



BOARD OF TRUSTEES
REGULAR MEETING AGENDA

September 25, 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 September 11, 2019 BOT Regular Meeting Minutes
6. **Presentation**
 - 6.a. 2020 Legislative Session Overview
7. **Public Hearing**
 - 7.a. **Ordinance 958** - AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTION 16.12.8 AND EXHIBIT C OF THE TOWN OF FIRESTONE DEVELOPMENT REGULATIONS AND SECTION 17.16.070 OF THE MUNICIPAL CODE PERTAINING TO LANDSCAPING OF SINGLE FAMILY RESIDENTIAL LOTS
8. **Discussion/Action**
 - 8.a. Appointment to the Cultural Committee
 - 8.b. **Ordinance 959**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND REENACTING CHAPTER 5.08 OF THE FIRESTONE MUNICIPAL CODE REGARDING ALCOHOLIC BEVERAGES

* 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.c. **Resolution 19-87**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE RAILS, LLC FOR A POTABLE WATERLINE EASEMENT
- 8.d. **Resolution 19-88**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING VEHICLE AND EQUIPMENT PURCHASES FOR THE TOWNS COMMUNITY RESOURCES AND PUBLIC WORKS DEPARTMENTS
- 8.e. **Resolution 19-89**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN AND FIRESTONE AND ABS CONCRETE INC FOR CONCRETE REMOVAL AND REPLACEMENT SERVICES
- 8.f. **Resolution 19-90**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CHANGE ORDER REGARDING THE TOWN OF FIRESTONE AND PLM ASPHALT AND CONCRETE LLC'S AGREEMENT REGARDING THE WOOSTER AVENUE STREET REPLACEMENT PROJECT

9. Liquor License Authority

- 9.a. **Resolution 19-01**: A RESOLUTION OF THE TOWN OF FIRESTONE, COLORADO, LOCAL LICENSING AUTHORITY ADOPTING AN APPLICATION RENEWAL AND LICENSING FEE SCHEDULE AND ESTABLISHING THE NEIGHBORHOOD.

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

11. Reports and Committees

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

12. Adjournment

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Each individual will be provided an opportunity to speak (limited to three minutes) during Public Comment. Maximum time permitted for all Public Comment is 30 minutes.

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Clerk's Office at 303-833-3291 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.a.

Consent Agenda

Meeting Date: September 25, 2019

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Approval of September 11, 2019 BOT Regular Meeting Minutes

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

1. 091119 BOT Reg Mtg Minutes

FINANCIAL CONSIDERATIONS

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
September 11, 2019

1. Call to Order & Roll Call

The of the Town of Firestone met for a Regular Meeting on September 11, 2019, at the Town Hall, 151 rant Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 07:01 PM

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 - absent-excused
Frank A. Jimenez
Doug Sharp

Staff: **Present:** Jan Sloat, Director of Human Resources; Dave Lindsay, Engineer; Todd Bjerkaas, Director of Planning; Marty Ostholhoff, Planning Manager; Paula Mehle, Director of FURA & Economic Development; Raelynn Ferrera, Special Projects & Facilities Division Manager; Katie Hansen, Director of Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Community Resources; David Montgomery, Chief of Police; Leah Vanarsdall, Town Clerk; AJ Krieger, Town Manager; & William Hayashi, Town Attorney

2. Pledge of Allegiance

A MOMENT OF SILENCE was held for September 11, 2001; Pledge was led by Mayor Sindelar

3. Approval of Agenda

Motion by Trustee Jimenez, **second** by Trustee Conyac, to approve the Agenda and amend Item 5b - Resolution 19-86 to state Board of Trustees in lieu of Firestone Finance Authority. Corrected copies of the Resolution were presented to the Board and Town Attorney.

Roll Call Vote:

Yes: Mayor Pro-tem Peterson, Trustee Jimenez, Trustee Conyac, Trustee Heath, Trustee Sharp

Motion carried.

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

None

5. Consent Agenda

Motion by Trustee Conyac, **second** by Mayor Pro-tem Peterson, to approve the Consent Agenda

Roll Call Vote:

Yes: Trustee Heath, Trustee Sharp, Trustee Conyac, Mayor Pro-tem Peterson, Trustee Jimenez

Motion carried

5.a. Approval of August 28, 2019 BOT Regular Meeting Minutes

5.b. **Resolution 19-86:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING A TEMPORARY CONSTRUCTION EASEMENT WITH KAYLA AND CHRISTOPHER HABEGGER PERTAINING TO THE WOOSTER AVENUE WATER LINE REPLACEMENT PROJECT

6. Proclamation

Connie Masson of Daughters of the American Revolution accepted the signed Proclamation

6.a. CARBON VALLEY CHAPTER OF THE NATIONAL SOCIETY DAUGHTERS OF THE AMERICAN REVOLUTION

7. Public Hearing

7.a. **Resolution 19-79:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE SERVICE PLAN FOR THE SKYVIEW MEADOWS METROPOLITAN DISTRICT

Open: 7:51 pm Closed: 7:57 pm

Moved to Item 7b

Joan Fritsche, Attorney

Motion by Trustee Conyac, **second** by Mayor Pro-tem Peterson, to approve **Resolution 19-79:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE SERVICE PLAN FOR THE SKYVIEW MEADOWS METROPOLITAN DISTRICT

Roll Call Vote:

Yes: Mayor Pro-tem Peterson, Trustee Sharp, Trustee Conyac, Trustee Heath, Trustee Jimenez

Motion carried.

7.b. **Resolution 19-84:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE CONSOLIDATED SERVICE PLAN FOR THE HOMESTEAD RANCH METROPOLITAN DISTRICT NOS. 1-4

Open: 7:12 pm Closed: 7:48 pm

Moved to Item 7a

Mr. O'leary, Attorney at Law

Motion by Mayor Pro-tem Peterson, **second** by Trustee Sharp, to approve **Resolution 19-84:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE CONSOLIDATED SERVICE PLAN FOR THE HOMESTEAD RANCH METROPOLITAN DISTRICT NOS. 1-4

Roll Call Vote:

Yes: Mayor Pro-tem Peterson, Trustee Jimenez, Trustee, Heath, Trustee Conyac, Trustee Sharp

Motion carried.

8. Discussion/Action

8.a. Resolution 19-82: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY RESOLUTION 11-30 REGARDING THE OVERALL FINAL DEVELOPMENT PLAN, PRELIMINARY PLAT, PRELIMINARY DEVELOPMENT PLAN AND FINAL PLAT FOR THE TURNER COMMONS ANNEXATION

Motion by Trustee Conyac, **second** by Mayor Pro-tem Peterson, to approve **Resolution 19-82:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY RESOLUTION 11-30 REGARDING THE OVERALL FINAL DEVELOPMENT PLAN, PRELIMINARY PLAT, PRELIMINARY DEVELOPMENT PLAN AND FINAL PLAT FOR THE TURNER COMMONS ANNEXATION; adopt **Ordinance 956:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO, REPEALING IN ITS ENTIRETY ORDINANCE 789 REGARDING THE TURNER COMMONS VESTED RIGHTS AGREEMENT; approve **Resolution 19-83:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY RESOLUTION 11-31, AND THEREBY TERMINATING THE IMPROVEMENTS REIMBURSEMENT AGREEMENT (TURNER COMMONS ANNEXATION) BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE PARTNERS, LLC; & adopt **Ordinance 957:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY SECTION 3.08.200 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE TURNER COMMONS ANNEXATION IMPROVEMENTS AGREEMENT.

Roll Call Vote:

Yes: Mayor Pro-tem Peterson, Trustee Jimenez, Trustee Conyac, Trustee Heath, Trustee Sharp

Motion carried.

8.b. Ordinance 956: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO, REPEALING IN ITS ENTIRETY ORDINANCE 789 REGARDING THE TURNER COMMONS VESTED RIGHTS AGREEMENT

8.c. Resolution 19-83: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY RESOLUTION 11-31, AND THEREBY TERMINATING THE IMPROVEMENTS REIMBURSEMENT AGREEMENT (TURNER COMMONS ANNEXATION) BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE PARTNERS, LLC

8.d. Ordinance 957: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY SECTION 3.08.200 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE TURNER COMMONS ANNEXATION IMPROVEMENTS AGREEMENT

- 8.e. **Resolution 19-85**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, SUPPORTING PASSAGE OF BALLOT ISSUE 6A CALLING FOR A TAX INCREASE FOR THE FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT

Motion by Trustee Conyac, **second** by Trustee Sharp, to approve **Resolution 19-85**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, SUPPORTING PASSAGE OF BALLOT ISSUE 6A CALLING FOR A TAX INCREASE FOR THE FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT

Roll Call Vote:

Yes: Mayor Pro-tem Peterson, Trustee Jimenez, Trustee Conyac, Trustee Heath, Trustee Sharp

Motion carried

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

None

10. **Reports**

10.a. Staff

10.b. Mayor

10.c. Trustees

11. **Executive Session**

11.a. An **Executive Session** pursuant to C.R.S. 24-6-402(4)(f)(I), for a personnel matter regarding evaluation of the Town Clerk

Motion by Trustee Jimenez, **second** by Mayor Pro-tem Peterson to adjourn into Executive Session pursuant to C.R.S. 24-6-402(4)(f)(I), for a personnel matter regarding evaluation of the Town Clerk

Roll Call Vote:

Yes: Trustee Jimenez, Mayor Pro-tem Peterson, Trustee Sharp, Trustee Conyac, Trustee Heath

Open: 8:49 pm Closed: 9:37 pm

Staff to be present: Leah Vanarsdall, Town Clerk & AJ Krieger, Town Manager

12. **Adjournment**

Motion by Trustee Jimenez, **second** by Mayor Pro-tem Peterson, Motion to Adjourn All in Favor, **Motion carried.**

Introduced and Approved the 25th day of September, 2019

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

2020 LEGISLATIVE SESSION OVERVIEW
TOWN OF FIRESTONE
WEDNESDAY, SEPTEMBER 25, 2019

A. General Political Overview.

- 1. The Anticipated Political Climate of 2020 Colorado General Assembly:**
 - 2020 is a Presidential and U.S. Senate election year;
 - Minority have used filibusters and recalls; will there be a new strategy?
 - “Overreach” versus “More to be done”; putting legislators “on record”.
- 2. November 2019 TABOR Year Election:**
 - Referendum CC, state-wide, de brucing (monies to be used for K-12 and higher education as well as for transportation); and
 - Referendum DD, Sports Betting (with a tax on to help fund water projects).

B. Projected 2020 Major Public Policy Issues.

- 1. Pre-Kindergarten for Four Year Olds.**
- 2. Education and Transportation Funding.**
- 3. Childhood Immunization.**
- 4. Rent Stabilization and Affordable Housing.**
- 5. Mental Health, including School Safety.**

C. Major Firestone Issues.

- 1. Sales Tax Reform:**
 - Attended Interim Sales Tax Simplification Committee meetings
 - Making sure an address location system will be GIS based, not by zip code
- 2. Prohibition of Encryption of Emergency Dispatch Communications:**
 - Opposition to New City and County of Denver policy
- 3. Regulation of Oil and Gas:**
 - Statutory changes due to SB 19-181
- 4. FAMLI Leave:**
 - Interim study committee, but with no local government representation
- 5. Municipal Court Reform:**
 - Outstanding warrants

D. 2020 Firestone Day at the Legislature.

E. Board Comments.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.a.

Public Hearing

Meeting Date: September 25, 2019

Initiated By:

Dept: Planning & Development

AGENDA TITLE

Ordinance 958 - AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTION 16.12.8 AND EXHIBIT C OF THE TOWN OF FIRESTONE DEVELOPMENT REGULATIONS AND SECTION 17.16.070 OF THE MUNICIPAL CODE PERTAINING TO LANDSCAPING OF SINGLE FAMILY RESIDENTIAL LOTS

SUMMARY

In June of 2019, the Board of Trustees requested staff to investigate the use of artificial turf as an allowed landscape material. The key points for staff to address included:

- Setting a high bar with quality standards
- Being conservative with the permitted location of the material
- Including standards that addressed maintenance over time.

During the preparation of this ordinance, staff:

- Researched the product
- Reviewed a sample of existing ordinances, from communities in Colorado as well as other states
- Contacted nearby communities that allow artificial turf on residential properties
- Discussed product issues and material considerations with industry professionals.

Key aspects of the ordinance include:

- Limitation of use to side and rear yards of single-family residential properties
 - o Up to 75% of side and rear yards may contain artificial turf material
- Parameters on the types and style of materials to ensure the artificial turf mimics the appearance of natural grass
- Parameters on installation to ensure proper drainage
- Parameters on maintenance to ensure proper care.

The specific requirements of the artificial turf location, material, installation and maintenance can be found in the ordinance included in the packet materials (7b – Ordinance 958).

The ordinance also includes a definition of artificial turf and amends the definition of landscaping to include the limited use of artificial turf.

While preparing modifications of the Development Regulations and the Municipal Code to allow for the use of artificial turf, staff also modified regulation and code sections that required bluegrass turf to be the major landscape material installed on single-family residential properties. There currently is also a discrepancy between the regulations and the code language in regard to required tree caliper. The proposal is to adjust the code language to match that of the Development Regulations.

Due to these recommended modifications to the Development Regulations and Municipal Code, adjustments were made to overall numbering and ordering of the regulation and code language. A red-lined version of the modified code sections is included in the attachments (7c – Development Regulations & Code – Proposed Changes).

HISTORY AND PREVIOUS BOARD ACTION

At its September 19, 2019 Regular Meeting, the Planning and Zoning Commission forwarded to the Town Board of Trustees a recommendation of approval of Ordinance 958 with the additional recommendation to consider the addition of a licensing and/or permitting system for artificial turf installation.

RECOMMENDATION

At its September 19, 2019 Regular Meeting, the Planning and Zoning Commission forwarded a recommendation of approval of Ordinance 958.

ALTERNATIVES

ATTACHMENTS

1. 7a - Dev Code Publication Notice of Hearings
2. 7b - Ordinance 958
3. 7c - Development Regulations & Code - Proposed Changes
4. 7d - PC-19-13 Resolution

FINANCIAL CONSIDERATIONS

n/a

TOWN OF FIRESTONE, COLORADO
NOTICE OF PUBLIC HEARING

Notice is hereby given that the Town of Firestone Planning and Zoning Commission will hold a Public Hearing commencing at 7:00 p.m., Thursday, September 19, 2019 at the Firestone Town Hall, 151 Grant Avenue, Firestone, Colorado 80520. The purpose of the Public Hearing is to consider amendments to the Town of Firestone Development Regulations.

Further Notice is hereby given that the Board of Trustees of the Town of Firestone will hold a Public Hearing commencing at 7:00 p.m., Wednesday, September 25, 2019 at the Firestone Town Hall, 151 Grant Avenue, Firestone, Colorado 80520. The purpose of the Public Hearing is to consider amendments to the Town of Firestone Development Regulations.

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

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

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

TOWN OF FIRESTONE, COLORADO
Leah Vanarsdall
Town Clerk

Please publish in the Times-Call on Tuesday, September 3, 2019.

Please send the affidavit of publication and billing to:

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

ORDINANCE NO. 958

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTION 16.12.8 AND EXHIBIT C OF THE TOWN OF FIRESTONE DEVELOPMENT REGULATIONS AND SECTION 17.16.070 OF THE FIRESTONE MUNICIPAL CODE PERTAINING TO LANDSCAPING OF SINGLE-FAMILY RESIDENTIAL LOTS

WHEREAS, water is increasingly becoming a rare commodity in the region; and

WHEREAS, the Town of Firestone periodically experiences episodes of drought; and

WHEREAS, the proposed amendment to the Town's landscaping requirements will allow residents to conserve water; and

WHEREAS, the Town Board of Trustees has determined that the appearance and maintenance of front yard landscaping remains a matter of public interest and concern; and

WHEREAS, the Town acknowledges that private restrictions and covenants may apply in addition to Town standards in regard to the individual use of artificial turf; and

WHEREAS, the Town finds that these proposed Code amendments are necessary to promote the public health, safety, and welfare of the community.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AS FOLLOWS:¹

Section 1. Section 16.12.8, Single Family Residential Landscape Standards, of the Firestone Development Regulations is hereby amended, to read as follows:

16.12.8 Single Family Residential Landscape Standards

The following are specific landscaping standards for single-family residential development.

