



BOARD OF TRUSTEES
REGULAR MEETING AGENDA

December 11, 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 November 20, 2019 BOT Special Meeting Minutes
 - 5.b.** Approval of December 4, 2019 BOT Special Meeting Minutes
 - 5.c.** **Resolution 19-102:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PRESCRIBING WATER RATES, FEES, TOLLS AND CHARGES FOR THE TOWN OF FIRESTONE, COLORADO.
 - 5.d.** **Resolution 19-105:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES CONTRACT MASTER SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND LEONARD RICE CONSULTING WATER ENGINEERS, INC.
 - 5.e.** **Resolution 19-106:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND PLUMMER ASSOCIATES, INC., REGARDING THE WATER TREATMENT PLANT PROJECT

* 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.

5.f. Resolution 19-109: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING AND APPROVING A MASTER USE AGREEMENT AND SUPPLEMENTAL SITE LICENSE AGREEMENT WITH UNITE PRIVATE NETWORKS REGARDING THE INSTALLATION AND OPERATION OF A FIBER OPTIC NETWORK AND RELATED EQUIPMENT IN TOWN CONTROLLED RIGHTS OF WAY.

5.g. Resolution 19-112 - A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPOINTING JESSICA KOENIG AS TOWN CLERK

6. Presentation

6.a. Town Clerk Swearing In - Judge Basso

6.b. Frederick Firestone Fire Protection District 3rd Quarter Service Report

6.c. Broadband RFP

7. Public Hearing

7.a. Resolution 19-104: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO AN EXISTING FINAL DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY LOCATED AT LOT 3, DEL CAMINO JUNCTION BUSINESS PARK FIFTH MINOR PLAT

7.b. Ordinance 961: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTION 16-12-8.C OF THE TOWN OF FIRESTONE DEVELOPMENT REGULATIONS PERTAINING TO ARTIFICIAL TURF LANDSCAPING OF SINGLE-FAMILY RESIDENTIAL LOTS

8. Discussion/Action

8.a. Resolution 19-107: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, FOR SUPPLEMENTAL BUDGET AND APPROPRIATIONS FOR THE 2019 BUDGET YEAR.

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- 8.b. **Resolution 19-103:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, LEVYING GENERAL PROPERTY TAXES FOR THE 2019 TAX YEAR, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF FIRESTONE, COLORADO FOR THE 2020 BUDGET YEAR.
- 8.c. **Resolution 19-110:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND SEACHANGE FOR PRINTING & MAILING SERVICES FOR THE APRIL 2020 MUNICIPAL ELECTION
- 8.d. **Resolution 19-111:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ES&S FOR ELECTION SYSTEMS & SOFTWARE SUPPORT THE APRIL 2020 MUNICIPAL ELECTION

8.e. Quasi-Judicial/Legislative List - Accepted Development Review Applications

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

10. Reports

10.a. Staff

10.b. Mayor

10.c. Trustees

11. Executive Session

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.

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

1. Call to Order & Roll Call

The of the Town of Firestone met for a Special Meeting on November 20, 2019, at the Town Hall, 151 Grant Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 07:10 PM

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar

Mayor Pro-tem: Drew Peterson

Trustees: Don Conyac
George Heath – absent excused
Samantha Meiring - absent excused
Frank A. Jimenez
Doug Sharp

Staff: **Present:** Jan Sloat, Director of Human Resources; Dave Lindsay, Engineer; Paula Mehle, Director of FURA & Economic Development; Matt Thompson, Senior Planner; Matt Wiederspahn, Town Engineer; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Todd Bjerkaas, Director of Planning; Marty Ostholthoff, Planning Manager; David Montgomery, Chief of Police; Lisa Bartley, Acting Town Clerk; AJ Krieger, Town Manager; & William Hayashi, Town Attorney

2. Pledge of Allegiance

The pledge was led by Mayor Sindelar

3. Approval of Agenda

Motion by Trustee Jimenez, **second** by Trustee Sharp, to approve the Agenda and move the Public Hearing to follow Discussion/Action

Roll Call Vote:

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

Motion carried.

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

Scott Carter with Santa Cops presented a check to the Firestone Santa Cops.

