Assistance Program

Department of Finance
Capital Planning and Programming Division

City Council Requested Action

Bill #s: 18-1501 & 18-1502

Action and Recommendation:

18-1501: Approve project cost center change.

18-1502: Authorize and approve program documents to update the down payment assistance program.

Existing MMA+ Program Review

- Program started spring 2013
- 28 metro area cities and counties participate in program
- 4% down payment assistance ("DPA") grant available to people seeking to purchase a home.
- Buyers must meet standard loan qualifications (max. debt to income ratio, min FICO scores,) and participate in a homebuyer education course
- Maximum qualifying income $125,860
- ~80 partner originating lenders

- Through end of Nov. 2018:
  - 1,450 Households helped
  - ~$320 Million in mortgages originated
  - ~$12.8 Million in down payment assistance provided

Program Update

- City issued an RFQ to identify qualified program partners to refresh the down payment assistance program.

- The City sought responses exhibiting:
  - Innovations
  - Efficiencies
  - Enhancements
  - Strong borrower focus

- George K. Baum was selected based on:
  - Focus on providing lowest mortgage rate to borrower
  - Desire and plan to expand existing program
  - Knowledge of local market

DENVER
THE MILE HIGH CITY

Program Update

Using a two phased approach to update the DPA program

- **Phase 1- Implement Changes & Efficiencies**
  - Change DPA from grant to a 0% interest forgivable 2nd mortgage
  - Provision of a cash subsidy by Freddie Mac, $1,500 for borrowers up to 80% AMI, $2,500 for borrowers up to 50% AMI
  - Update program documentation including agreements between partners

- **Phase 2- Additional Program Changes**
  - Increase lender base (regional banks and credit unions)
  - Evaluate potential for additional subsidy support from City for Denver loans and from other partners in their jurisdictions.

Updated Program Details

- 3%, 4%, & 5% down payment assistance provided
- 0% interest 2nd mortgage loan is forgivable after 3 years
  - 2nd loan is repaid on pro rata basis if home is sold or refinanced
- Home purchases only and no refinances
- No maximum purchase price

Home Buyer Requirements:

- No first-time homebuyer requirement
- ***Maximum*** qualifying income of $134,850 (150% of Denver AMI)
- Minimum 640 FICO credit score
- Homebuyer education required from HUD approved agencies

Numerical Example of Using DPA

DENVER
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Comparison of 1st Year Housing Costs Utilizing the City's DPA Program:

- $300,000 Purchase Price
- 3.5% Down Payment Requirement
- 30 Year Mortgage

Housing Cost Comparison after 1st Year*				
Housing Cost Type	**Using City DPA Program**		**Not Using City DPA Program**	
	Applicable %	**$ Amount Equivalent**	**Applicable %**	**$ Amount Equivalent**
Down Payment	3.5%	$10,500	3.5%	$10,500
Estimated Closing Costs	1%	$2,895	1%	$2,895
MMA+ Down Payment Assistance	4%	($11,580)	0%	$0
1st Year of Mortgage Payments (Principal and Interest)	@ 6.125% Interest Rate	$21,108	@ 5.125% Interest Rate	$18,915
Total 1st Year of Housing Costs	**$22,923**		**$32,310**	

All else equal

1st Year of Housing Cost Savings from Utilizing the MMA+ DPA Program:	**$9,387**

City Council Schedule

DENVER THE MILE HIGH CITY

Schedule:

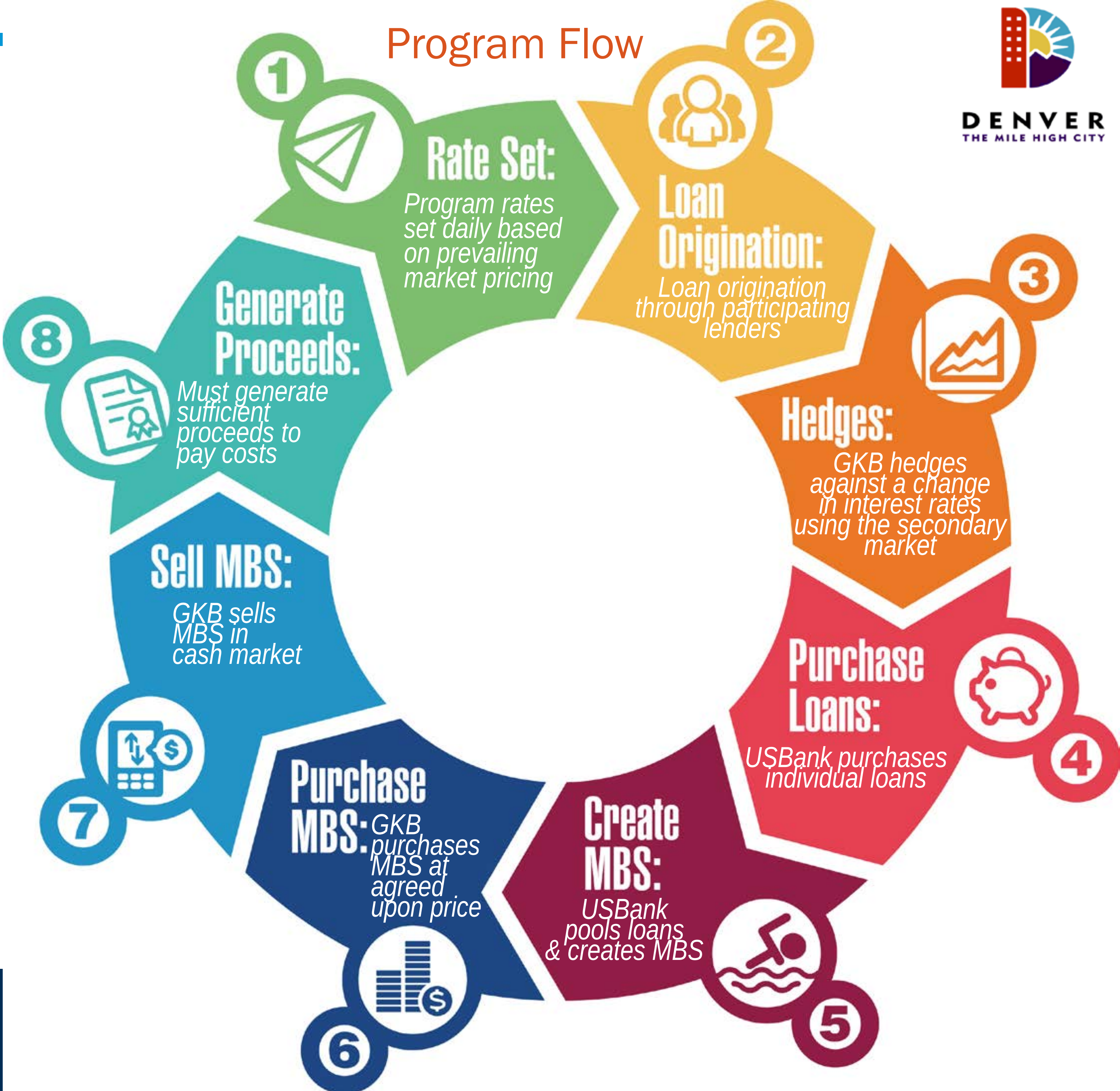
Dec. 19th	-	SAFEHOUSE Committee Presentation
Dec. 25th	-	Mayor Council Canceled, proceed on consent
Jan. 7th	-	1st Reading
Jan. 14th	-	2nd Reading
Jan. 18th	-	Ordinance Effective

APPENDIX

Program Flow

TUTORIAL:

1. *Program rates* set daily based on prevailing pricing in the market. Rates & guidelines posted on eHousingplus website.
2. *Loan origination* through participating lenders. Borrowers use approved lenders.
3. GKB *hedges* against a change in interest rates using the secondary market
4. Master Servicer (USBank) *purchases loans*
5. Master Servicer pools loans & *creates MBS*
6. GKB *purchases MBS* at agreed upon price, CSG monitors the program
7. GKB *sells MBS* in cash market
8. Must *generate* sufficient *proceeds* to pay costs



DENVER THE MILE HIGH CITY

Program Partners

- **Sponsor - City and County of Denver**
- **Purchaser – George K. Baum and Company**
- **Bond Counsel – Kutak Rock, LLP**
- **Financial Advisor – CSG Advisors**
- **Program Administrator – eHousing**
- **Servicer & Custodial Agent– USBank**
- **Local Lenders**
- **Mayor's Caucus Municipalities**

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM#:** 10.e. **Discussion/Action** **Meeting Date:** March 27, 2019 **Initiated By:** Julie Pasillas **Dept:** Community Resources

AGENDA TITLE

Resolution 19-21: A RESOLUTION APPROVING A GENERAL CONTRACT FOR GOODS AND/OR SERVICES WITH CARBON VALLEY TREE AND LANDSCAPE IN CONNECTION WITH TREE TRIMMING AND REMOVAL SERVICES.

SUMMARY

Resolution 19-21 and a General Contract for Good and/or Services between the Town of Firestone and Carbon Valley Tree and Landscape is proposing tree trimming and removal services on the Firestone Trail at the N.E. corner of Colorado Blvd. and Pine Cone Ave.

HISTORY AND PREVIOUS BOARD ACTION

Staff presented a list of Park maintenance items to the Board of Trustees at the February 20, 2019 work session. During this presentation, the Firestone Trail at the N.E. corner of Colorado Blvd. and Pine Cone Ave was identified as an area that tree trimming and removal was needed. The Parks Foreman has since received three quotes for tree trimming and removal services. Carbon Valley Tree and Landscape was selected.

RECOMMENDATION

Staff recommends that the Board approve Resolution 19-21 a resolution approving general contract goods and/or services for tree trimming and removal services.