A. ~~Shrubs and ground cover plantings shall comprise no less than ten percent of the landscaped area of the front yard. This requirement may be waived or reduced by the Town Board if it determines that such a requirement would be inappropriate because of the size of the lots, for potable water conservation reasons, or as shown on an approved FDP.~~ For any new subdivision filing, as developed, seventy-five (75) percent of the front yard, excluding driveways, walkways, porches and patios, shall consist of living plant material such as trees, shrubs, vines, ground cover, flowers or grass. Such landscaping materials must be installed prior to the Town issuing a certificate of occupancy. If seed is used, then the seed must be significantly established prior to the Town issuing a certificate of occupancy. However, a certificate of occupancy may be issued by the Town prior to the seed being significantly established if an automatic sprinkler system has been installed with an electronic timer. Further, if weather conditions do not allow for installation of landscaping at the time a certificate of occupancy could otherwise be issued, then the Town Planner or the building official may grant an extension, not to exceed one hundred eighty days, for

¹ Additions to the current text of the Firestone Development Regulations and Code are indicated by double-underlining, and deletions are indicated by ~~strikethrough~~.

the landscaping to be installed or seed to be significantly established. These requirements may be waived or reduced by the Town Board if it determines that such a requirement would be inappropriate based on relevant considerations including, but not limited to, the size of the lots or potable water conservation reasons or as specified in an approved FDP.

B. For any new subdivision filing, there shall be a minimum of one tree of 2-inch caliper for each dwelling planted within the front yard of the dwelling. This requirement may be waived or reduced by the Town Board if it determines that such a requirement would be inappropriate based on the submitted landscape theme, for potable water conservation reasons, or as specified in an approved FDP

C. ~~For any new subdivision filing, as developed, the front lawn areas shall be installed as seed or sod in the front yard Sod must be installed prior to the Town issuing a certificate of occupancy, and if seed is used rather than sod, then the seed must be significantly established prior to the Town issuing a certificate of occupancy. However, a certificate of occupancy may be issued by the Town prior to the seed being significantly established if an automatic sprinkler system has been installed with an electronic timer. Further, if weather conditions do not allow for installation of sod or the significant establishment of seed at the time a certificate of occupancy could otherwise be issued, then the Town Planner or the building official may grant an extension, not to exceed one hundred eighty days, for the sod to be installed or seed to be significantly established. These requirements may be waived or reduced by the Town Board if it determines that such a requirement would be inappropriate based on relevant considerations including, but not limited to, the size of the lots or potable water conservation reasons.~~ Artificial Turf Standards.

1. Permitted location – Artificial turf shall be permitted in the rear yard and side yards of single-family dwellings per meeting the requirements of these regulations.

2. General Standards

a. Location, materials, appearance, installation, and maintenance of artificial turf areas shall comply with all requirements of these development regulations.

b. Artificial turf shall be natural in appearance and integrated into the overall landscape design.

c. Turf material and aggregate or infill materials shall not be toxic to humans or pets or be harmful to the environment.

3. Locations

a. Artificial turf shall be limited to a maximum of seventy-five (75) percent of the rear or side yard area. A minimum of twenty (25) percent of the rear and side yard landscape area shall be permeable surfaces with living and organic landscape material. The maximum area of artificial turf shall consider other impervious surfaces such as patios and walkways to ensure a minimum of twenty-five (25) percent of the yard area remains a permeable surface with living and organic landscape material.

- b. A minimum of three (3) foot buffer comprised of permeable surfaces with living and organic landscape material shall be required between the edge of the artificial turf and any property line.
- c. Artificial turf shall not be installed on slopes greater than a five to one (5:1) slope.
- d. Artificial turf placement, particularly under the dripline of trees, shall avoid negative impacts to trees at the time of placement and during the lifespan of the tree.

4. Materials

- a. The blade material shall be made of either lead-free polyethylene, polypropylene, vegetable based product or a blend of the three. Nylon or other plastic shall be prohibited.
- b. Backing
 - i. The backing shall be of a lead-free polyethylene, polypropylene, vegetable based product or a blend of the three. Felt backing is not permitted.
 - ii. The backing shall be permeable with holes spaced in a uniform grid pattern not to exceed four (4) inches by six (6) inches on center.
- c. Materials shall be protected with a minimum of an eight (8) year warranty.
- d. All materials shall be non-flammable.

5. Appearance

- a. Blade yarn colors shall mimic natural turf including green blade color(s) and include a tan thatch layer.
- b. Blade pile height shall be between one and three-quarters (1.75) inches and three (3) inches.
- c. Pile face weight shall be at least seventy (70) ounces.

6. Installation

- a. Artificial turf shall be installed in accordance with manufacturer specifications.
- b. The drainage pattern of the lot shall not be impeded or altered by the installation of artificial turf.

- c. Artificial turf shall be installed over a compacted and porous aggregate base material that is a minimum of three (3) inches deep to allow for adequate drainage both horizontally and vertically and to prevent excessive runoff or pooling. Artificial turf shall not be installed over existing grass or compacted dirt.
- d. Artificial turf shall be anchored at all edges and seams.
- e. Artificial turf seams shall be taped or glued and not sewn.
- f. Artificial turf shall be separated from other landscape areas by a bender board, concrete curbing or similar material to conceal edges of the turf.

7. Maintenance

- a. Artificial turf shall be maintained in a manner to mimic healthy living turf.
- b. Artificial turf shall be cleaned as necessary and groomed to maintain its appearance.
- c. Artificial turf areas shall not contain weeds, holes, tears, stains, discolorations, seam separations, uplifted surfaces, heat degradation, depressions, odors, excessive wear, or similar deformities and measures of deterioration. Damaged or worn areas shall be repaired or removed and replaced in manner that results in consistent appearance with the existing artificial turf.
- d. Artificial turf shall be replaced after the life expectancy has been reached.
- e. Infill material shall be a non-toxic anti-microbial material such as silica sand or acrylic coated sand to prevent odors and bacteria formation. Crumb rubber filler shall be prohibited.

~~D. All front and rear yards of single-family residential developments shall be irrigated and seeded with bluegrass turf seed.~~

~~E D.~~ Landscape improvements shall not commence on any lot prior to actual construction of the residential unit unless approved, in writing, by the Town Planner.

Section 2. Exhibit C, “Definitions,” of the Firestone Development Regulations is hereby amended by the addition of the following new term, to be inserted alphabetically, and by the addition to current term, “Landscaping,” to read as follows:

Artificial Turf – a manufactured substitute for organic turf, lawn, or sod which effectively simulates the appearance of a well-maintained lawn and meets all the quality, materials and installation standards outlined in the Development Regulations.

Landscaping – Any combination of living plants, such as trees, shrubs, vines, ground cover, flowers or grass; natural features, such as rock, stone, bark chips or shavings; and structural features, including but not limited to fountains, reflecting pools, screening walls, fences and benches. In certain cases, as identified by the Development Regulations, artificial turf may be considered an allowable landscape material.

Section 3. Sub-section 17.16.070(K), Additional standards for R-1, R-2 and R-3 districts and residential land use categories within PUD districts, of the Firestone Municipal Code is hereby amended to read follows:

K. For any new subdivision filing, there shall be a minimum of one tree of ~~one and one-half inch~~ two- (2) inch caliper for each dwelling planted within the front yard of the dwelling. This requirement may be waived or reduced by the board if it determines that such a requirement would be inappropriate based on the submitted landscape theme, water conservations reasons, or as specified in an approved FDP.

Section 4. Sub-section 17.16.070(L), Additional standards for R-1, R-2 and R-3 districts and residential land use categories within PUD districts, of the Firestone Municipal Code is hereby amended to read follows:

L. For any new subdivision filing, as developed, seventy-five (75) percent of the front yard lawn areas, excluding driveways, walkways, porches and patios, shall be installed as seed or sod in the front yard consist of living plant material such as trees, shrubs, vines, ground cover, flowers or grass. ~~Sod~~ Such Landscaping materials must be installed prior to the Town issuing a certificate of occupancy. ~~and if seed is used rather than sod as part of such landscaping, then the seed must be significantly established prior to the Town issuing a certificate of occupancy. However, a certificate of occupancy may be issued by the Town prior to the seed being significantly established if an automatic sprinkler system has been installed with an electronic timer. Further, if weather conditions do not allow for installation of sod or the significant establishment of seed landscaping at the time a certificate of occupancy could otherwise be issued, then the Town Planner or the building official may grant an extension, not to exceed one hundred eighty days, for the sod landscaping to be installed or seed to be significantly established. These requirements may be waived or reduced by the Town Board if it determines that such a requirement would be inappropriate based on relevant considerations including, but not limited to, the size of the lots or potable water conservation reasons or as specified in an approved FDP.~~

Section 5. Sub-section 17.16.070(M), Additional standards for R-1, R-2 and R-3 districts and residential land use categories within PUD districts, of the Firestone Municipal Code is hereby repealed in its entirety, and the remaining sub-sections of Section 17.16.070 shall be renumbered accordingly.

Section 6. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declare it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 7. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN
FULL this ___th day of _____, 2019

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

Proposed Modifications to Development Regulations and Municipal Code Text

Development Regulations

16.12.8 Single Family Residential Landscape Standards

The following are specific landscaping standards for single-family residential development.

~~CA. For any new subdivision filing, as developed, seventy-five (75) percent of the front lawn areas, yard, excluding driveways, walkways, porches and patios, shall be installed as seed or sod in the front yard consist of living plant material such as trees, shrubs, vines, ground cover, flowers or grass. Such landscaping materials Sod must be installed prior to the Town issuing a certificate of occupancy, and if seed is used rather than sod, then the seed must be significantly established prior to the Town issuing a certificate of occupancy. However, a certificate of occupancy may be issued by the Town prior to the seed being significantly established if an automatic sprinkler system has been installed with an electronic timer. Further, if weather conditions do not allow for installation of sod or the significant establishment of seed landscaping at the time a certificate of occupancy could otherwise be issued, then the Town Planner or the building official may grant an extension, not to exceed one hundred eighty days, for the sod landscaping to be installed or seed to be significantly established. These requirements may be waived or reduced by the Town Board if it determines that such a requirement would be inappropriate based on relevant considerations including, but not limited to, the size of the lots or potable water conservation reasons or as specified in an approved FDP.~~

~~A. Shrubs and ground cover plantings shall comprise no less than ten percent of the landscaped area of the front yard. This requirement may be waived or reduced by the Town Board if it determines that such a requirement would be inappropriate because of the size of the lots, for potable water conservation reasons, or as shown on an approved FDP.~~

B. For any new subdivision filing, there shall be a minimum of one tree of 2-inch caliper for each dwelling planted within the front yard of the dwelling. This requirement may be waived or reduced by the Town Board if it determines that such a requirement would be inappropriate based on the submitted landscape theme, for potable water conservation reasons, or as specified in an approved FDP.

~~C. For any new subdivision filing, as developed, front lawn areas shall be installed as seed or sod in the front yard. Sod must be installed prior to the Town issuing a certificate of occupancy, and if seed is used rather than sod, then the seed must be significantly established prior to the Town issuing a certificate of occupancy. However, a certificate of occupancy may be issued by the Town prior to the seed being significantly established if an automatic sprinkler system has been installed~~

~~with an electronic timer. Further, if weather conditions do not allow for installation of sod or the significant establishment of seed at the time a certificate of occupancy could otherwise be issued, then the Town Planner or the building official may grant an extension, not to exceed one hundred eighty days, for the sod to be installed or seed to be significantly established. These requirements may be waived or reduced by the Town Board if it determines that such a requirement would be inappropriate based on relevant considerations including, but not limited to, the size of the lots or potable water conservation reasons.~~

~~D. All front and rear yards of single family residential developments shall be irrigated and seeded with bluegrass turf seed.~~

C. Artificial Turf Standards (see draft ordinance – Exhibit B of resolution)

~~E~~D. Landscape improvements shall not commence on any lot prior to actual construction of the residential unit unless approved, in writing by the Town Planner.

Exhibit C of Development Regs

Artificial Turf – a manufactured substitute for organic turf, lawn, or sod which effectively simulates the appearance of a well-maintained lawn and meets all the quality, materials and installation standards outlined in the Development Regulations.

Landscaping - Any combination of living plants, such as trees, shrubs, vines, ground covers, flowers or grass; natural features, such as rock, stone, bark chips or shavings; and structural features, including but not limited to fountains, reflecting pools, screening walls, fences and benches. In certain cases, as identified by the Development Regulations, artificial turf may be considered an allowable landscape material.

Municipal Code

17.16.070 - Additional standards for R-1, R-2 and R-3 districts and residential land use categories within PUD districts.

Additional standards for R-1, R-2 and R-3 districts and for residential land use categories within PUD districts shall be as set forth in this section. Where expressly stated, such standards shall further apply to any residential lot within the town.

No changes to subsections 17.16.070(A)-(J)

K. For any new subdivision filing, there shall be a minimum of one tree of ~~one and one-half~~two-inch caliper for each dwelling planted within the front yard of the dwelling. This requirement may be waived or reduced by the Board if it determines that such a requirement would be inappropriate based on the submitted landscape theme, for potable water conservation reasons, or as specified in an approved FDP.

L. For any new subdivision filing, as developed, seventy-five (75) percent of the front lawn area~~yard, excluding driveways, walkways, porches, and patios, shall be installed as seed or sod in the front yard~~consist of living plant material such as trees, shrubs, vines, ground cover, flowers or grass. Such landscaping materials ~~Sod~~ must be installed prior to the Town issuing a certificate of occupancy, ~~and if seed is used rather than sod,~~ then the seed must be significantly established prior to the Town issuing a certificate of occupancy. However, a certificate of occupancy may be issued by the Town prior to the seed being significantly established if an automatic sprinkler system has been installed with an electronic timer. Further, if weather conditions do not allow for installation of ~~sod or the significant establishment of seed~~landscaping at the time a certificate of occupancy could otherwise be issued, then the Town Manager or the building official may grant an extension, not to exceed one hundred eighty days, for the ~~sod~~landscaping to be installed or seed to be significantly established. These requirements may be waived or reduced by the Board if it determines that such a requirement would be inappropriate based on relevant considerations including, but not limited to, the size of the lots or potable water conservation reasons, or as specified in an approved FDP.

~~M. Shrubs and ground cover plantings shall comprise no less than ten percent of the landscaped area of the front yard. This requirement may be waived or reduced by the Board if it determines that such a requirement would be inappropriate because of the size of the lots or for potable water conservation reasons, or as specified in an approved FDP.~~

NM. Eighty-five percent of the exterior color treatment for all residential dwellings and accessory uses shall be muted (excluding glass treatment), unless otherwise approved by the Board based on the unique architectural design of the home.

~~O.N~~ All sloped roofs shall be covered with a muted, earth-tone color roofing material, unless otherwise approved by the Board based on the unique architectural design of the home.

P.O It is unlawful to locate any roll-off trash container or trash container of any type in excess of one hundred ninety-two gallons in a front yard or in a side yard fronting a public street of a residential lot of any zone district of the Town without first obtaining a permit and paying a permit fee of ten dollars. No such trash containers shall be located in a front yard or in a side yard fronting a public street of a residential lot of any zone district of the Town for more than fourteen days in any one-hundred-eighty-day period.

| ~~Q.P~~ Family child care homes shall be permitted home occupations. Nursery schools, day care centers, child care facilities and other child care operations not meeting the definition of "family child care home" shall not be permitted as home occupations because of their tendency to go beyond the limits permitted for home occupations.

FIRESTONE PLANNING AND ZONING COMMISSION

RESOLUTION NO. PC-19-13

A RESOLUTION OF THE FIRESTONE PLANNING AND ZONING COMMISSION RECOMMENDING THAT THE BOARD OF TRUSTEES APPROVE AN ORDINANCE AMENDING SECTION 16.12.8 AND EXHIBIT C OF THE TOWN OF FIRESTONE DEVELOPMENT REGULATIONS AND SECTION 17.16.070 OF THE FIRESTONE MUNICIPAL CODE PERTAINING TO LANDSCAPING OF SINGLE-FAMILY RESIDENTIAL LOTS.

WHEREAS, water is increasingly becoming a rare commodity in the region; and

WHEREAS, the Town of Firestone periodically experiences episodes of drought; and

WHEREAS, the proposed amendment to the Town's landscaping requirements will allow residents to conserve water; and

WHEREAS, the Firestone Planning and Zoning Commission has reviewed the ordinance amending Section 16.12.8 and Exhibit C of the Town of Firestone Development Regulations and Section 17.16.070 of the Firestone Municipal Code regarding landscaping of single-family residential lots, and considered the merits of this ordinance; and

WHEREAS, the Firestone Planning and Zoning Commission wishes to make a recommendation to the Board of Trustees regarding the ordinance.

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

1. That the Firestone Planning and Zoning Commission recommends approval of the ordinance amending Section 16.12.8 and Exhibit C of the Town of Firestone Development Regulations and Section 17.16.070 of the Firestone Municipal Code, attached hereto as Exhibit A, to the Town of Firestone Board of Trustees.
2. That the Firestone Planning and Zoning Commission further recommends to the Town of Firestone Board of Trustees that the Board of Trustees, in determining whether to approve the proposed ordinance, consider adoption of the proposed ordinance with additional provisions relating to a licensing and/or permitting system for artificial turf installation.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE FIRESTONE PLANNING AND ZONING COMMISSION THE 19TH DAY OF SEPTEMBER, 2019.