5. Consent Agenda

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

Roll Call Vote:

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

Motion carried

5.a. Approval of October 9, 2019 BOT Regular Meeting Minutes

5.b. **Resolution 19-95:** A RESOLUTION OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE RECORDING PERIOD FOR A FINAL PLAT AND FINAL DEVELOPMENT PLAN FOR BAREFOOT LAKES FILING NO. 1, 3RD REPLAT

5.c. **Resolution 19-96:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND CONSILIUM COLORADO, LLC, FOR ASSESSMENT OF THE OFFICE OF TOWN CLERK AND ASSISTANCE TO THE OFFICE FOR THE APRIL 2020 MUNICIPAL ELECTION

5.d. **Resolution 19-97:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING THE TEMPORARY SUSPENSION OF ENFORCEMENT OF SECTIONS 3.08.090 THROUGH 3.08.140 OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO SALES TAX LICENSES

5.e. **Ordinance 962:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PROVIDING FOR A 12-MONTH MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR, AND THE ISSUANCE OF, ANY MOBILE HOME PARK PERMITS FOR MOBILE HOME DEVELOPMENTS, AS WELL AS THE ACCEPTANCE AND PROCESSING OF ANY APPLICATIONS FOR DEVELOPMENT OF ANY KIND THAT, IF GRANTED, COULD RESULT IN MOBILE HOME PARK OR MANUFACTURED HOUSING DEVELOPMENTS

6. Discussion/Action

6.a. **Resolution 19-98:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE FIRESTONE URBAN RENEWAL AUTHORITY, FOR PROPERTY TAX INCREMENT REVENUE SHARING RELATED TO THE BIGHORN URBAN RENEWAL PLAN

Motion by Trustee Jimenez, **second** by Trustee Conyac, to approve **Resolution 19-98:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE FIRESTONE URBAN RENEWAL AUTHORITY, FOR PROPERTY TAX INCREMENT REVENUE SHARING RELATED TO THE BIGHORN URBAN RENEWAL PLAN

Roll Call Vote:

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

Motion carried.

7. Public Hearing

- 7.a. **Resolution 19-108:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE CONDITIONS SURVEY FOR THE BIGHORN URBAN RENEWAL AREA, FINDING THAT BLIGHT EXISTS WITHIN THE BIGHORN URBAN RENEWAL AREA, MAKING CERTAIN LEGISLATIVE FINDINGS, APPROVING THE BIGHORN URBAN RENEWAL PLAN AND AUTHORIZING THE FIRESTONE URBAN RENEWAL AUTHORITY THE ABILITY TO EXERCISE THE POWER OF EMINENT DOMAIN

Open: 7:27 pm Closed: 7:35 pm

Public Comment: Amy Brimah, 1888 Sherman St, Denver 80203

Motion by Trustee Jimenez, **second** by Trustee Conyac, to approve **Resolution 19-108:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE CONDITIONS SURVEY FOR THE BIGHORN URBAN RENEWAL AREA, FINDING THAT BLIGHT EXISTS WITHIN THE BIGHORN URBAN RENEWAL AREA, MAKING CERTAIN LEGISLATIVE FINDINGS, APPROVING THE BIGHORN URBAN RENEWAL PLAN AND AUTHORIZING THE FIRESTONE URBAN RENEWAL AUTHORITY THE ABILITY TO EXERCISE THE POWER OF EMINENT DOMAIN

Roll Call Vote:

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

Motion carried.

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

None

9. **Executive Session**

9.a. An **Executive Session** pursuant to C.R.S. 24-6-402 (4) (b) for the purpose of receiving legal advice on specific legal questions from legal counsel and C.R.S. 24-6-402 (4) (e)(I) determining positions relative to matters that may be subject to negotiations; developing strategy for negotiators; and instructing negotiators regarding the acquisition of water rights and facilities

9.b. An **Executive Session** pursuant to C.R.S. 24-6-402(4) (f)(I) for a personnel matter concerning the recruitment and selection of a Town Clerk.

Motion by Trustee Sharp, **second** by Trustee Conyac to adjourn into Executive Session

Roll Call Vote:

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

Open: 7:50 pm Closed: 9:55 pm

Staff to be present:

10. **Adjournment**

Motion by Trustee Jimenez, **second** by Trustee Conyac, Motion to Adjourn All in Favor, **Motion carried.**

Introduced and Approved the ____ day of _____, 2019

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Lisa Bartley, Acting Town Clerk

TOWN OF FIRESTONE, COLORADO
Board of Trustees Special Meeting
MINUTES
December 4, 2019

1. Call to Order & Roll Call

The of the Town of Firestone met for a Special Meeting on November 20, 2019, at the Town Hall, 151 Grant Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 5:32 PM

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar

Mayor Pro-tem: Drew Peterson

Trustees: Don Conyac
George Heath – absent excused
Samantha Meiring
Frank A. Jimenez
Doug Sharp

Staff: **Present:** Jan Sloat, Director of Human Resources; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Todd Bjerkaas, Director of Planning; David Montgomery, Chief of Police; Lisa Bartley, Acting Town Clerk; AJ Krieger, Town Manager; & William Hayashi, Town Attorney

2. Pledge of Allegiance

The pledge was led by Mayor Sindelar

3. Approval of Agenda

Motion by Trustee Jimenez, **second** by Trustee Conyac to approve the Agenda with changes as stated by the Town Manager.