ALTERNATIVES

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

ATTACHMENTS

1. RESOLUTION 19-21 A RESOLUTION APPROVING A GENERAL CONTRACT FOR GOODS ANDOR SERVICES WITH CARBON VALLEY TREE AND LANDSCAPE IN CONNECTION WITH TREE TRIM
2. Goods Services Short Form Contract-Carbon Valley Tree and Landscape

FINANCIAL CONSIDERATIONS

The contract includes an amount not to exceed $3,500.00 for tree trimming and removal services. Service will be funded out of the 2019 Parks budget.

RESOLUTION 19-21

A RESOLUTION APPROVING A GENERAL CONTRACT FOR GOODS AND/OR SERVICES WITH CARBON VALLEY TREE AND LANDSCAPE IN CONNECTION WITH TREE TRIMMING AND REMOVAL SERVICES.

WHEREAS, the Town of Firestone ("Town") desires to engage Carbon Valley Tree and Landscape ("Contractor") for the purpose of providing tree trimming and removal service on the Firestone Trail at the N.E. corner of Colorado Blvd. and Pine Cone Ave. (“Services”); and

WHEREAS, the Contractor represents that it has the special expertise, qualifications, and background necessary to complete the Services; and

WHEREAS, there has been proposed a contract between the Town and the Contractor for the Services ("Contract"); and

WHEREAS, the Town Board of Trustees finds that the Contract is in the best interest of the Town and its citizens and desires to authorize its execution.

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

1. The proposed Contract between the Town of Firestone and Carbon Valley Tree and Landscape for contractor services in connection with the tree trimming and removal services is hereby approved in essentially the same form as the copy of such Contract accompanying this Resolution.

2. The Mayor authorizes the Director of Community Resources as the designated staff to execute the Contract, and the Mayor is hereby granting the authority to the designee to negotiate and approve such revisions to said Contract as the Director of Community Resources determines are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Contract are not altered.

INTRODUCED, READ AND ADOPTED this 27th day of March, 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 ______th day of __________, 2019, between the Town of Firestone, a Colorado statutory municipality, hereinafter referred to as "FIRESTONE," and Carbon Valley Tree and Landscape, 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 May 31, 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 $3,500.00.

☐ ______ 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:	CONTRACTOR:
Town of Firestone	______________________
151 Grant Avenue./P.O. Box 100	______________________
Firestone, CO 80520	______________________
Attn: Julie Pasillas	Attn:__________________
Telephone:303-531-6258	Telephone:______________
Facsimile:303-833-4863	Facsimile:______________
E-mail: jpasillas@firestoneco.gov	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:____________________________

Title:_____________________________

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
Carbon Valley Tree and Landscape)

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM#:** 10.f. **Discussion/Action** **Meeting Date:** March 27, 2019 **Initiated By:** Julie Pasillas **Dept:** Community Resources

AGENDA TITLE

Resolution 19-23: A RESOLUTION APPROVING PURCHASING OF EQUIPMENT FOR THE COMMUNITY RESOURCES DEPARTMENT

SUMMARY

Resolution 19-23 is for the purchase of a Truax "FlexII" Drill Seeder, that will be used for the native grass conversion project at Settlers Park and Mountain Shadows Park.

HISTORY AND PREVIOUS BOARD ACTION

Staff presented an update to the Board of Trustees on the native grass conversion at the Special Board meeting held on September 5, 2018. During this meeting, staff discussed seed application methods. Hydro seeding was the preferred method, due to the visual effect of the area remaining green. Following that meeting, staff reached out to contractors for costs estimates that were included in the 2019 Budget. The budgeted estimate for hydro seeding was $16,500.00 for both park locations. In January, staff met with Pawnee Buttes Seed Inc., Arkansas Valley Seed Inc., and Buffalo Brand Seed to get information on seed blends and best application process. None of the three companies recommended hydro seeding application for native seed species. Their recommendation was drill seeding and recommended the Truax Drill Seeder.

RECOMMENDATION

Staff recommends that the Board approve Resolution 19-23 a resolution approving the purchase of a Truax "FlexII" Drill Seeder.

ALTERNATIVES

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

ATTACHMENTS

1. Resolution 19-23 CRD Purchase Drill Seeder

FINANCIAL CONSIDERATIONS

The resolution includes an amount not to exceed $20,000.00. The drill seeder purchase will be funded out of the 2019 Parks budget for the native grass conversion.

RESOLUTION NO. 19-23

A RESOLUTION APPROVING PURCHASING OF EQUIPMENT FOR THE COMMUNITY RESOURCES DEPARTMENT

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

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

WHEREAS, CRD will purchase the equipment identified below for an amount not to exceed $20,000.00; and

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

- Truax "FlexII" Drill Seeder $20,000.00

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

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

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

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

TOWN OF FIRESTONE, COLORADO

____
Bobbi Sindelar, Mayor

ATTEST:

____
Leah Vanarsdall, Town Clerk