Chairperson

ATTEST:

Secretary/Clerk Pro-Tem

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.b.

Discussion/Action

Meeting Date: September 25, 2019

Initiated By: Leah Vanarsdall

Dept: Town Clerk

AGENDA TITLE

Ordinance 959: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND REENACTING CHAPTER 5.08 OF THE FIRESTONE MUNICIPAL CODE REGARDING ALCOHOLIC BEVERAGES

SUMMARY

During the September 18, 2019 Board of Trustee Work Session, the need to repeal and reenact Firestone Municipal Code 5.08 regarding alcoholic beverages was discussed.

Ordinance 959, included in your Board packets, will bring the Town's Municipal Code up to date.

HISTORY AND PREVIOUS BOARD ACTION

Repealing Chapter 5.08 of the Firestone Municipal Code.

RECOMMENDATION

To Adopt **Ordinance 959**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND REENACTING CHAPTER 5.08 OF THE FIRESTONE MUNICIPAL CODE REGARDING ALCOHOLIC BEVERAGES.

ALTERNATIVES

Give Staff further direction

ATTACHMENTS

1. 8b - Ord 959 Liquor Code Final Repeal and Reenact Chapter 5.08

FINANCIAL CONSIDERATIONS

N/A

ORDINANCE 959

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, REPEALING AND REENACTING CHAPTER 5.08 OF THE FIRESTONE
MUNICIPAL CODE REGARDING ALCOHOLIC BEVERAGES**

WHEREAS, to ensure compliance with the State's liquor laws as set forth in C.R.S. Articles 3, 4, 5, Title 44, as amended and the State's Liquor Rules, 1 C.C.R. 203-2, as amended, it is necessary to repeal and reenact Chapter 5.08 of the Firestone Municipal Code;

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

Chapter 5.08 - Alcoholic Beverages of the Firestone Municipal Code is repealed and reenacted in its entirety to read as follows:

5.08.010 Delegation of authority to town clerk.

- A. The town clerk is authorized to act as the local licensing authority for the following Colorado Liquor Code and Colorado Beer Code licensing functions:
 - 1. Processing, and approval or disapproval of applications for special event permits, issuance of approved special event permits, and reporting of issued special event permits to the State Liquor Enforcement Division, in accordance with Article 5 of Title 44, C.R.S., as amended.
 - 2. Annual Colorado Liquor Code and Colorado Beer Code license renewals, provided that the licensee has not violated any provisions of the Colorado Liquor or Beer Codes and associated regulations during the preceding year.
 - 3. Changes in shareholders, officers, directors or trade names of a licensee, provided that any investigation conducted by the Town does not reveal information that may reasonably form the basis of a determination that the applicant is not qualified to hold the respective license.
 - 4. Changes in registered manager of a licensee, provided that any investigation conducted by the Town does not reveal information that may reasonably form the basis of a determination that the proposed manager is not qualified to hold the position.
 - 5. The issuance of temporary permits pursuant to and in compliance with the provisions of section 44-3-303, C.R.S., as amended.
 - 6. The town clerk shall receive applications for new liquor licenses or for changes of location of a liquor-licensed establishment.
 - (a) Upon receipt of a complete application for a new liquor license or for a change of location of a liquor-licensed establishment, the town clerk shall set the date and time for the public hearing on the application. The town clerk shall provide written notice to the applicant of the boundaries of the neighborhood and of the date and time of the public hearing.
 - 7. Processing, approval, denial and renewal of tasting permits.
- B. The town clerk may, nevertheless, refer any licensing decision authorized under this section to the local licensing authority if, in the clerk's discretion, the matter should be presented to the local licensing authority.

5.08.020 - Optional premises licenses.

- A. The following standards for the issuance of optional premises licenses or for optional premises for hotel and restaurant licenses are hereby adopted pursuant to the provisions of Section 44-3-310, C.R.S. as amended. The standards set forth in this section shall be considered in addition to all other standards applicable to the issuance of licenses under the State liquor code for an optional premises license or for optional premises for a hotel and restaurant license. These two types of licenses for optional premises will collectively be referred to as "optional premises" in these standards unless otherwise provided.
- B. An optional premises may only be approved when that premises is located on or adjacent to an outdoor sports and recreational facility as defined in Section 44-3-103(33)(b), C.R.S. The types of outdoor sports and recreational facilities that may be considered for an optional premises license are as follows:
 - 1. Country clubs;
 - 2. Golf courses and driving ranges; and
 - 3. Swimming pools.
- C. There are no restrictions on the minimum size of the outdoor sports and recreational facilities that may be eligible for the approval of an optional premises license. However, the local licensing authority may consider the size of the particular outdoor sports or recreational facility in relationship to the number of optional premises requested for the facility and in relationship to control of the premises and ease of enforcement.
- D. There are no restrictions on the number of optional premises that any one licensee may have on its outdoor sports or recreational facility. However, any applicant requesting approval of more than one optional premises shall demonstrate the need for each optional premises in relationship to the outdoor sports or recreational facility and its guests.
- E. When submitting a request for the approval of an optional premises, an applicant shall also submit the following information:
 - 1. A scaled map or other drawing illustrating all of the outdoor sports or recreation facility boundaries and the approximate location of each optional premises requested;
 - 2. A legal description of the area within which the optional premises shall be located;
 - 3. A description of the method which shall be used to establish and designate the boundaries of the optional premises when it is in use;
 - 4. A description of the provisions that have been made for storing alcohol beverages in a secured area on or off the optional premises for the future use on the optional premises; and
 - 5. A description of the manner in which alcohol beverages will be sold and distributed to guests and/or the public.
- F. Pursuant to Section 44-3-310, C.R.S., as amended, no alcoholic beverages may be served on the optional premises until the licensee has provided written notice to the state and local licensing authorities forty-eight hours prior to serving alcoholic beverages on the optional premises. Such notice must contain the specific days and hours on which the optional premises are to be used.
- G. The local licensing authority in its discretion may impose conditions or restrictions upon on optional premises in furtherance of the public health, safety and welfare, including but not limited to conditions and restrictions to ensure control of the optional premises and proper enforcement of liquor laws. Conditions and restrictions may be imposed at the time of application or renewal or as part of any disciplinary proceeding.

5.08.030 - Special events permits.

The local licensing authority may issue special events permits for the sale, by drink only, of fermented malt beverages or malt, spirituous or vinous liquors to organizations and political candidates in accordance with the fees, terms and conditions set forth in Article 5, Title 44, C.R.S. The local licensing authority may, by resolution, elect to issue special events permits without notifying the state licensing authority to obtain its approval or disapproval of applications for special events permits.

5.08.040 - Liquor tastings.

- A. The Town hereby authorizes tastings to be conducted by retail liquor store and liquor-licensed drugstore licensees in accordance with this section and pursuant to Section 44-3-301, C.R.S. Within the Town, it is unlawful for any person or licensee to conduct tastings unless a permit has been obtained in accordance with this Section. The town clerk is authorized to issue tasting permits in accordance with the requirements of this section.
- B. A retail liquor store or liquor-licensed drugstore licensee that desires to conduct tastings shall submit an application for a tastings permit to the local licensing authority along with payment of a fifty dollar (\$50.00) application fee. Except as provided in this paragraph, an application shall along with a renewal application fee of fifty dollars (\$50.00) be submitted annually at the time of an applicant's liquor license renewal. For new licensees, the application and fee for a tastings permit may be submitted with the application for a new license or at any time during the first year of licensure. An application may also be submitted at a time other than the time of renewal; however, in such case, the permit shall expire at the next renewal date of the license and the permit fee shall not be prorated. The application shall be in the form required by the town clerk, and shall include a written control plan establishing how the applicant will conduct the tastings in compliance with the provisions of the Liquor Code and Town Code, and without creating a public safety risk to the neighborhood. The local licensing authority may reject the permit application if the applicant fails to establish that the licensee is able to conduct tastings without violating the provisions of this section or creating a public safety risk to the neighborhood. The local licensing authority may establish application procedures for tastings permits.
- C. Tastings shall be subject to the following limitations:
 - 1. Tastings shall be conducted only by a person who has completed a server training program that meets the standards established by the Liquor Enforcement Division of the Colorado Department of Revenue and who is a retail liquor store or liquor-licensed drugstore licensee, or an employee of a licensee, or a representative, employee, or agent of the licensed wholesaler, brewpub, distiller pub, manufacturer, limited winery, importer, or vintner's restaurant promoting the alcohol beverages for the tastings and only on a licensee's licensed premises.
 - 2. The alcohol used in tastings shall be purchased through a licensed wholesaler, licensed brew pub or winery licensed pursuant to Section 44-3-403, C.R.S., at a cost that is not less than the laid-in cost of such alcohol.
 - 3. The size of an individual alcohol sample shall not exceed one ounce of malt or vinous liquor or one-half of one ounce of spirituous liquor.
 - 4. Tastings shall not exceed a total of five hours in duration per day, which need not be consecutive.
 - 5. Tastings shall be conducted only during the operating hours in which the licensee on whose premises the tastings occur is permitted to sell alcohol beverages, and in no case earlier than 11:00 a.m. or later than 9:00 p.m.

6. The licensee shall prohibit patrons from leaving the licensed premises with an unconsumed sample.
 7. The licensee shall promptly remove all open and unconsumed alcohol beverage samples from the licensed premises or shall destroy the samples immediately following the completion of the tasting, or store any open containers of unconsumed alcohol beverages in a secure area outside the sale area of the licensed premises for use at a tasting conducted at a later time or date.
 8. The licensee shall not serve a person who is under twenty-one years of age or who is visibly intoxicated.
 9. The licensee shall not serve more than four individual samples to a patron during a tasting.
 10. Alcohol samples shall be in open containers and shall be provided to a patron free of charge.
 11. Tastings may occur on no more than one hundred sixty-five days per year.
 12. No manufacturer of spirituous or vinous liquors shall induce a licensee through free goods or financial or in-kind assistance to favor the manufacturer's products being sampled at a tasting. The licensee shall bear the financial and all other responsibility for a tasting.
 13. The applicant for a tastings permit shall certify on the application that all persons serving alcohol at tastings have completed a server training program that meets the standards established by the Liquor Enforcement Division of the Colorado Department of Revenue. The licensee shall maintain a current roster of the names of the persons who have completed a server training and the dates on which such persons attended training. The licensee shall submit updated rosters and documentation to the Town as necessary to confirm that persons serving alcohol at tastings have received the requisite training.
- D. A violation of any requirement specified in this section, or of 44-3-301(10) C.R.S., or by a retail liquor store or liquor-licensed drugstore licensee, whether by the licensee, the licensee's employees or agents, or otherwise, or by a representative, employee, or agent of a licensed wholesaler, brew pub, manufacturer, limited winery, importer, or vintner's restaurant that promoted the alcohol beverages for the tastings is the responsibility of, and C.R.S. 44-3-801 applies to, the retail store or liquor licensed drug store licensee that conducted the tasting.

5.08.050 - Disturbances at licensed premises.

- A. It shall be unlawful for any licensee or any agent, manager or employee thereof to permit or in any manner encourage or participate in any unlawful or disorderly act, conduct or disturbance at the licensed premises; provided, however, that the licensee may use such lawful means as may be necessary to protect his or her person or property from damage or injury.
- B. Any licensee and any agent, manager or employee thereof shall immediately report to the Town's police department any unlawful or disorderly act, conduct or disturbance committed at the licensed premises.
- C. Each licensee shall post and keep at all times visible to the public in a conspicuous place on the premises a sign with a minimum height of fourteen inches and a minimum width of eleven inches with each letter to be a minimum of one-half inch in height, which shall read as follows:

WARNING:
THE TOWN OF FIRESTONE POLICE DEPARTMENT
MUST BE IMMEDIATELY NOTIFIED OF ALL UNLAWFUL OR
DISORDERLY ACTS, CONDUCT OR DISTURBANCES

WHICH OCCUR ON OR WITHIN THE PREMISES OF THIS
LIQUOR ESTABLISHMENT.

- D. It shall not be a defense that the licensee was not personally present on the premises at the time such unlawful or disorderly act, conduct or disturbance was committed; however, no agent, servant or employee of the licensee shall be held personally responsible for failing to report an unlawful or disorderly act, conduct or disturbance hereunder if such agent, servant or employee was absent from the premises at the time such activity was committed.
- E. Failure to comply with the requirements of this Section shall be considered in any action relating to the issuance, revocation, suspension or nonrenewal of a license or the cancellation, revocation or suspension of a temporary or special events permit.

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

Section 3. Violations of this ordinance shall be punishable in accordance with as applicable the Colorado Liquor Code C.R.S. 44-3-101 et seq., Colorado Beer Code C.R.S. 44-4-101 et seq., Special Event Liquor Permits C.R.S. 44-5-101 et seq., and Section 1.16.010 of the Municipal Code of the Town of Firestone, Colorado.

Section 4. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN
FULL this 25th day of September, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

APPROVED AS TO FORM:

Leah Vanarsdall, Town Clerk

William P. Hayashi, Town Attorney

RESOLUTION NO. 19-87

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE
TOWN OF FIRESTONE AND FIRESTONE RAILS, LLC FOR A POTABLE
WATERLINE EASEMENT**

WHEREAS, on July 10, 2019, the Board of Trustees of the Town of Firestone (“Town”), by Ordinance No. 954, determined and declared that acquiring certain property rights from the owners thereof—namely, a non-exclusive, perpetual easement (the “Easement”)—was necessary and required to operate and maintain a water pipeline for the conveyance of potable water, as part of the Town’s municipal water supply system; and

WHEREAS, Ordinance No. 954 authorized the acquisition by eminent domain of the Easement, as well as the Town Manager to negotiate with the fee simple owner of the Easement, Firestone Rails, LLC (“Owner”), to voluntarily acquire the Easement; and

WHEREAS, in accordance with Ordinance No. 954, the Town Manager has negotiated in good faith with Owner, and the Town Manager and Owner have reached an agreement as to the total compensation to be paid to Owner for the Easement, including any damages, interest, costs and attorney’s fees, along with the terms and conditions of the Easement, as contained in the Waterline Easement and Agreement, attached hereto as Exhibit A; and

WHEREAS, because the acquisition of the Easement is required to provide, operate and maintain the waterline in a timely manner, the Town desires to ratify the agreement negotiated by the Town Manager for the acquisition of the Easement.

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

Section 1. The Board of Trustees of the Town of Firestone hereby approves and authorizes the agreement negotiated by the Town Manager for the acquisition of a non-exclusive, perpetual easement from Firestone Rails, LLC, for the purchase price of \$28, 764.00.

Section 2. The Waterline Easement and Agreement between the Town of Firestone and Firestone Rails, LLC is approved in substantially the same form as the copy attached hereto as Exhibit A and made a part of this resolution. The Mayor is authorized to execute the Agreement on behalf of the Town and to sign any and all document necessary to complete the transaction on behalf of the Town.

INTRODUCED, READ AND ADOPTED this ___ day of _____, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

WATERLINE EASEMENT

THIS WATERLINE EASEMENT AND AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2019 (the “Effective Date”), by and between **FIRESTONE RAILS, LLC**, a Colorado limited liability company, whose address is _____, (“Grantor”), and **THE TOWN OF FIRESTONE, COLORADO**, a municipal corporation, whose mailing address, for purposes of this Agreement, is 151 Grant Ave., Firestone, Colorado 80520 (“Grantee”).