Roll Call Vote:

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

Motion carried.

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

None

5. Consent Agenda

- 5.a. November 20, 2019 BOT Special Meeting Minutes – approval moved to 121119 BOT Meeting

6. Discussion/Action

- 6.a. Mill Levy Abatement

7. Executive Session

- 7.a. An **Executive Session #1** pursuant to C.R.S. 24-6-402(4)(f)(I) for a personnel matter regarding the selection of a Town Clerk.

A Motion was made and seconded to adjourn into Executive Session

Roll Call Vote:

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

Open: 6:00 pm Closed: 7:00 pm

Staff to be present: A.J. Krieger, Jan Sloat

Public Hearing

8. 2020 Firestone Budget Adoption

8.a.i. Resolution 19-99: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE TOWN OF FIRESTONE, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY, 2020 AND ENDING ON THE LAST DAY OF DECEMBER, 2020

Open: 7:05 pm Closed: 7:10 pm

Public Comment - None

Motion by Mayor Pro-Tem Peterson, **second** by Trustee Conyac, to approve **Resolution 19-99:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE TOWN OF FIRESTONE, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY, 2020 AND ENDING ON THE LAST DAY OF DECEMBER, 2020

Roll Call Vote:

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

Motion carried.

8.a.ii. Resolution 19-100: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND

SPENDING AGENCIES, IN THE AMOUNTS AND FOR THE PURPOSES AS SET FORTH BELOW, FOR THE 2020 BUDGET YEAR.

Open: 7:10 pm Closed: 7:12 pm

Public Comment - None

Motion by Trustee Jimenez, **second** by Trustee Sharp, to approve **Resolution 19-100**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNTS AND FOR THE PURPOSES AS SET FORTH BELOW, FOR THE 2020 BUDGET YEAR.

Roll Call Vote:

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

Motion carried.

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

None

10. Executive Session

10.a. An **Executive Session #2** pursuant to C.R.S. 24-6-402(4) (f)(I) for a personnel matter concerning the recruitment and selection of a Town Clerk.

A Motion was made and seconded to adjourn into Executive Session

Roll Call Vote:

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

Open: 7:15 pm Closed: 9:00 pm

Staff to be present: A.J. Krieger, Jan Sloat

11. Adjournment

A motion was made and seconded to Adjourn at 9:05 PM. All in Favor, Motion carried.

Introduced and Approved the ____ day of _____, 2019

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Lisa Bartley, Acting Town Clerk

UNAPPROVED



MEMORANDUM

CWS File # 18-140

To: Firestone Town Board c/o Julie Pasillas

From: Steve Nguyen, P.E., Clear Water Solutions, Inc.
Webb Jones, P.E., Water Consulting Group, LLC

Date: October 17, 2018

Subject: 2018 Rate Study Update

In July 2018, Clear Water Solutions, Inc. (CWS) was asked by the Town of Firestone to update a cost-of-services analysis it had prepared in 2014. The Town wanted to confirm that water rates charged to various customer categories accurately reflected the cost of providing water service to those customers. The Town also wanted to confirm that the water rates updated in 2016 were adequate to cover operations, maintenance, administration, and proposed capital projects and improvements. This Technical Memorandum has been prepared to address this request and summarizes our findings and recommendations.

Background

In July 2014, CWS was retained by the Town of Firestone to update a comprehensive water rate study it prepared in 2011. The rates proposed in 2014 were reevaluated in 2016 in anticipation of higher NISP costs, the purchase of Carbon Valley Reservoir, costs associated with a 1.5-MG water tank and participation in the Regional WTP. CWS has analyzed rates for the Town in 2008, 2011, 2014, and 2016. The rate studies prepared on behalf of Firestone over the years have helped the Town stay ahead of anticipated costs and allowed it to proactively acquire new water rights and infrastructure.

Studies prepared in the past by CWS have resulted in: differential rate increases, creation of new customer categories, adjustments to monthly base rates and residential water rates that vary depending on the amount of water used (tiered rates). Revisions to the Town's water rates have accomplished the following:

- Rates are adequate to fund anticipated O&M expenses, water acquisition, capital improvements and debt service obligations.
- Rates prevent any category of customer from subsidizing another customer category.
- Residential water rates promote water conservation by providing financial incentives for customers to reduce their water use.
- Rates are relatively easy to administer, can be understood by customers and insure revenue stability.

Recommendations proposed in the past have been adopted by resolution and resulted in water rates shown in **Table 1**.

Table 1 - Town of Firestone Monthly Rates and Charges – Effective January 1, 2018

Meter	Base Rate	Water Included in Base Rate (Gallons)	Water Charge Per 1,000 Gallons	
Size	Charge		Gallons	Rate
Residential				
5/8"	\$ 24.54	-0-		
3/4"	\$ 37.63	-0-		
1"	\$ 62.16	-0-		
1-1/2"	\$ 122.66	-0-		
2"	\$ 197.91	-0-		
Residential			0-5,000	\$ 2.32
			5,001-20,000	\$ 4.09
			20,001-40,000	\$ 6.55
			Above 40,000	\$ 8.19
Commercial, Industrial, Irrigation, Mobile Home Parks				
5/8"	\$ 24.54	-0-		
3/4"	\$ 37.63	-0-		
1"	\$ 62.16	-0-		
1-1/2"	\$ 122.66	-0-		
2"	\$ 197.91	-0-		
3"	\$ 369.64	-0-		
6"	\$ 1,461.52	-0-		
Commercial & Industrial			All usage	\$ 3.61
Irrigation Only			All usage	\$ 5.48
Mobile Home Parks			All usage	\$ 4.09
Out-of-Town Rates	Base rates and gallon charges for any out-of-town service shall be two times the in-Town rates and charges.			

Cash Flow Projections

The amount of water rate revenue required in future years to fund operations, maintenance, water acquisition and capital improvements is determined through preparation of a cash flow projection. Such a projection is based on approved water enterprise budgets and forecasts of future needs and associated expenditures.

The most current cash flow projection for the water enterprise has been prepared by the Town's contract treasurer with input from utility staff and the Town's engineer. The cash flow projection shows water rate revenue needs to increase over the study period (2019-2023) by the percentages shown in **Table 2**. A copy of the cash flow projection is included as **Appendix A**.

Table 2 - Projected Increases in Water Rates ⁽¹⁾

	Actual 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Projected 2023
% Increase in Water Rates	8.0%	8.0 %	8.0 %	8.0 %	8.0 %	8.0 %

⁽¹⁾ Projected annual increases in water rates calculated in cash flow projection prepared by Clifton Allan Larson (CLA), June 2018

Results of Cost-of-Service Analysis

Estimated water rate revenue generated in 2018 represents the projected cost of providing water service to all customers. A cost-of-service analysis allocates that cost to various customer categories in proportion to the demands they place on the water system. The concept of proportionate allocation to customer categories implies that the allocation process consider not only the quantity of water used but also the rate of use (peak demands).

The water system consists of various facilities designed and operated to fulfill one or more specific functions. To provide adequate service to customers at all times, the water system must be capable of providing the total amount of water used in any given year as well as the amount of water required on any given day or time of day to supply peak demands. There are measurable costs associated with facilities required to meet peak demands.

To meet the objectives of this project, CWS updated the cost-of-service analysis performed in 2014 by examining water use in 2015, a year that was neither too wet and cool nor too dry and hot. Unusual weather conditions skew water use and the calculation of customer costs based on water demands.

Water use from 2015 was adjusted to reflect growth in the number and type of customer accounts to generate projected 2018 water sales revenue. This analysis was undertaken to confirm that prior cost-of-service adjustments adopted by the Town at the recommendation of CWS accurately reflect current costs incurred to serve those customers.

Table 3 compares cost-of-service calculations for different customer categories with projected 2018 revenue. In 2018, all customer categories except multi-family and mobile home will pay rates that generate revenue within 1% or 2% of their calculated cost-of-service.

This analysis indicates there is no need for differential rate increases in 2019 for residential, commercial/industrial and irrigation customers. In 2019, water rates for customers in these categories should be increased uniformly by the 8% calculated in the Town's current cash flow projection.