1. Grantor’s Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, as legally described in **Exhibit A** (the “Property”).
2. Grant of Permanent Easement. For and in consideration of the covenants and agreements set forth herein, the sum of **TWENTY EIGHT THOUSAND, SEVEN HUNDRED AND SIXTY-FOUR DOLLARS (\$28,764.00)**, and other good and valuable consideration, the receipt and adequacy of which Grantor acknowledges, the Grantor grants, sells and conveys to the Grantee, its successors and assigns, a non-exclusive, permanent easement (the “Permanent Easement”) on, over, under and across the Property as described more fully on **Exhibit B**, attached to and made a part of this Agreement (the “Easement Area”), subject to the conditions and restrictions set forth below.
3. Purpose and Uses of Permanent Easement. Grantee may use the Permanent Easement: (a) to construct, install, access, operate, maintain, repair, replace, inspect and remove at any time and from time to time an approximately 12” diameter underground pipeline and other underground appurtenant structures and facilities, including without limitation, valves, valve boxes, fittings, and thrust restraint (the “Improvements”), for the conveyance and distribution of potable water upon, across, over, under, through and within the Easement Area; (b) to replace and remove at any time and from time to time the Improvements constructed hereunder either in the original location or at any alternate locations within the Easement Area, generally consistent with the intended purposes of the Permanent Easement; and (c) to mark the location of the Easement Area and the Improvements by suitable markers set and maintained in the ground.
4. Grantor’s Rights in Permanent Easement Area. Grantor reserves the right to use the Permanent Easement Area for any purposes which will not impair, endanger or unreasonably interfere with any of the Improvements or with Grantee’s full enjoyment of the rights hereby granted. Grantor shall not impair the lateral or subjacent support for the Improvements or the Easement Area, or otherwise change the ground level in the Easement Area. Grantor shall not erect or construct any permanent structure or building, drill or operate any well, construct any reservoir or impoundment, or install or plant any trees or woody shrubs within the Easement Area without the prior written consent of the Grantee, which shall not be unreasonably withheld. Grantee shall have the right to cut, mow, or otherwise remove trees, undergrowth, weeds, brush, vegetation or other obstructions from the Easement Area that, in its judgment, may injure, endanger or interfere with the Improvements or Grantee’s exercise of the rights granted herein. Grantor reserves all other rights, including the right to use the Easement Area for vehicular and pedestrian access, including low maintenance landscaping and soft surface and/or concrete trails,

as well as the right to cross the Easement Area with other utilities or other easements;; provided, however, that any such utility crossings, access or other easements do not interfere with, adversely impact or otherwise disturb the Improvements or impair the rights granted to Grantee under this Easement, and provided that any new underground utilities, facilities or other improvements are not installed or located within twenty-four inches above (vertically) and ten feet on either side of (horizontally) the centerline of the underground water pipeline (the “No-Install Zone”), or that construction or installation of any new underground utilities, facilities or other improvements do not require relocation of or future modifications to any existing Improvements. Grantee shall in no event be liable for any damages to any landscaping, trails, new underground or aboveground utilities, facilities or other improvements installed or located within the No-Install Zone or the Easement Area resulting from the Improvements or caused by the exercise of Grantee’s rights hereunder.

5. Maintenance of the Easement Area.

(A) Upon completing any work in the Easement Area, Grantee will make such repairs or take such other action as may be necessary to restore the surface of the Easement Area to a condition comparable to its condition prior to Grantee’s activities in the Easement Area, including but not limited to the reseeding and replanting of any disturbed areas in a manner reasonably satisfactory to Grantor, correction of any subsidence, and restoration of any other pre-existing improvements or conditions impacted by Grantee’s activities.

(B) Except for the routine maintenance of the Improvements and in the event of an emergency, , as determined solely by Grantee, Grantee shall provide Grantor at least seven (7) days written notice of any activities that will impact the surface of the Easement Area, prior to beginning any such activities. For purposes of this Agreement, “routine maintenance” is defined as a small scale activity performed at regular intervals that does not impact the surface of the Easement Area and is necessary to keep the Improvements operational and in working order and an “emergency” is defined as a situation that necessitates immediate repairs to or maintenance of the Improvements to maintain or restore proper functioning of the Improvements, such as a water main break, or to prevent, mitigate or remedy injury to life, health, safety or property.

6. Depth of Cover. Unless a greater depth is required by applicable law, Grantee shall initially bury the underground waterline within the Easement Area at a minimum depth of four (4) feet below the surface of the ground.

7. Representations and Warranties of Grantor.

(A) Grantor hereby warrants and represents to Grantee that, to Grantor’s actual knowledge as of the date of execution of this Agreement, Grantor is seized with fee title to the underlying real property and there are no other parties with interest; that the rights conveyed herein are free and clear of liens and encumbrances; and that Grantor has sole and exclusive authority to enter into this Agreement.

(B) Grantor hereby warrants and represents to Grantee that the consideration paid for this Easement includes a full and final release, discharge and satisfaction, by Grantor and in favor of Grantee, its officers, employees, contractors and representatives, for all claims of compensation, damages, expenses, losses and injuries resulting from or related to: (a) the Grantee's acquisition of the desired Easement; (b) any alleged damages to other remainder property owned or claimed by Grantor outside the Easement Area; (c) the Grantee's construction and use of the waterline on the Property during Grantor's period of ownership; and (d) the Grantee's possession or use of the Easement Area or other remainder property owned or claimed by Grantor during Grantor's period of ownership. Grantor expressly releases, discharges and waives: a) any right of adjustment to the consideration paid by Grantee under C.R.S. § 38-1-114 or otherwise; b) interest under C.R.S. § 38-1-116 or otherwise; c) costs under C.R.S. § 38-1-121, C.R.S. §13-16-101, et seq., C.R.C.P. 54(d) or otherwise; d) attorney fees under C.R.S. § 38-1-122, C.R.S. § 13-17-101 et seq. or otherwise; (e) all claims of compensation, damages, expenses, losses and injuries resulting from or related to 1) the Grantee's acquisition of the desired Easement; 2) any alleged damages to other remainder property owned or claimed by Grantor outside the Easement Area; 3) the Grantee's construction and use of the waterline on the Property during Grantor's period of ownership; and 4) the Grantee's possession or use of the Easement Area or other remainder property owned or claimed by Grantor during Grantor's period of ownership.

8. Binding Effect - Runs With Land. This Easement shall extend to and be binding upon the successors and assigns of the respective Parties hereto. The rights and responsibilities set forth in this Permanent Easement are intended to be covenants upon the Easement Property and are to run with the land.

9. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties hereto relating to the Permanent Easement and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified or amended, except by a writing executed by both Parties.

10. Compliance with Laws. Grantee shall comply with all applicable laws in connection with its use of the Easement Area and the Improvements.

11. Governing Law. This Easement and all of the terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado, with venue in Weld County.

12. Severability. If any part, term or provision of this Agreement shall be held unenforceable or invalid, the remainder of this Easement and the application of such part, term or provision to persons or situations other than those to which it shall have been held unenforceable or invalid shall not be affected thereby, but shall continue to be enforceable and enforceable to the greatest extent permitted by law.

13. Authorized Signatories. Each individual signing this Agreement directly and expressly on behalf of an entity represents and warrants that he or she has been given and has received and accepted authority to sign and execute the documents on behalf of the Party for whom it is

ACCEPTED BY GRANTEE:

**THE TOWN OF FIRESTONE, COLORADO, a
Municipal Corporation**

Date: _____

By: _____
Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

EXHIBIT A

Description of The Property

A parcel of land situate in the S½ of Section 19 and the SW¼ of Section 20, T. 2N, R. 67W of the Sixth Principal Meridian, in the County of Weld, State of Colorado, bounded and described as follows:

Commencing at the southwest corner of said Section 20;

thence along the west line of said Section 20, North, a distance of 308.53 feet to the true point of beginning, said point being 50.0 feet southwesterly, measured at right angles, from the centerline of the abandoned spur track to the coal mine of the William E. Russell Coal Company as formerly surveyed, located and staked out;

thence parallel with said centerline, S. 78 degrees 43 minutes E., a distance of 1207.13 feet to the beginning of a tangent curve, concave northerly, having a radius of 1005.37 feet;

thence northeasterly along said curve, an arc distance of 1010.96 feet, through an angle of 57 degrees 36 minutes 52 seconds;

thence N. 46 degrees 19 minutes W., a distance of 100.0 feet to the beginning of a non-tangent curve, concave northwesterly, the center of which bears N. 46 degrees 19 minutes W., a distance of 905.37 feet;

thence southwesterly along said curve and parallel with and 50.0 feet northwesterly, measured radially from said centerline of abandoned spur track, an arc distance of 374.5 feet, through an angle of 23 degrees 42 minutes;

thence N. 22 degrees 37 minutes W., a distance of 32.5 feet to the beginning of a non-tangent curve, concave northerly, the center of which bears N. 22 degrees 37 minutes W., a distance of 872.87 feet;

thence westerly along said curve and parallel with and 82.5 feet northerly, measured radially, from said centerline of abandoned spur track, an arc distance of 318.04 feet, through an angle of 20 degrees 52 minutes 35 seconds;

thence N. 1 degree 44 minutes 25 seconds W., a distance of 15.0 feet to the beginning of a non-tangent curve, concave northerly, the center of which bears N. 1 degree 44 minutes 25 seconds W., a distance of 857.87 feet;

thence westerly along said curve and parallel with and 97.5 feet northerly, measured radially from said centerline of abandoned spur track, an arc distance of 195.0 feet, through an angle of 13 degrees 01 minutes 25 seconds;

thence parallel with said centerline of abandoned spur track, N. 78 degrees 43 minutes W., a distance of 30.0 feet;

thence S. 11 degrees 17 minutes W., a distance of 15.0 feet;

thence parallel with and 82.5 feet northeasterly, measured at right angles from said centerline of abandoned spur track, N. 78 degrees 43 minutes W., a distance of 90.0 feet;

thence S. 11 degrees 17 minutes W., a distance of 32.5 feet;

thence parallel with and 50.0 feet northeasterly, measured at right angles from said centerline of abandoned spur track, N. 78 degrees 43 minutes W., a distance of 1534.07 feet to the beginning of a non-tangent curve, concave southwesterly the center of which bears S. 32 degrees 51 minutes 14 seconds W., a distance of 839.49 feet, said point being 75.0 feet northeasterly, measured radially, from the centerline of the abandoned main track serving Grant Mine as originally constructed and operated;

thence westerly along said curve and parallel with said centerline of abandoned main track as originally constructed, an arc distance of 520.44 feet, through an angle of 35 degrees 31 minutes 14 seconds;

thence continuing parallel with said centerline of abandoned main track, as originally constructed, S. 87 degrees 20 minutes W., a distance of 3174.6 feet to the beginning of a tangent curve concave southeasterly, having a radius of 1014.7 feet;

thence southwesterly along said curve and parallel with said centerline of abandoned main track, an arc distance of 914.5 feet, through an angle of 51 degrees 38 minutes 16 seconds, to a point on the south line of said Section 19;

thence along the south line of Section 19, S. 89 degrees 32 minutes 51 seconds E., a distance of 191.9 feet to the beginning of a non-tangent curve, concave southeasterly, from said centerline of abandoned spur track to the coal mine of the William E. Russell Coal Company as formerly surveyed, located and staked out;

thence parallel with said centerline of abandoned spur tracks, S. 78 degrees 43 minutes E., a distance of 268 feet, more or less, to the true point of beginning.

EXCEPTING THEREFROM that certain parcel of land conveyed by Union Pacific Land Resources Corporation to Franklin C. Zadel by Quitclaim Deed dated September 9, 1976, bounded and described as follows:

A parcel of land situate in the South Half of Section 19, Township 2 North, Range 67 West of the Sixth Principal Meridian, as described in Book 847, Page 13; Book 247, Page 198; and Book 406, Page 186, as filed in the office of the Clerk and Recorder, County of Weld, State of Colorado, bounded and more particularly described as follows:

Commencing at the southeast corner of said Section 19;

thence northerly along the east line of said Section 19, a distance of 308.53 feet, more or less, to the TRUE POINT OF BEGINNING, said point being 50.0 feet distant southwesterly, measured at right angles, from the centerline of the abandoned spur track to the coal mine of the William E. Russell Coal Company as formerly surveyed, located and staked out;

thence northerly, continuing along said east line of Section 19, a distance of 101.95 feet, more or less, to a point that is 50.0 feet distant northeasterly, measured at right angles, from said centerline of the abandoned spur track;

thence parallel with said centerline, North 78 degrees 43 minutes West, a distance of 427.00 feet, more or less, to a point that is 75.0 feet distant northeasterly, measured radially, from the centerline of the abandoned main track serving Grant Mine as originally constructed and operated, said point also being the beginning of a non-tangent curve, concave southwesterly, the center of the circle of which the arc is a part bears South 32 degrees 51 minutes 14 seconds West, a distance of 839.49 feet;

thence westerly along said curve and concentric with said centerline of the abandoned main track, through a central angle of 35 degrees 31 minutes 14 seconds, an arc distance of 520.44 feet;

thence parallel with said centerline, South 87 degrees 20 minutes West, a distance of 3174.60 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 1014.70 feet;

thence southwesterly along said curve and concentric with said centerline, through a central angle of 51 degrees 38 minutes 16 seconds, an arc distance of 914.50 feet, more or less, to a point on the south line of said Section 19;

thence easterly along said south line of Section 19, a distance of 191.9 feet, more or less, to a point that is 75.0 feet distant southeasterly, measured radially, from said centerline of the abandoned main track, said point also being the beginning of a non-tangent curve, concave southeasterly, the center of the circle of which the arc is a part bears South 46 degrees 59 minutes 19 seconds East, a distance of 864.70 feet;

thence northeasterly along said curve and concentric with said centerline, through a central angle of 44 degrees 19 minutes 19 seconds, an arc distance of 668.90 feet;

thence parallel with said centerline, North 87 degrees 20 minutes East, a distance of 2760.00 feet;

thence South 2 degrees 40 minutes East, a distance of 15.0 feet to a point 90.0 feet distant southerly, measured at right angles, from said centerline;

thence parallel with said centerline, North 87 degrees 20 minutes East, a distance of 280.00 feet;

thence North 2 degrees 40 minutes West, a distance of 15.0 feet to a point 75.0 feet distant southerly, measured at right angles, from said centerline, of the abandoned main track;

thence parallel with said centerline, North 87 degrees 20 minutes East, a distance of 134.60 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 689.49 feet;

thence southeasterly along said curve and concentric with said centerline, through a central angle of 60 degrees 00 minutes, an arc distance of 722.03 feet;

thence North 57 degrees 20 minutes East, a distance of 150.00 feet to a point that is 75.0 feet distant northeasterly, measured radially, from said centerline of the abandoned main track, said point also being the beginning of a non-tangent curve, concave southwesterly, the center of the circle of which the arc is a part bears South 57 degrees 20 minutes West, a distance of 839.49 feet;

thence northwesterly along said curve and concentric with said centerline of the abandoned main track, through a central angle of 10 degrees 23 minutes 06 seconds, an arc distance of 152.16 feet, more or less, to a point that is 50.0 distant southwesterly, measured at right angles, from said centerline of the abandoned spur track to the coal mine of the William E. Russell Coal Company as formerly surveyed, located and staked out;

thence parallel with said centerline of the abandoned spur track, South 78 degrees 43 minutes East, a distance of 268.00 feet, more or less, to the TRUE POINT OF BEGINNING.

Said parcel contains a net area of 5.6 acres, more or less.

EXHIBIT B

DESCRIPTION OF PERMANENT EASEMENT

A STRIP OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, TOWN OF FIRESTONE, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20, FROM WHICH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20 BEARS N00° 41' 55"W (BASIS OF BEARING); THENCE N00° 41' 55"W, 308.51 FEET ALONG SAID SOUTHWEST LINE TO A POINT ON SOUTH PROPERTY LINE OF THE PARCEL DESCRIBED IN THE DEED RECORDED AT RECEPTION NUMBER 4284609; SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE FOLLOWING FOUR (4) COURSES;

N00° 41'55"W 101.97 FEET ALONG THE SOUTHWEST QUARTER OF SAID SECTION 20 TO A POINT ON THE NORTH PROPERTY LINE OF SAID PARCEL DESCRIBED IN THE DEED RECORDED AT RECEPTION NUMBER 4284609;

THENCE S79° 24'55"E 61.18 FEET ALONG THE NORTH PROPERTY LINE OF SAID PARCEL;

THENCE S00° 41' 55"E 101.97 FEET TO A POINT ON THE SOUTH PROPERTY LINE OF SAID PARCEL;

THENCE N79° 24' 55"W 61.18 FEET ALONG THE SOUTH PROPERTY LINE OF SAID PARCEL TO THE POINT OF BEGINNING.