The Town may want to consider increasing the usage charge (cost per 1,000 gallons) for mobile home customers by more than 8% to more accurately reflect that customer category's cost of service.

**Table 3 - Comparison of Cost-of-Service to Projected Rate Revenue
For Firestone Customer Categories**

Customer Categories	2018 Cost-of-Service	2018 ⁽¹⁾ Projected Water Sales Revenue	%
Residential	\$2,833,051	\$2,891,398	102%
Commercial / Industrial	\$353,809	\$351,257	99%
Mobile Home	\$194,523	\$179,345	92%
Multi-Family	\$41,321	\$79,856	193%
Irrigation Only	\$322,330	\$329,949	102 %
Total	\$3,745,035	\$3,831,806	102 %

⁽¹⁾ Customers water use from 2015 was selected as representative of use in a typical year

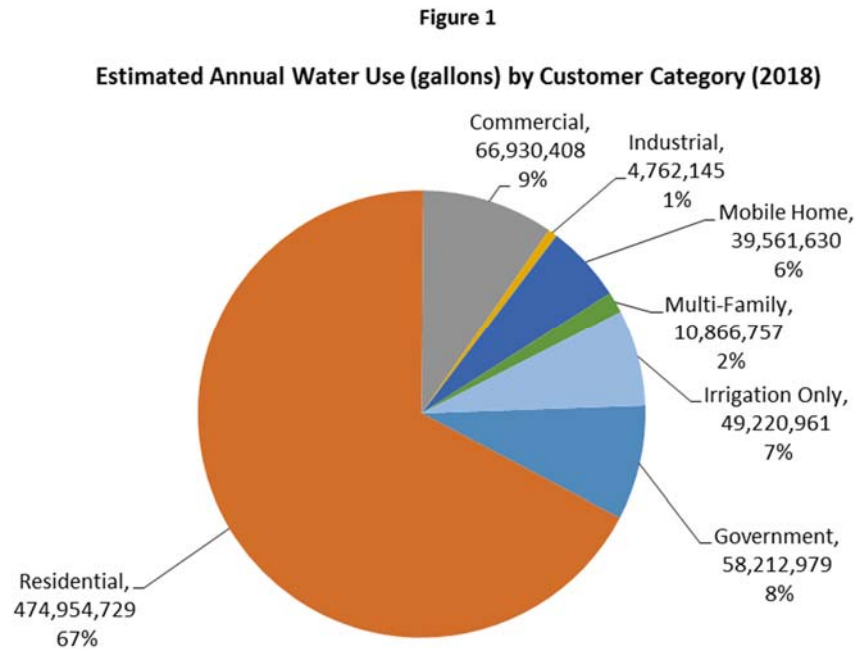
As shown in **Table 1**, Firestone does not currently have a Multi-Family customer category. Until recently, there were not enough multi-family customers to justify a separate category. Multi-family accounts currently pay the same usage charge as commercial/industrial customers. In 2018, customers in the multi-family category will generate only 2% of total projected water sales revenue.

There are still relatively few multi-family accounts, but there are a number of multi-family buildings planned or under construction. Most of the new multi-family buildings will be served by 1½" water meters. At the time of this analysis, there were seven active multi-family accounts served by 1½" meters, but fifteen similar accounts awaiting activation. The average water use of the seven active accounts was used in this analysis to project the water use of the fifteen accounts pending activation.

Without more reliable data from active multi-family accounts, it is premature to calculate and implement a unique water rate for multi-family customers. Until a cost-of-service analysis is performed using reliable data from the multi-family customer category, existing multi-family customers should continue to pay the same rate as they do now (commercial/industrial).