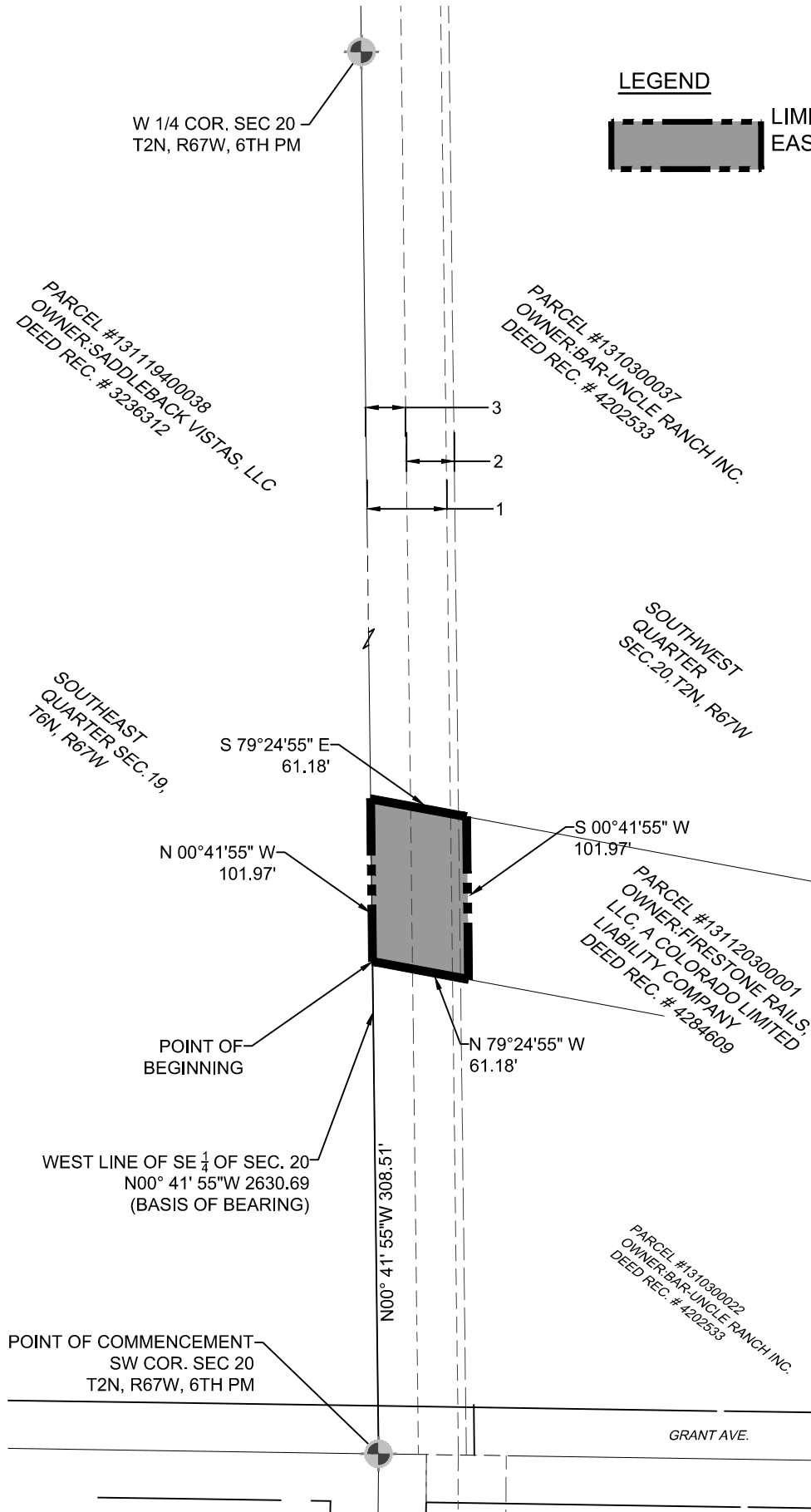
AREA = 6,118 SQUARE FEET (0.140 ACRES), MORE OR LESS.

EXHIBIT B

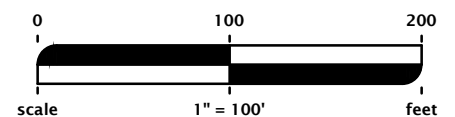
LEGEND



LIMITS OF PERMANENT
EASEMENT



1. 50' PETROLEUM PIPELINE EASEMENT AMOCO PRODUCTION CO. BK. 769, REC. 1691207
2. 30' WATER LINE EASEMENT CENTRAL WELD COUNTY WATER DIST. BK. 710, REC. 1632344.
3. 25' PIPELINE EASEMENT INDUSTRIAL GAS SERVICES, INC. BK. 701, REC. 1622693



AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.d.

Discussion/Action

Meeting Date: September 25, 2019

Initiated By: Julie Pasillas

Dept: Community Resources

AGENDA TITLE

Resolution 19-88: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING VEHICLE AND EQUIPMENT PURCHASES FOR THE TOWNS COMMUNITY RESOURCES AND PUBLIC WORKS DEPARTMENTS

SUMMARY

The Community Resources and Public Works Department recommends the purchase of 2 Hustler 60" mowers, Exmark sprayer/spreader and aerator, Toro pro sweep, Workman HDX, Boss spreader, heavy equipment trailer, Hyrdo Tek mobile wash skid, 14' and 20' Maxey trailers, Bobcat mini track loader, and a Alamo rear mounted boom mower.

All of the equipment will be used for the maintenance of the Town parks and stormwater drainage areas.

HISTORY AND PREVIOUS BOARD ACTION

At the Work Session on January 16, 2019, staff presented a list of identified items that were needed for the Department.

RECOMMENDATION

Staff recommends that the Board approve Resolution 19-88 a resolution approving equipment purchases for the Towns Community Resources and Public Works Departments

ALTERNATIVES

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

ATTACHMENTS

1. Res 19-88 Vehicle and Equipment Purchase

FINANCIAL CONSIDERATIONS

The resolution includes an amount not to exceed \$175,200 for the purchase of 2 Hustler 60" mowers, Exmark sprayer/spreader and aerator, Toro pro sweep, Workman HDX, Boss spreader, heavy equipment trailer, Hyrdo Tek mobile wash skid, 14' and 20' Maxey trailers, Bobcat mini track loader, and a Alamo rear mounted boom mower. Sufficient funds are available in the General-Public Works account.

RESOLUTION NO. 19-88

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING VEHICLE AND EQUIPMENT PURCHASES FOR THE TOWNS COMMUNITY RESOURCES AND PUBLIC WORKS DEPARTMENTS

WHEREAS, pursuant to § 31-15-302, C.R.S., the financial powers of the Town of Firestone ("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 authorize staff's purchase of vehicle and equipment which is necessary for the Community Resources Department ("CRD") and Public Works Department ("PWD") in the performance of their Parks, Irrigation and Stormwater duties; and

WHEREAS, CRD and PWD will purchase the vehicles and equipment identified below for an amount not to exceed \$175,200.00; and

WHEREAS, the Board of Trustees approves payment of the amounts set forth for the following items:

- Hustler Super Z HD 60" Mowers (Qty 2) \$14,000.00/each
- Exmark Sprayer/Spreader \$8,000.00
- Exmark Aerator \$9,000.00
- Toro Pro Sweep \$13,000.00
- Workman HDX \$26,000.00
- Boss Spreader for UTV's (Qty 2) \$3,900.00/each
- Heavy Equipment Trailer 20' \$6,100.00
- HydroTek Mobile Wash Skid \$10,000.00
- Maxey 14' trailer 70PI-X \$4,500.00
- Maxey 20' trailer 70PI-X \$4,800.00
- Bobcat MT85 Mini Track Loader \$31,000.00
- Alamo Rear Mounted Boom Mower \$27,000.00

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.

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

Section 1. The Board of Trustees hereby approves the proposed purchase of vehicles and equipment for the Community Resources Department and Public Works Department as set forth in this Resolution.

INTRODUCED, READ AND ADOPTED this 25th day of September, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.e.

Discussion/Action

Meeting Date: September 25, 2019

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 19-89: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN AND FIRESTONE AND ABS CONCRETE INC FOR CONCRETE REMOVAL AND REPLACEMENT SERVICES

SUMMARY

The agreement with ABS Concrete, Inc will be for removal and replacement of damaged concrete at Hart Park, Settlers Park and Stone Ridge Park.

HISTORY AND PREVIOUS BOARD ACTION

During the Board of Trustees work session on February 20, 2019 the parks overdue maintenance list was discussed. Concrete at these three parks were identified as areas of concern for potential safety issues.

RECOMMENDATION

Staff recommends Board adopt a motion to approve Resolution 19-89 an agreement with ABS Concrete, Inc for the removal and replacement of concrete services at Hart Park, Settlers Park, and Stone Ridge Park.

ALTERNATIVES

The Board may choose not to approve Resolution 19-89, and provide Staff with additional direction.

ATTACHMENTS

1. RESOLUTION 19-89 ABS CONCRETE INC. IN CONNECTION WITH CONCRETE REMOVAL AND REPLACEMENT SERVICES
2. Goods Services Short Form Contract-ABS Concrete Inc-Concrete work at 3 parks
3. Schedule A-Concrete Removal and Replacement-ABS Concrete Inc

FINANCIAL CONSIDERATIONS

The agreement includes an amount not to exceed \$19,820.00. Sufficient funds have been budgeted and appropriated in the Town's park repair and maintenance account to cover this cost.

RESOLUTION 19-89

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE
TOWN AND FIRESTONE AND ABS CONCRETE INC FOR CONCRETE
REMOVAL AND REPLACEMENT SERVICES**

WHEREAS, the Town of Firestone ("Town") desires to engage ABS Concrete, Inc. ("Contractor") for the purpose of providing concrete removal and replacement services at Settlers Park, Stone Ridge Park and Hart Park ("Project"); and

WHEREAS, the Town finds that the Contractor has the expertise, qualifications, and experience necessary to perform the required Project work.

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

1. The Agreement between the Town of Firestone and ABS Concrete, Inc. for concrete removal and replacement services at Settlers Park, Stone Ridge Park and Hart Park is hereby approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the City.

2. The Board of Trustees authorizes the Director of Community Resources ("Director") to amend within the approved cost the Agreement's Scope of Work as the Director deems necessary to ensure that the most essential Project work is completed.

INTRODUCED, READ AND ADOPTED this 25th day of September, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

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



TOWN OF FIRESTONE

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

THIS AGREEMENT ("Agreement"), is made this 25th day of September, 2019, between the Town of Firestone, a Colorado statutory municipality, hereinafter referred to as "FIRESTONE," and ABS Concrete, Inc., 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 October 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 \$19,820.00.

☐ _____ 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:

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

CONTRACTOR:

ABS Concrete, Inc.
1935 Blue Mountain Road
Longmont, CO 80504
Attn:Alex Bustillos
Telephone:720-438-1818
Facsimile: _____
E-Mail: alejandrobustillos@live.com

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:_____

CONTRACTOR

By:_____

Name:_____

Title:_____

Date: _____

SCHEDULE A

(Attached to and made a part of the Agreement between the Town of Firestone
ABS Concrete, Inc. for concrete removal and replacement at Settlers Park, Stone Ridge Park and
Hart Park.)

ESTIMATE

Alex Bustillos

alejandrobustillos@live.com

DATE: JULY 31, 2019

TO Chuck Bradt

Town of Firestone – Parks and Trails

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1,408 sq.ft.	Remove and replace Sidewalk, compact subgrade, dowel into existing concrete at 24", City Mix at 6" depth	\$10.00	\$14,080.00

1935 Blue Mtn Rd.
Longmont, Co 80504

ESTIMATE

ABS Concrete Inc.
Alex Bustillos
(720) 438 - 1818
alejandrobustillos@live.com

DATE: SEPTEMBER 8, 2019

TO Chuck Bradt
Town of Firestone - Parks and Trails

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
274 sq.ft.	Settlers Park - Remove and replace sidewalks, reinforced with rebar, City Concrete Mix	\$10.00	\$2,740.00
300 sq.ft.	Stone Ridge Park - Remove and replace sidewalk, reinforced with rebar, City Concrete Mix	\$10.00	\$3,000.00

1935 Blue Mtn Rd
Longmont Co 80504

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.f.

Discussion/Action

Meeting Date: September 25, 2019

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 19-90: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CHANGE ORDER REGARDING THE TOWN OF FIRESTONE AND PLM ASPHALT AND CONCRETE LLC'S AGREEMENT REGARDING THE WOOSTER AVENUE STREET REPLACEMENT PROJECT

SUMMARY

Public Works has identified replacement of the failing asphalt on a portion of Berwick Avenue and on Farmdale Street on the Overlook subdivision as a priority. A design plan was prepared for the improvements and PLM Asphalt & Concrete, LLC (PLM) was asked to prepare a proposal for the additional work since they would already be working in Old Town on the Wooster Avenue project. Public Works is asking that PLM be allowed to complete the improvements this year to prevent further deterioration and road damage. This Change Order includes the costs for additional materials/labor needed by the contractor in order to properly complete the additional requested work.

Staff is presenting the attached resolution and change order that would allow for the additional work to be completed for consideration and action by the Board.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved a construction contract for replacement of Wooster Avenue with PLM Asphalt & Concrete, LLC at the regular meeting on July 10, 2019.

RECOMMENDATION

Staff recommends the Board of Trustees approve Resolution No. 19-90, a resolution approving Change Order No. 1 to the construction contract for Wooster Avenue Street Replacement Project with PLM Asphalt and Concrete, LLC for an amount not exceed \$127,527.60.

ALTERNATIVES

The Board should choose to postpone the replacement until next year.

ATTACHMENTS

1. Reso 19-90 PLM Asphalt Change Order_Wooster Street Project
2. 0668.0184.10 Memo (CO No. 1)-2019.09.20
3. 0668.0184.10 CO#1
4. Project Exhibit

FINANCIAL CONSIDERATIONS

The 2019 construction budget for Old Town Street Replacement work was \$553,600.00. This change order and the anticipated increased materials testing costs will increase the project to \$558,591.60, approximately \$5,000 over the 2019 Budget.

RESOLUTION NO. 19-90

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING A CHANGE ORDER REGARDING THE TOWN OF
FIRESTONE AND PLM ASPHALT AND CONCRETE LLC'S AGREEMENT
REGARDING THE WOOSTER AVENUE STREET REPLACEMENT PROJECT**

WHEREAS, in the course of PLM Asphalt and Concrete LLC's ("Contractors") performance of work on the Wooster Avenue Street Replacement Project ("Project"), Town staff became aware of pavement concerns regarding Berwick Avenue; and

WHEREAS, through a geo-technical analysis, the Town confirmed that Berwick Avenue is in need of replacement and associated curb and gutter work; and

WHEREAS, Contractor is currently staged within the Town and has the skill and experience to perform such work; and

WHEREAS, staff recommends that, in accordance with Section 6.2 of the Contractor's Agreement with the Town, the Board of Trustees approve a Change Order authorizing the Berwick Avenue work.

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

The Board of Trustees hereby approves the Change Order concerning the Town of Firestone and PLM Asphalt and Concrete LLC's Agreement, and thus authorizes the replacement of Berwick Avenue and associated curb and gutter work, and authorizes the Mayor to execute the Change Order.

INTRODUCED, READ AND ADOPTED this __ day of _____, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney



TO: Ms. Julie Pasillas, Community Resource Director

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

DATE: September 20, 2019

SUBJECT: Wooster Avenue Street Replacement Project Change Order No. 1

PROJECT No.: 0668.0184.10

GL #: 100.8000.1000.000.221

This memo has been prepared to provide supporting documentation for Change Order No. 1 for the Wooster Avenue Street Replacement Project. The original construction contract amount of \$376,704.00 was awarded to PLM Asphalt & Concrete, LLC at the Town Board meeting on July 10, 2019.

Change Order No. 1

Item No. 1 – Additional Work:

Public Works has identified replacement of the failing asphalt on a portion of Berwick Avenue and on Farmdale Street on the Overlook subdivision as a priority. A design plan was prepared for the improvements and PLM Asphalt & Concrete, LLC (PLM) was asked to prepare a proposal for the additional work since they would already be working in Old Town on the Wooster Avenue project. Public Works is asking that PLM be allowed to complete the improvements this year to prevent further deterioration and road damage. This Change Order includes the costs for additional materials/labor needed by the contractor in order to properly complete the additional requested work.

BERWICK AVENUE STREET REPLACEMENT					
Item No.	Description	Unit	Quantity	Unit Price Bid	Total Price Bid
REMOVAL & REPLACEMENT					
28	ASPHALT/CONCRETE SAW-CUT	LF	72	\$2.60	\$187.20
29	ASPHALT REMOVAL	SY	2,970	\$3.30	\$9,801.00
30	CONCRETE REMOVAL	SF	174	\$3.90	\$678.60
	SUBTOTAL				\$10,666.80
EROSION CONTROL & EARTHWORK					
31	ROCK SOCK	EA	3	\$180.00	\$540.00
32	CONCRETE WASHOUT AREA	EA	1	\$805.00	\$805.00
33	STRIP TOPSOIL (4" DEPTH)	CY	5.6	\$45.00	\$252.00

34	CUT	CY	506	\$15.40	\$7,792.40
	SUBTOTAL				\$9,389.40
UTILITIES					
35	ADJUST VALVE BOX	EA	2	\$460.00	\$920.00
36	ADJUST SANITARY SEWER MANHOLE LIDS	EA	4	\$345.00	\$1,380.00
	SUBTOTAL				\$2,300.00
ROADWAY CONSTRUCTION					
37	SUBGRADE PREPARATION- SOIL STERILIZATION	SY	3,021	\$3.65	\$11,026.65
38	HAUL & GRADE RECYCLED ASPHALT MATERIAL (6" DEPTH)	CY	495	\$27.60	\$13,662.00
39	ASPHALT PAVEMENT (4" FULL DEPTH)	SYI	11,880	\$4.35	\$51,678.00
40	6' CROSSPAN	EA	2	\$2,642.00	\$5,284.00
41	CROSSPAN TOE WALL	CY	1.5	\$1,205.00	\$1,807.50
42	CURB RETURN WITH HANDICAP RAMP	EA	1	\$3,237.00	\$3,237.00
	SUBTOTAL				\$86,695.15
MISCELLANEOUS					
43	TRAFFIC CONTROL	LS	1	\$12,095.00	\$12,095.00
44	MOBILIZATION (5%)	LS	1	\$6,381.25	\$6,381.25
	SUBTOTAL				\$18,476.25

TOTAL CONSTRUCTION CHANGE ORDER COST

\$127,527.60

This results in a **\$127,527.60** increase to the project.

Item No. 2 – Change in Contract Time:

This portion of the Change Order reflects the additional time granted in order to complete the project properly due to the scope of the project being increased.

- Change in Substantial completion = November 8, 2019
- Change in Ready for final payment = November 15, 2019

The project budget tracking is summarized below, assuming approvals of Change Order No. 1 and a future cost increase of \$6,000.00 for additional geotechnical materials testing:

DESCRIPTION	2019 BUDGET	CONTRACT AMOUNT	ACTUAL COST	CONTRACT to ACTUAL DIFFERENCE
Wooster Avenue Street Replacement	\$490,160.00	\$504,231.60	\$0.00	\$504,231.60
Materials Testing	\$14,640.00	\$18,160.00	\$2,200.00	\$15,960.00
Construction Engineering	\$48,800.00	\$36,200.00	\$0.00	\$36,200.00
Total Project	\$553,600.00	\$558,591.60	\$2,200.00	\$556,391.60

The total estimated cost impact of Change Order No. 1 would put the Old Town Street Replacement budget line item over by about \$5,000.00 for 2019.

If you have any questions regarding this memo, the budget, or the project in general, please do not hesitate to contact me.

SECTION 00941
CHANGE ORDER

No. 1

Date of Issuance: September 19, 2019

Effective Date: September 26, 2019

Project: Town of Firestone Wooster Avenue Street Replacement Project	Owner: Town of Firestone	Owner's Contract No.: 100.8000.1000.000.221
Contract: Construction Services	Date of Contract: July 10, 2019	
Contractor: PLM Asphalt & Concrete, LLC	Engineer's Project No.: 0668.0184.010	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

See Attached detail.

Attachments (list documents supporting change):

Items No 1 & 2, and design Sheet 15 (Berwick Avenue Site Plan)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:	
Original Contract Price: \$ <u>376,704.00</u>	Original Contract Times: ☐ Working days ☒ Calendar days Substantial completion (days or date): <u>October 18, 2019</u> Ready for final payment (days or date): <u>October 25, 2019</u>	
Increase from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$ <u>0</u>	Increase from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : Substantial completion (days): <u>0</u> Ready for final payment (days): <u>0</u>	
Contract Price prior to this Change Order: \$ <u>376,704.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>October 18, 2019</u> Ready for final payment (days or date): <u>October 25, 2019</u>	
Increase of this Change Order: \$ <u>127,527.60</u>	Increase of this Change Order: Substantial completion (days or date): <u>November 8, 2019</u> Ready for final payment (days or date): <u>November 15, 2019</u>	
Contract Price incorporating this Change Order: \$ <u>504,231.60</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>November 8, 2019</u> Ready for final payment (days or date): <u>November 15, 2019</u>	
RECOMMENDED: By: _____ Engineer (Authorized Signature) Date: _____ Approved by Funding Agency (if applicable): _____	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____ Date: _____	ACCEPTED: By: _____ Contractor (Authorized Signature) Date: _____ Date: _____

DESCRIPTION:

Item No. 1 – NET CHANGE = \$127,527.60

An immediate necessity to address a failing road (Berwick Avenue) came to the forefront of Public Works necessary improvements. A design plan was prepared for the improvements and PLM Asphalt & Concrete, LLC (PLM) was asked to prepare a proposal for the additional work. Public Works is asking PLM to complete the improvements in order to ensure they get completed this year. The change order project line items are shown below.

BERWICK AVENUE STREET REPLACEMENT					
Item No.	Description	Unit	Quantity	Unit Price Bid	Total Price Bid
REMOVAL & REPLACEMENT					
28	ASPHALT/CONCRETE SAW-CUT	LF	72	\$2.60	\$187.20
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30	CONCRETE REMOVAL	SF	174	\$3.90	\$678.60
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31	ROCK SOCK	EA	3	\$180.00	\$540.00
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	SUBTOTAL				\$9,389.40
UTILITIES					
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	SUBTOTAL				\$2,300.00
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37	SUBGRADE PREPARATION- SOIL STERILIZATION	SY	3,021	\$3.65	\$11,026.65
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42	CURB RETURN WITH HANDICAP RAMP	EA	1	\$3,237.00	\$3,237.00
	SUBTOTAL				\$86,695.15
MISCELLANEOUS					
43	TRAFFIC CONTROL	LS	1	\$12,095.00	\$12,095.00
44	MOBILIZATION (5%)	LS	1	\$6,381.25	\$6,381.25
	SUBTOTAL				\$18,476.25

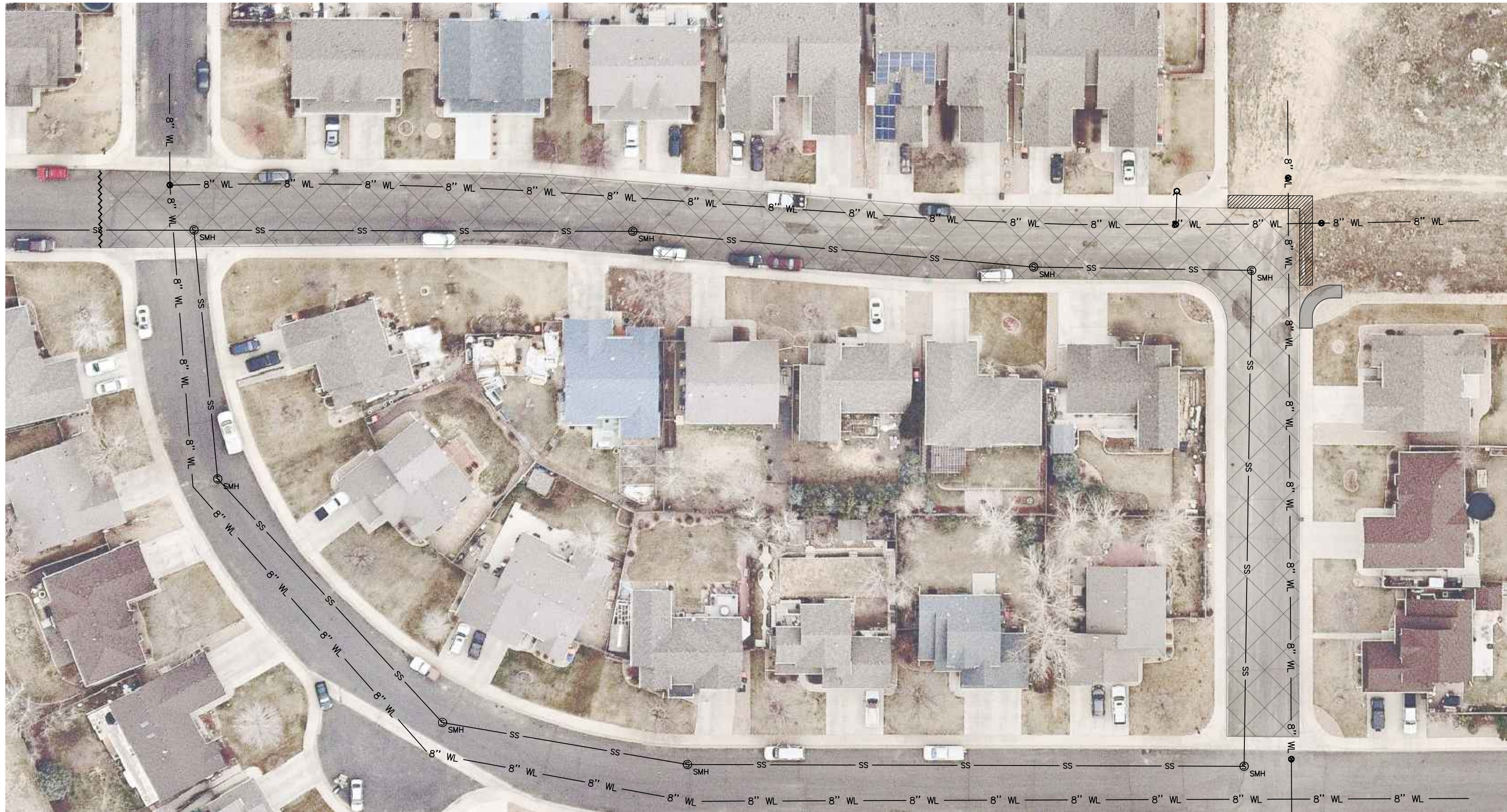
TOTAL CONSTRUCTION CHANGE ORDER COST**\$127,527.60**

Item No. 2 – CHANGE IN CONTRACT TIME

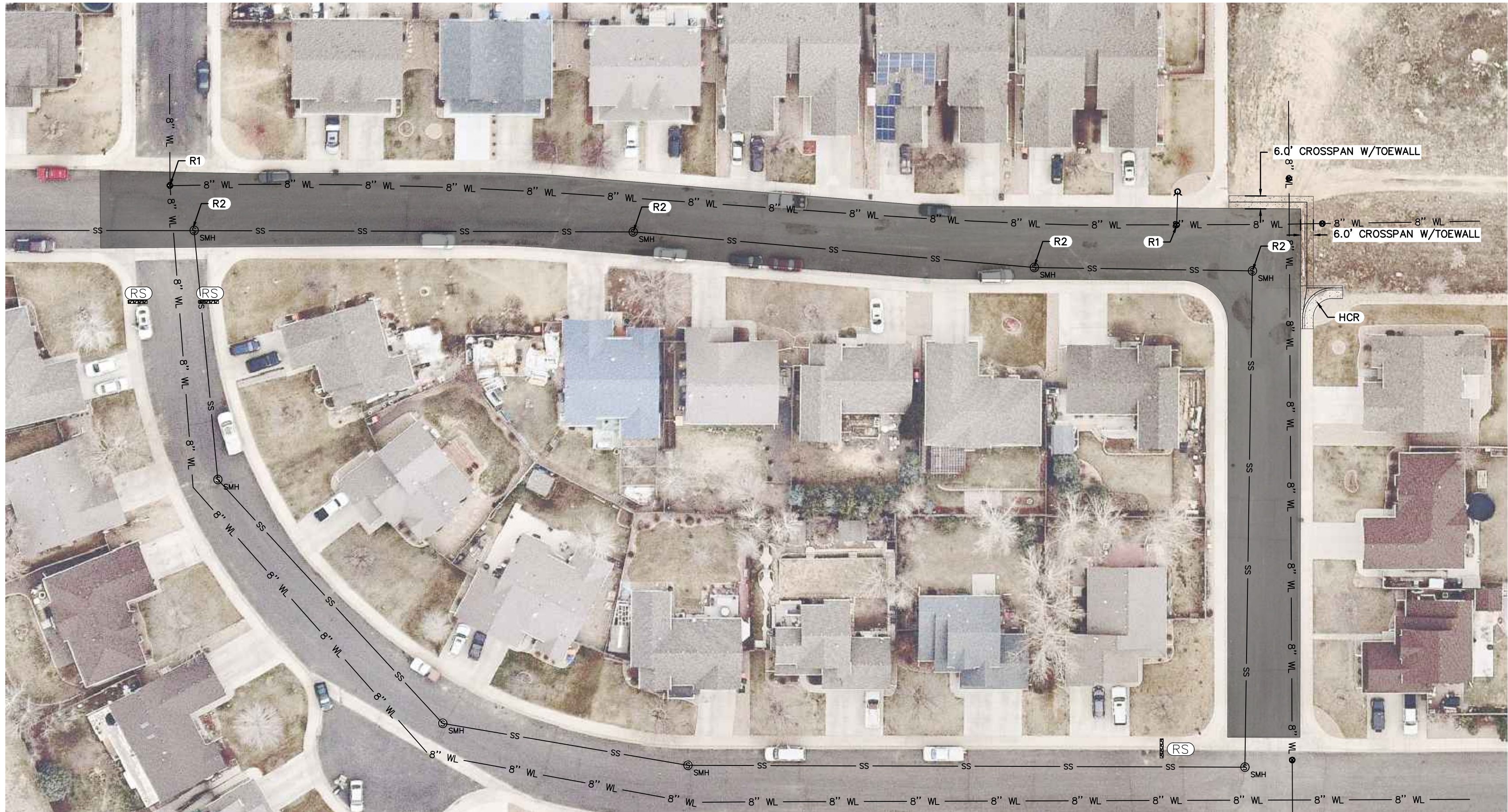
Due to the scope of the project changing and the additional work required, additional time is being granted to the contract's substantial completion date and ready for final payment date.

Change in Substantial completion date = November 8, 2019

Change in Ready for final payment date = November 15, 2019



BERWICK AVENUE REMOVAL PLAN



BERWICK AVENUE REPLACEMENT PLAN

ASPHALT PAVEMENT REMOVAL

ASPHALT REPLACEMENT

STRIP TOPSOIL

HCR

NEW HANDICAP RAMP (SEE DETAIL SHEET 12)

(RS)

ROCK SOCK (PER DETAIL SHEET 13)

ASPHALT / CONCRETE SAWCUT

(R1)

ADJUST VALVE BOX

(R2)

ADJUST SANITARY SEWER MANHOLE LIDS

NOTES

1. CONTRACTOR SHALL PROVIDE TOOLED OR SAWED JOINTS IN ALL SIDEWALK AND CURB & GUTTER REPLACEMENT SECTIONS. THE NEW SIDEWALK AND CURB & GUTTER SECTIONS SHALL MATCH THE EXISTING SIDEWALK AND CURB & GUTTER PROFILE AND PER TOWN OF FIRESTONE SPECIFICATIONS.

2. ANY EXISTING UTILITIES, FENCING, LANDSCAPING, TREES, VEGETATION, IRRIGATION, DRIVEWAYS/ACCESS ROADS, PUBLIC ROADWAYS, ETC. DISTURBED OR REMOVED DURING CONSTRUCTION ACTIVITIES SHALL BE REPLACED TO EXISTING CONDITION BY THE CONTRACTOR.

3. THE CONSTRUCTION AREA SHALL BE WATERED AND MAINTAINED AT ALL TIMES DURING CONSTRUCTION ACTIVITIES TO PREVENT WIND-CAUSED EROSION AND DUST.

4. THE ASPHALT PAVEMENT ADJACENT TO THE CONSTRUCTION AREA SHALL BE SWEEPED AS NEEDED IF IT IS DETERMINED BY THE TOWN THAT SEDIMENT IS BEING TRACKED FROM THE CONSTRUCTION SITE.

5. ALL UTILITIES SHALL BE VERIFIED PRIOR TO THE INSTALLATION OF ANY IMPROVEMENTS. THE CONTRACTOR SHALL NOTIFY THE TOWN ENGINEER OF ANY POTENTIAL CONFLICTS.

6. THE TOWN SHALL PROVIDE STAKING IN ACCORDANCE WITH THE PROJECT MANUAL IN ORDER TO ESTABLISH ROADWAY ALIGNMENT AND SUBGRADE ELEVATIONS.

7. CONTRACTOR SHALL MATCH THE EXISTING CURB, GUTTER AND SIDEWALK IN THE REPLACEMENT SECTIONS. CONTRACTOR SHALL STRAIGHT GRADE ACROSS. REFER TO CONCRETE DOWEL JOINT DETAIL SHEET 12.

6. ST. VRAIN SANITATION DISTRICT WILL PROVIDE THE CONTRACTOR WITH NEW SANITARY SEWER MANHOLE RIMS AND COVERS FOR THE PROJECT. THEY WILL BE DELIVERED TO THE STAGING AREA NEXT TO TOWN HALL. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE AND DISPOSE OF THE EXISTING RIMS AND COVERS. METAL SHIMS ARE ACCEPTABLE FOR SANITARY SEWER MANHOLE ADJUSTMENTS. RAM-NEK WILL BE REQUIRED BETWEEN EACH GRADE RING AND BETWEEN THE GRADE RING AND COVER.