Water Use Comparison

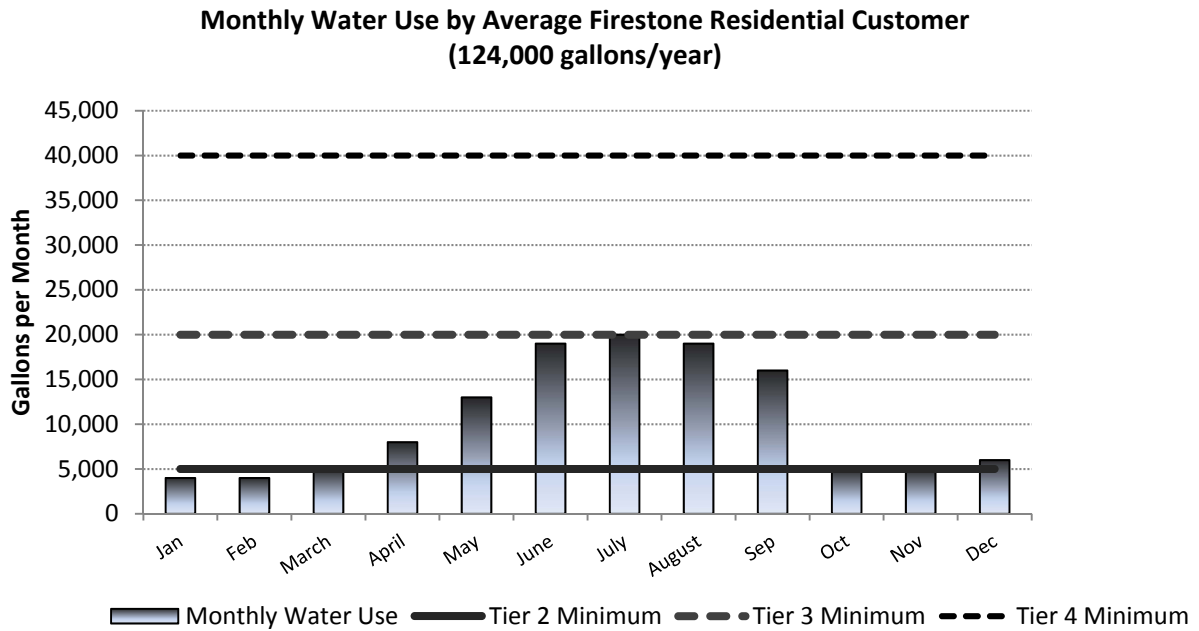
Figure 1 shows the estimated water use by customer category for 2018. These figures were utilized in calculating each customer category's cost-of-service shown in **Table 3**.



Residential Water Use

The average residential customer in Firestone uses 124,000 gallons annually in a year with typical weather. That figure is almost the same as it was in the 2014 rate study. **Figure 2** shows the amount of water used each month by the average residential customer and the rate tiers that apply to that water use.

Figure 2

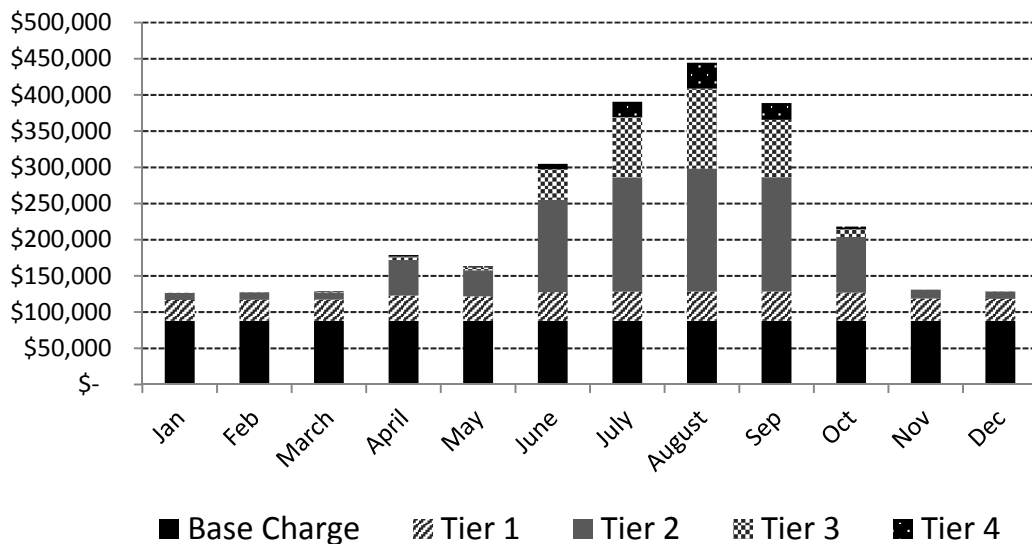


Revenue from Residential Customer Category

In 2018, residential customers are projected to pay 75% of the total water rate revenue collected by the Town. **Figure 3** shows projected residential water rate revenue by month. It also shows the amount of revenue generated from monthly base charges and the four residential user charge tiers shown in **Table 1**.