CROSSSPAN TOEWALL DETAIL

STANDARD CROSSSPAN PER
DETAIL SHEET 12

CONTRACTOR TO INSTALL
CONCRETE TOEWALL
AGAINST IN-SITU SOIL, NOT
TO BE OVEREXCAVATED

PAVEMENT SECTION

2" TOP MAT
2"

6" RECYCLED ASPHALT

SX-PG 64-22/2"

SX-PG 64-22/2"

N

0

40

80

scale 1" = 40' feet

FIRESTONE

A COMMUNITY IN MOTION

CALL THE UTILITY NOTIFICATION CENTER OF COLORADO

3 DAYS BEFORE YOU DIG
811 OR 1-800-922-1987
www.UNCC.org

FILE NAME:
0668.0184.10_SITE PLAN

DESIGNED:
LJG

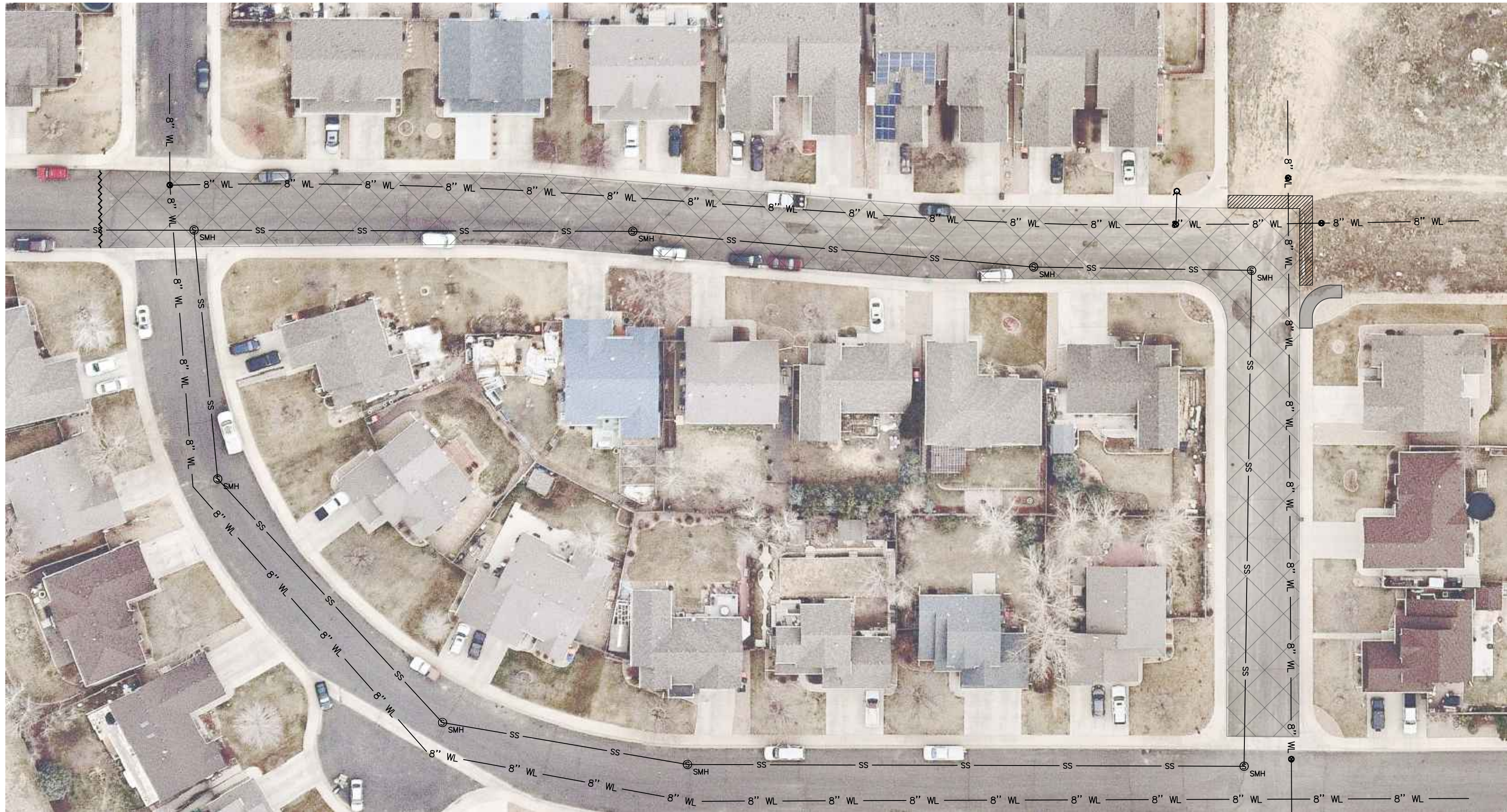
CHECKED:
DBL

JOB NO:
0668.0184.08

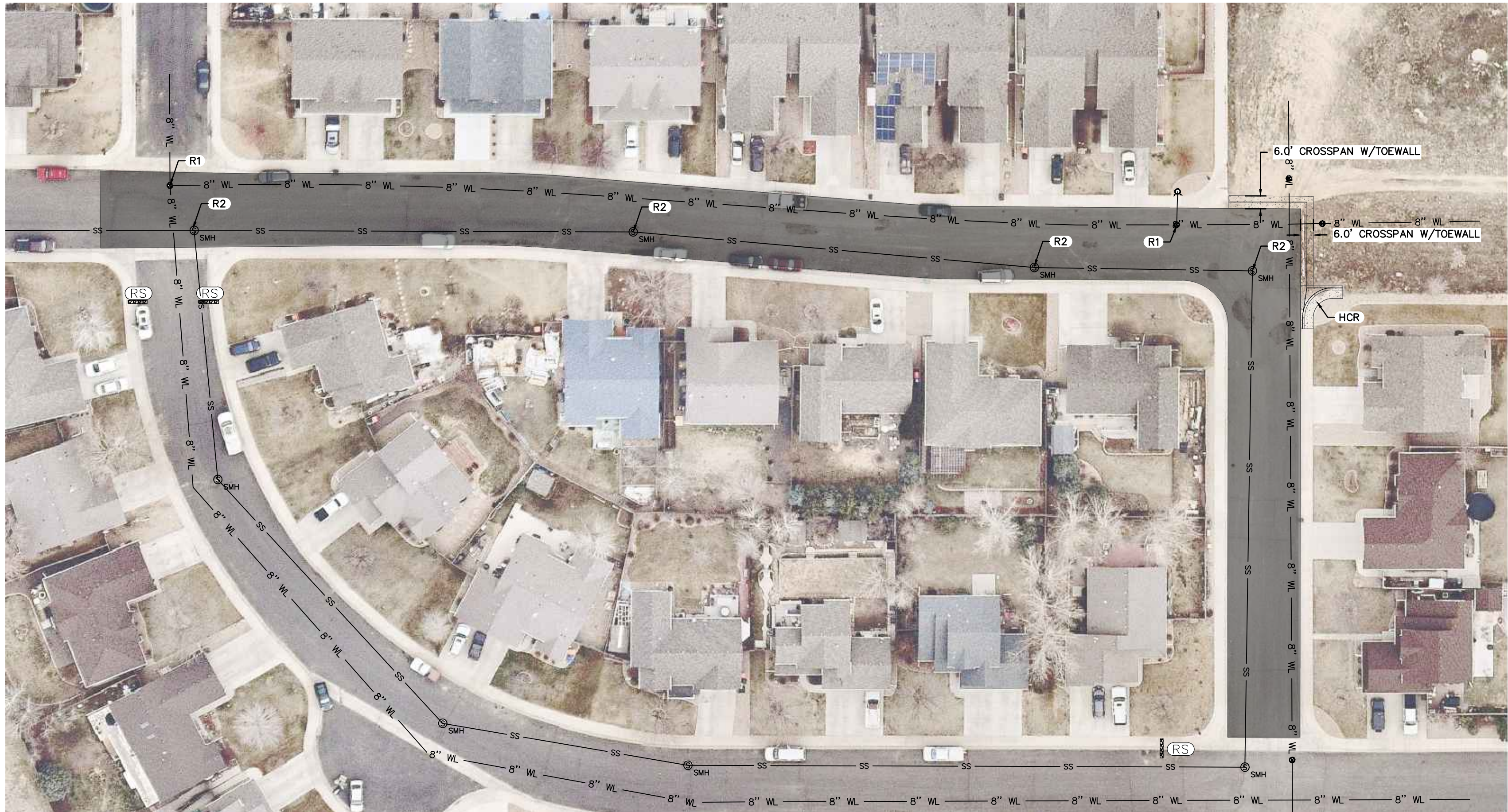
SCALE:
1"=40'

DATE:
JUNE 2019

SHEET:
15 OF 15



BERWICK AVENUE REMOVAL PLAN



BERWICK AVENUE REPLACEMENT PLAN

ASPHALT PAVEMENT REMOVAL

ASPHALT REPLACEMENT

STRIP TOPSOIL

HCR

NEW HANDICAP RAMP (SEE DETAIL SHEET 12)

(RS)

ROCK SOCK (PER DETAIL SHEET 13)

ASPHALT / CONCRETE SAWCUT

(R1)

ADJUST VALVE BOX

(R2)

ADJUST SANITARY SEWER MANHOLE LIDS

NOTES

1. CONTRACTOR SHALL PROVIDE TOOLED OR SAWED JOINTS IN ALL SIDEWALK AND CURB & GUTTER REPLACEMENT SECTIONS. THE NEW SIDEWALK AND CURB & GUTTER SECTIONS SHALL MATCH THE EXISTING SIDEWALK AND CURB & GUTTER PROFILE AND PER TOWN OF FIRESTONE SPECIFICATIONS.

2. ANY EXISTING UTILITIES, FENCING, LANDSCAPING, TREES, VEGETATION, IRRIGATION, DRIVEWAYS/ACCESS ROADS, PUBLIC ROADWAYS, ETC. DISTURBED OR REMOVED DURING CONSTRUCTION ACTIVITIES SHALL BE REPLACED TO EXISTING CONDITION BY THE CONTRACTOR.

3. THE CONSTRUCTION AREA SHALL BE WATERED AND MAINTAINED AT ALL TIMES DURING CONSTRUCTION ACTIVITIES TO PREVENT WIND-CAUSED EROSION AND DUST.

4. THE ASPHALT PAVEMENT ADJACENT TO THE CONSTRUCTION AREA SHALL BE SWEEPED AS NEEDED IF IT IS DETERMINED BY THE TOWN THAT SEDIMENT IS BEING TRACKED FROM THE CONSTRUCTION SITE.

5. ALL UTILITIES SHALL BE VERIFIED PRIOR TO THE INSTALLATION OF ANY IMPROVEMENTS. THE CONTRACTOR SHALL NOTIFY THE TOWN ENGINEER OF ANY POTENTIAL CONFLICTS.

6. THE TOWN SHALL PROVIDE STAKING IN ACCORDANCE WITH THE PROJECT MANUAL IN ORDER TO ESTABLISH ROADWAY ALIGNMENT AND SUBGRADE ELEVATIONS.

7. CONTRACTOR SHALL MATCH THE EXISTING CURB, GUTTER AND SIDEWALK IN THE REPLACEMENT SECTIONS. CONTRACTOR SHALL STRAIGHT GRADE ACROSS. REFER TO CONCRETE DOWEL JOINT DETAIL SHEET 12.

6. ST. VRAIN SANITATION DISTRICT WILL PROVIDE THE CONTRACTOR WITH NEW SANITARY SEWER MANHOLE RIMS AND COVERS FOR THE PROJECT. THEY WILL BE DELIVERED TO THE STAGING AREA NEXT TO TOWN HALL. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE AND DISPOSE OF THE EXISTING RIMS AND COVERS. METAL SHIMS ARE ACCEPTABLE FOR SANITARY SEWER MANHOLE ADJUSTMENTS. RAM-NEK WILL BE REQUIRED BETWEEN EACH GRADE RING AND BETWEEN THE GRADE RING AND COVER.

CROSSSPAN TOEWALL DETAIL

STANDARD CROSSSPAN PER
DETAIL SHEET 12

CONTRACTOR TO INSTALL
CONCRETE TOEWALL
AGAINST IN-SITU SOIL, NOT
TO BE OVEREXCAVATED

PAVEMENT SECTION

2" TOP MAT
2"

6" RECYCLED ASPHALT

SX-PG 64-22/2"

SX-PG 64-22/2"

N

0

40

80

scale 1" = 40' feet

FIRESTONE

A COMMUNITY IN MOTION

CALL THE UTILITY NOTIFICATION CENTER OF COLORADO

3 DAYS BEFORE YOU DIG
811 OR 1-800-922-1987
www.UNCC.org

FILE NAME:
0668.0184.10_SITE PLAN

DESIGNED:
LJG

CHECKED:
DBL

JOB NO:
0668.0184.08

SCALE:
1"=40'

DATE:
JUNE 2019

SHEET:
15 OF 15

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 9.a.

Liquor License Authority

Meeting Date: September 25, 2019

Initiated By: Leah Vanarsdall

Dept: Legal

AGENDA TITLE

Resolution 19-01: A RESOLUTION OF THE TOWN OF FIRESTONE, COLORADO, LOCAL LICENSING AUTHORITY ADOPTING AN APPLICATION RENEWAL AND LICENSING FEE SCHEDULE AND ESTABLISHING THE NEIGHBORHOOD.

SUMMARY

Local Licensing Authority annual license, application, renewal and other licensing fees are set forth in C.R.S. 44-3-505.

The Local Licensing Authority is responsible for determining the 'neighborhood' which it must consider in terms of the needs and desires of licensing areas within the Town, amended as necessary.

HISTORY AND PREVIOUS BOARD ACTION

N/A

RECOMMENDATION

To Approve **Resolution 19-01:** A RESOLUTION OF THE TOWN OF FIRESTONE, COLORADO, LOCAL LICENSING AUTHORITY ADOPTING AN APPLICATION RENEWAL AND LICENSING FEE SCHEDULE AND ESTABLISHING THE NEIGHBORHOOD

ALTERNATIVES

Board to give Staff Further Direction

ATTACHMENTS

1. 9a - Reso 19-01 LLA Establishing Neighborhood

FINANCIAL CONSIDERATIONS

N/A

RESOLUTION 19-01

**A RESOLUTION OF THE TOWN OF FIRESTONE, COLORADO,
LOCAL LICENSING AUTHORITY ADOPTING AN APPLICATION
RENEWAL AND LICENSING FEE SCHEDULE AND ESTABLISHING
THE NEIGHBORHOOD**

WHEREAS, local licensing authority annual license, application, renewal and other licensing fees are set forth in C.R.S. Section 44-3-505; and

WHEREAS, in accordance with Colorado law, the local licensing authority is responsible for determining the “neighborhood,” which the Local Licensing Authority must consider in terms of the needs and desires of its adult inhabitants in deciding whether or not to grant a license.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF FIRESTONE COLORADO, LOCAL LICENSING AUTHORITY that:

Section 1. The Local Licensing Authority, finding that such fees are necessary to cover the actual and necessary expenses, hereby adopts as its application, renewal, and other licensing fees the amounts set forth in C.R.S. Section 44-3-505(4)(a), as same may be amended from time to time.

Section 2. The Local Licensing Authority does hereby establish the “neighborhood” for consideration of a license application, as set forth in C.R.S. Section 44-3-312, as a ½ mile radius from the site of the proposed establishment.

INTRODUCED, READ AND ADOPTED this 25th day of September, 2019.