Figure 3

Estimated Monthly Revenue from Residential Customer Category by Rate Tier (2018)

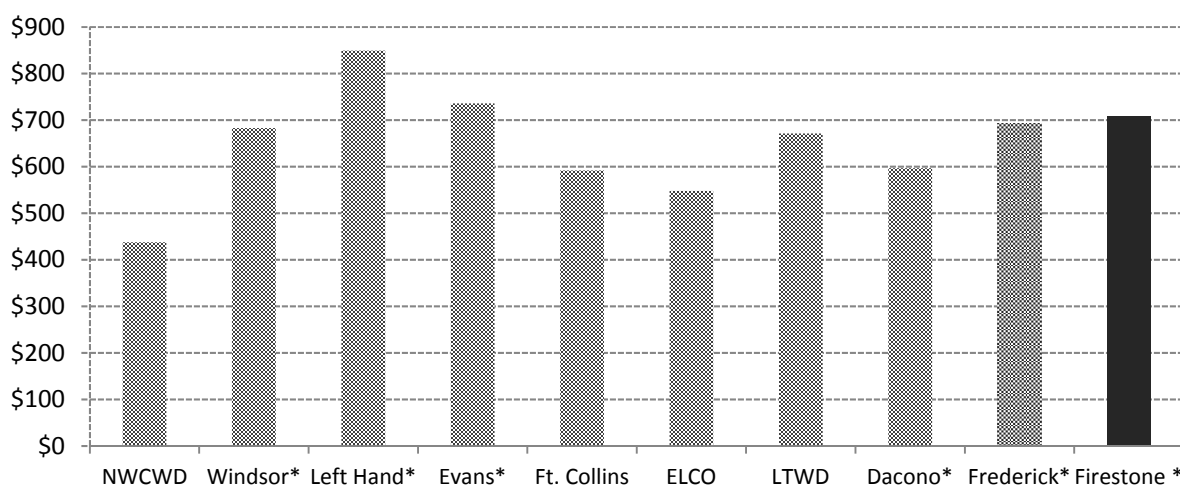


Comparison of Residential Water Bills

Figure 4 compares the annual cost of water for the average Firestone residential customer using 124,000 gallons per year with the amount that customer would pay for the same amount of water in nearby communities based on rates currently charged in those communities. Communities included in the comparison that are also participants in the Northern Integrated Supply Project (NISP) are noted with an asterisk.

Figure 4

**Total Annual Charges in 2018 for Water Service in Area Communities
(based on annual water use of average Firestone residential customer – 124,000 gallons per year)**



* Communities participating in NISP

Each water provider has unique challenges and costs that determine their water rates. Revenue requirements are affected by the availability of water, age of system, rate of growth, financial policies, contractual obligations, capital needs, pumping requirements, source water quality, and a number of other variables. These variables make it difficult to fully understand differences in the cost of water from one community to another.

Comparing the cost of water in different communities is of interest, but should not drive decisions on water rates. Water rates in any community are ultimately determined by the budgets and policies adopted by their governing boards.

Summary and Recommendations

Generally the study shows that Firestone's current proposal to increase water rates by 8% per year across all customer categories is enough to cover anticipated expenditures. The study also shows equitable allocation of rates across customer category, except in the case of mobile homes and multi-family. As discussed earlier, until a cost-of-service analysis can be completed with more reliable multi-family water use data, it is premature to calculate and implement a unique multi-family water rate.

We recommend the following:

- Enact 8% increase across all customer categories in 2019 and subsequent years.
- Create a new customer category for multi-family accounts.
- For now, leave the multi-family user charge the same as the commercial/industrial user charge (\$3.61 per 1,000 gallons).
- Once reliable data is available from the Multi-Family customer category, update cost-of-service calculations to determine if multi-family rates need to be revised.
- Increase the Mobile Home user charge in 2019 from \$4.09 to \$4.77 per 1,000 gallons - 8% cost-of-service adjustment and then an 8% increase applied to all customer categories.

Town of Firestone
Water Fund
Cash Flow Projection
2017 Actual, 2018-2020 Estimated, 2021-2053 Projected