TOWN OF FIRESTONE, COLORADO
LOCAL LICENSING AUTHORITY

Bobbi Sindelar, Chair

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

FIRESTONE SUMMARY OF CASH & INVESTMENTS

August 2019	DATE	MATURITY	BALANCE
Cash & Investments			
Deposit Accounts:			
1st Bank			
Checking Account (rate allowed to offset monthly fees only)	Liquid	\$	1,403,216
Court Account	Liquid		924
Savings Account	Liquid		1,967,289
Xpress BillPay Deposit Account	Liquid		502,759
Adams Bank & Trust			
Deposit Account	Liquid		44,173
Petty Cash on Hand			
	Liquid		1,490
TOTAL Deposit Accounts and Cash			\$ 3,919,850
Restricted Deposit Accounts:			
ColoTrust Plus - Money Mkt/Daily Pooled Investment Accts			
UMB - COPS 2018 Construction Fund	Liquid		1,323,741
UMB - COPS 2018 Reserve Fund	Liquid		1,005,167
CSAFE - Money Mkt/Daily Pooled Investment Accts			
UMB-COPS 2019 Construction Fund	Liquid		4,018,442
TOTAL Restricted Deposit Accounts			6,347,349
Money Market Accounts:			
C-SAFE - Money Mkt/Daily Pooled Investment Accts			
<i>Pooled Investment Account - AAAM</i>			
Operations (unrestricted Town assets)			
Liquid Assets	daily	Liquid	20,374,042
Developer Bonds (restricted assets)			
Liquid Assets	daily	Liquid	202,132
Urban Renewal Authority (restricted assets)			
Liquid Assets	daily	Liquid	5,911,609
Conservation Trust Fund (restricted Town assets)			
Liquid Assets	daily	Liquid	452,298
2019 COPS			
Liquid Assets	daily	Liquid	1,507,069
Adams Bank & Trust ICS Savings			
	daily	Liquid	4,845,817
Total Money Market Assets			33,292,967
Cash & Investments			\$ 43,560,166
Certificates of Deposit			
Certificates of Deposit:			
JP Morgan Chase			
CD 48126XCR4 (Sigma GTR-034238)	Purchase 8/31/2016	Maturity 8/31/2021	245,000
TOTAL Certificates of Deposit			245,000
Certificates of Deposit			\$ 245,000
TOTAL ALL FUNDS			\$ 43,805,166

Hours/Units/Types Summary

PC	Title	Hours	Net Type	Amount	Info Type	Amount
1-00	Regular Pay	4,755.00	Direct Deposit Net	348,208.38	Informational	0.00
2-00	Overtime Pay	78.25	Net	0.00	Fringe Benefits	1642.08
3-00	Paid Time Off & EIB	643.50				
5-00	Call Outs	28.00				
7-00	Holiday, Holiday Worked	10.00				
8-10	PD Grant/Contracts	14.00				
8-00	Miscellaneous Pay	221.50				
9-01	Comp Time Earned	0.00				
9-02	Comp Time Used	0.00				
Grand Totals:		5,750.25		348,208.38		1642.08

Pay Code Totals - Employee

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
1-01	Regular Pay	436,441.02	8-13	Military Leave	0.00	61-11	FSA- Limited Purpose	-208.32
1-03	Mayor/Trustee	2,000.00	9-02	Comp Time	0.00	61-12	FSA - Medical	-839.14
1-04	Temporary	456.00	21-00	Cell Phone Stipend	275.00	63-00	Vision	-272.00
2-00	Overtime	9,820.28	30-04	Life Ins > 50k	1,642.08	64-01	Voluntary/Ad Life	-863.10
3-01	PTO	32,627.42	40-00	401k - PERA	-400.00	64-03	Child Life	-35.20
3-10	Contract PTO	0.00	50-01	FPPA 457	-200.00	64-04	Spouse Life	-257.90
4-00	EIB	0.00	50-02	FPPA PD Pension	-17,941.90	64-99	Accident Insurance	-544.02
5-01	Call Outs	434.38	50-03	FPPA ROTH	-1,672.96	70-01	Misc Deduction	0.00
5-02	PD Call Outs	448.98	51-01	PERA	-23,316.98	70-02	Child Support	-837.50
7-01	Holiday	358.10	51-02	PERA+457	-752.76	70-03	Garnishment	-641.97
7-02	Holiday Work SW	0.00	51-03	PERA Life	-77.50	70-04	Equipment	-720.50
7-03	Holiday Work NSW	0.00	60-00	Health Insurance	-12,970.08	74-00	Soc Sec	-836.48
8-01	Misc Pay	0.00	61-01	HSA3500	-2,211.68	75-00	Medicare	-7,041.96
8-04	Bereavement	552.03	61-02	HSA7000	-6,406.66	76-00	FWT	-41,315.03
8-07	LTD Reimb	805.00	62-00	Dental Insurance	-796.28	77-00	SWT	-15,501.00
8-10	PD Grant	876.10	61-10	FSA- Dependent Care	-225.01	86-00	Dir Deposit	348,208.38

Pay Code Totals - Employer

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
50-02	FPPA - Polic	13,670.02	61-01	HSA3500	950.00	91-00	Long Term Disability	1,638.10
51-01	PERA	39,930.28	61-02	HSA7000	3,400.00	92-00	Short Term Disability	1,643.29
51-04	PERA AED/SAED	498.08	62-00	Dental Insurance	4,747.05	93-00	Police Pension	4,784.47
52-01	ICMA 401a	13,000.00	63-00	Vision Insurance	738.02	94-00	Basic Life & AD&D	1,143.86
52-02	ICMA 457b	7,269.21	74-00	Social Security	836.48	95-01	Employee Asst Plan	541.16
60-00	Health Insurance	62,639.71	75-00	Medicare	7,041.96	98-00	State Unemployment	1,446.05

Name	Total Paid
Total 4 RIVERS EQUIPMENT, LLC:	10,715.75
Total ACCENT BRANDING SOLUTIONS:	1,525.88
Total ACE HARDWARE OF FIRESTONE:	1,077.14
Total ACUITY, LLC:	22,437.75
Total ADAMSON POLICE PRODUCTS:	1,506.10
Total Adcon Signs, Inc:	5,992.50
Total ADVANCED URGENT CARE & OCCUPATIONAL MED:	55.00
Total AGFINITY-MEAD:	1,291.00
Total AIMS JUNIOR COLLEGE DISTRICT:	12.95
Total AIR SCIENCE USA LLC:	5,296.50
Total ALAN PLUMMER AND ASSOCIATES, INC:	23,761.71
Total ALBERTSONS/SAFEWAY, INC.:	131.99
Total ALLY BANK:	16,208.26
Total ALPHA TECH PET, INC:	1,028.00
Total AMAZON:	2,787.98
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total AMERICAN DISPOSAL SERVICES OF COLORADO:	79.70
Total ANFEALD, LLC:	5,695.73
Total ANIMAL CARE EQUIPMENT & SERVICES INC:	114.05
Total ANTHEM BLUE CROSS AND BLUE SHIELD:	162,028.91
Total ANYTIME FITNESS:	177.50
Total APEX SHREDDING, INC.:	160.00
Total ASPHALT SPECIALTIES CO., INC.:	3,338.79
Total ASPHALT SPECIALTIES-HENDERSON:	1,131.48
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total B K TIRE, INC:	125.97
Total BAREFOOT RESIDENTIAL LLC:	117.22
Total Black Hills Energy:	208.29
Total BLASTER BOUNCER DENVER, INC:	2,590.00
Total BOBCAT OF THE ROCKIES:	64,910.30
Total BOW WOW PET WASTE PRODUCTS:	721.52
Total BROWNSTEIN HYATT FARBER SCHRECK:	15,578.61
Total BUDGET CONFERENCING:	250.46
Total CalAtlantic Group:	33.47
Total CARBON VALLEY HEATING AND AIR, INC:	1,142.51
Total CARBON VALLEY RECREATION DISTRICT-FURA:	4,595.64
Total CARBON VALLEY TREE CARE:	800.00
Total CASELLE, INC.:	3,988.00
Total CENTRAL COLORADO WATER CONSV DSTR (FURA):	4.86

Name	Total Paid
Total CENTRAL COLORADO WATER SUBDISTRICT (FURA):	8.63
Total CENTRAL WELD COUNTY WATER DISTRICT:	33.20
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	80,483.44
Total CENTRAL WELD COUNTY WATER DISTRICT-TAPS:	52,900.00
Total CENTURY LINK:	1,151.11
Total CESARE, INC:	2,000.00
Total CHEMATOX LABORATORY INC:	28.00
Total CHIEF LAW ENFORCEMENT SUPPLY:	1,011.13
Total CHRISTINE FLEETWOOD:	150.00
Total CINTAS FIRST AID & SAFETY:	371.58
Total CIRSA:	413.95
Total CIVIC PLUS, INC:	750.00
Total CIVILARTS, INC:	4,565.00
Total CLARKE MOSQUITO CONTROL PRODUC, INC:	266.41
Total CLEAR WATER SOLUTIONS, INC:	6,964.37
Total CMCA - SET REMIT ADDRESS:	550.00
Total COALRIDGE ANIMAL HOSPITAL, INC:	192.66
Total COLORADO CIVIL GROUP INC.:	77,518.65
Total COLORADO DEPARTMENT OF AGRICULTURE:	40.00
Total COLORADO MATERIALS, INC:	1,835.90
Total COLORADO PRINT CONNECTIONS, INC:	138.17
Total COMCAST CABLE -0310188 - SEATTLE:	413.98
Total COMCAST CABLE-0319130- CALIFORNIA:	619.18
Total COMCAST-PHILADELPHIA:	3,255.60
Total COTTONWOOD HOLLOW COMMERCIAL METRO DISTR:	2,318.10
Total Cottonwood Hollow Residential Metro Dist:	2,910.26
Total CREATIVE MAP SOLUTIONS, LLC:	2,075.00
Total DANA KEPNER COMPANY, INC.:	17,559.42
Total DBC IRRIGATION SUPPLY:	1,497.13
Total DEFALCO CONSTRUCTION:	2,979.32
Total DELTA DENTAL OF COLORADO, INC:	16,166.39
Total DIGITAL DATA SERVICES, INC:	11,391.00
Total DOLLAMUR SPORTS SURFACES:	4,688.92
Total E&G Terminal, Inc:	101.74
Total EASYCHAIR MEDIA:	2,995.00
Total ELDORADO ARTESIAN SPRINGS, INC.:	48.90
Total ELIZABETH MCCUMBER WILBERGER:	450.00
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	2,443.43
Total ENVIROTECH SERVICES, INC.:	6,953.55

Name	Total Paid
Total EWING AUTO PARTS, INC.:	569.43
Total EXTREME EVENT PRODUCTIONS:	350.00
Total FACTORY MOTOR PARTS CO.:	87.51
Total FASTENAL COMPANY:	230.58
Total FCI CONSTRUCTORS, INC:	2,359,077.19
Total FERGUSON WATERWORKS #1116:	260.00
Total FIDELITY NATIONAL TITLE-DENVER:	127.88
Total FIRST AMERICAN TITLE INSURANCE COMPANY-E:	44.10
Total FIRSTBANK:	20,540.71
Total FISCAL FOCUS PARTNERS, LLC:	10,550.00
Total FREDERICK-FIRESTONE FIRE-FURA:	11,350.61
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	579.50
Total FRONT RANGE PORTABLE RESTROOMS, LLC:	650.00
Total FRONTIER BUSINESS PRODUCTS:	2,562.49
Total FRONTIER COMMUNICATIONS CORP (LEASE):	221.89
Total FRONTIER COMPUTER CORP.:	19,847.38
Total G & G EQUIPMENT INC:	1,338.92
Total GOLF & SPORT SOLUTIONS:	1,664.41
Total GRAINGER:	2,196.34
Total GRAVES CONSULTING LLC:	3,500.00
Total GREAT AMERICAN COFFEE/PUREWATER DYNAMICS:	368.19
Total GREEN GIRL RECYCLING SERVICES:	269.50
Total GREEN MILL SPORTSMAN'S CLUB, INC:	300.00
Total GUARDIAN TITLE-DENVER:	9.81
Total HARDLINE EQUIPMENT LLC:	1,769.00
Total HERITAGE TITLE-DENVER:	59.59
Total High Plains Library District - FURA:	3,249.29
Total HIGH PLAINS RACEWAY:	1,000.00
Total HIGHWAY 119 METRO DISTRICT #2:	532.13
Total HOFMEISTER CREATIVE, LLC:	2,775.00
Total HOME DEPOT CREDIT SERVICES:	3,462.47
Total INTERSTATE BATTERY OF THE ROCKIES:	537.80
Total INTERSTATE FORD:	455.51
Total INTERWEST SAFETY SUPPLY, INC.:	7,038.57
Total JAYHAWK TRAILERS INC:	5,800.00
Total JOHNSON AUTO PLAZA:	278.52
Total KATHLEEN A. OATIS:	1,250.00
Total KG CLEAN, INC:	1,706.50
Total KIMBALL MIDWEST:	37.76

Name	Total Paid
Total KINSCO, LLC:	52.17
Total KRISTA LYNN KUHN:	400.00
Total KS STATE BANK:	33,367.00
Total L&R MANUFACTURING COMPANY:	13,926.00
Total L. L. JOHNSON DISTRIBUTING CO.:	24.40
Total L.A.W.S.:	18,885.25
Total LAND TITLE-DENVER-2:	52.40
Total LANGUAGE NEXUS, INC:	200.00
Total LAWRENCE JONES CUSTER GRASMICK, LLP:	10,162.08
Total LEGEND FITNESS:	29,745.51
Total LEONARD RICE ENGINEERS, INC:	45,788.10
Total LIFE STORIES:	250.00
Total LITTLE THOMPSON WATER DISTRICT:	4,378.28
Total LONGMONT FORD, INC:	465.50
Total LONGMONT HUMANE SOCIETY:	1,083.33
Total LONGMONT OUTDOOR POWER EQUIPMENT:	74.97
Total MAIN STREET MAT COMPANY, INC:	760.93
Total MATCO TOOLS:	2,314.75
Total MCDONALD FARMS ENTERPRISES, INC:	1,460.00
Total MCI:	51.25
Total MESIROW INSURANCE SERVICES, INC:	1,500.00
Total MISC VENDOR:	1,802.22
Total MUTUAL OF OMAHA INSURANCE CO:	12,472.98
Total NCSI:	37.00
Total NEIGHBORS POINT METRO DISTRICT:	92.18
Total NORTHERN COLORADO CRIME STOPPERS:	250.00
Total Northern Colorado Water Cons. Dist.-FURA:	999.16
Total NORTHERN COLORADO WATER CONSERVANCY DIST:	949.20
Total NP125 Metropolitan District - FURA:	18,131.70
Total OFFICE DEPOT INC:	390.70
Total OFFICESCAPES OF DENVER LLLP:	33,089.02
Total O'REILLY AUTO PARTS:	1,494.23
Total ORKIN PEST CONTROL, INC:	265.05
Total PAUL D. BASSO:	2,000.00
Total PITNEY BOWES INC:	113.02
Total PRAIRIE MOUNTAIN PUBLISHING:	225.62
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	266.00
Total REDNECK TRAILER SUPPLY:	58.19
Total RESTITUTION / COURT REFUNDS:	50.00

Name	Total Paid
Total RHINEHART OIL CO, INC:	738.97
Total RIPTIDE CAR & PET WASH:	383.25
Total ROAD SAFE TRAFFIC SYSTEMS:	70.00
Total ROTH SHEPPARD ARCHITECTS, LLP:	64,855.04
Total RPS PLAN ADMINISTRATORS / 24 HOUR FLEX:	291.95
Total RURAL DITCH COMPANY:	430.00
Total S & B PORTA-BOWL RESTROOMS, INC:	591.00
Total SAFE BUILT COLORADO INC:	59,702.26
Total SAFETY AND CONSTRUCTION SUPPLY INC:	1,764.00
Total SAM'S CLUB - VENDOR:	113.40
Total SHERWIN WILLIAMS CO.:	336.71
Total ST VRAIN SANITATION DISTRICT:	111.53
Total ST VRAIN VALLEY SCHOOL DIST RE-1J:	11,667.25
Total St. Vrain & Left Hand Water Conservancy:	17.90
Total ST. VRAIN LAKES METRO DISTRICT #2 - FURA:	6,549.72
Total St. Vrain Sanitation District - FURA:	516.36
Total STEVE BALCEROVICH:	1,250.00
Total SULLIVAN SEPTIC:	500.00
Total SYMBOL ARTS:	2,799.75
Total TERRACON CONSULTANTS INC:	1,130.00
Total THE SPRINGS METROPOLITAN DISTRICT:	86.27
Total THK ASSOCIATES, INC.:	1,431.08
Total THOMSON REUTERS-WEST:	147.00
Total TI TRAINING LE, LLC:	31,900.00
Total TIMBERLAN, INC:	25,609.75
Total Title One of Colorado:	83.10
Total Toilet Rebates:	150.00
Total TRACTOR SUPPLY COMPANY:	865.90
Total TRAFFIC SIGNAL CONTROLS, INC:	495.00
Total TRANSWEST TRUCK TRAILER RV:	114.03
Total TRIDENT SECURITY SYSTEMS INC:	300.00
Total TW PROMOTIONS, INC:	3,274.19
Total UME CUSTOM EMBROIDERY:	1,971.55
Total UNITED POWER:	18,490.50
Total UNITED STATES TREASURY:	313.69
Total UTILITY REFUNDS -1:	231.17
Total VALLI INFORMATION SYSTEMS:	5,171.24
Total VAN DIEST SUPPLY COMPANY:	2,220.10
Total VANCE BROTHERS INC:	3,088.00

Name	Total Paid
Total VARRA COMPANIES:	798.00
Total VERIZON WIRELESS:	5,308.21
Total VISION GRAPHICS INCORPORATED:	1,784.97
Total VISION SERVICE PLAN - VSP:	1,546.55
Total WAGNER WELDING SUPPLY CO.:	102.19
Total WASTE CONNECTIONS OF COLORADO INC:	350.20
Total WELD COUNTY ACCOUNTING DEPARTMENT:	561.80
Total WELD COUNTY ACCOUNTING DEPT.-FURA:	7,512.76
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	2,056.00
Total WEX BANK:	14,937.73
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	3,434.56
Total WICKHAM TRACTOR CO, Inc:	299.90
Total WILLIAMSON & HAYASHI, LLC:	15,799.00
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	468.00
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	1,823.06
Grand Totals:	3,684,082.00