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
	Unaudited	Estimated	Estimated	Estimated	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
1 Revenues																							
2 Charges for services	\$ 3,520,820	\$ 3,325,900	\$ 3,657,400	\$ 4,058,900	\$ 4,378,400	\$ 4,882,500	\$ 5,398,400	\$ 5,888,400	\$ 6,424,300	\$ 7,010,700	\$ 7,631,200	\$ 8,308,100	\$ 8,750,600	\$ 9,216,100	\$ 9,705,900	\$ 10,221,200	\$ 10,763,200	\$ 11,333,500	\$ 11,933,300	\$ 12,564,300	\$ 13,228,000	\$ 13,926,200	\$ 14,660,500
3 Annual Rate		\$ 668.67	\$ 722.16	\$ 779.93	\$ 842.32	\$ 909.71	\$ 982.49	\$ 1,061.09	\$ 1,145.98	\$ 1,237.66	\$ 1,336.67	\$ 1,443.60	\$ 1,486.91	\$ 1,531.52	\$ 1,577.47	\$ 1,624.79	\$ 1,673.53	\$ 1,723.74	\$ 1,775.45	\$ 1,828.71	\$ 1,883.57	\$ 1,940.08	\$ 1,998.28
4 Annual Rate Increase		8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
5 Tap fees	1,724,105	1,763,200	1,968,000	1,752,000	1,370,900	837,900	701,200	724,700	748,600	571,000	589,200	1,663,500	1,696,800	1,730,700	1,765,300	1,800,600	1,836,700	1,873,400	1,910,900	1,949,100	1,988,100	2,027,800	2,068,400
6 St. Vrain WTP tap fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7 Cash in lieu - water rights	305,250	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8 State and local grants	22,616	106,060	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9 Meter and yoke fees	128,046	115,000	131,500	127,750	105,100	62,100	56,600	58,500	60,400	46,100	47,600	134,300	136,900	139,700	142,500	145,300	148,200	151,200	154,200	157,300	160,500	163,700	166,900
10 Water leases	45,334	22,500	22,500	22,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
11 CWCBC Loan proceeds	1,580,000	-	8,420,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12 Intergovernmental revenue - Little Thompson	4,945	8,500	12,080	16,140	19,900	23,400	25,800	28,200	30,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-
13 Water credit bidding	-	11,680,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
14 Property sale	-	-	689,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
15 Other	16,093	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000
16 Interest earnings	56,947	30,000	40,000	35,000	20,900	-	42,600	7,000	-	-	-	-	-	-	-	-	-	13,400	36,400	62,300	91,200	123,100	158,500
17 Transfers from other funds	575,000	1,050,000	504,000	400,000	93,000	93,000	103,200	106,700	110,200	84,100	86,700	244,900	249,800	254,800	259,900	265,100	270,400	275,800	281,300	286,900	292,700	298,500	304,500
18 Bond Proceeds	-	-	20,408,000	-	-	-	16,595,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
19 Total Revenue	7,979,156	18,114,160	35,865,480	6,425,290	6,001,200	5,911,900	22,935,800	6,826,500	7,387,000	7,724,900	8,367,700	10,363,800	10,847,100	11,354,300	11,886,600	12,445,200	13,031,500	13,660,300	14,329,100	15,032,900	15,773,500	16,552,300	17,371,800
20 Expenditures																							
21 Operations																							
22 Salaries and benefits	\$ 112,695	\$ 129,500	\$ 215,300	\$ 221,800	\$ 228,500	\$ 235,400	\$ 242,500	\$ 249,800	\$ 257,300	\$ 265,000	\$ 273,000	\$ 281,200	\$ 289,600	\$ 298,300	\$ 307,200	\$ 316,400	\$ 325,900	\$ 335,700	\$ 345,800	\$ 356,200	\$ 366,900	\$ 377,900	\$ 389,200
23 CWCWD water treatment	706,658	668,000	701,000	736,500	773,300	649,600	682,100	716,200	752,000	789,600	829,100	870,600	685,600	719,900	755,900	793,700	833,400	875,100	918,900	964,800	1,013,000	1,063,700	1,116,900
24 NOCOWT water assessments	221,287	250,000	257,500	265,000	273,000	281,200	289,600	298,300	307,200	316,400	325,900	335,700	345,800	356,200	366,900	377,900	389,200	400,900	412,900	425,300	438,100	451,200	464,700
25 Water line repairs and maintenance	20,471	32,100	34,200	34,300	35,300	36,400	37,500	38,600	39,800	41,000	42,200	43,500	44,800	46,100	47,500	48,900	50,400	51,900	53,500	55,100	56,800	58,500	60,300
26 Water testing	9,007	20,500	20,500	20,500	21,500	22,600	23,700	24,900	26,100	27,400	28,800	30,200	31,700	33,300	35,000	36,800	38,600	40,500	42,500	44,600	46,800	49,100	51,600
27 Equipment	288,174	161,000	170,000	166,000	132,800	90,800	55,200	57,100	59,000	45,000	46,400	131,000	133,600	136,300	139,000	141,800	144,600	147,500	150,500	153,500	156,600	159,700	162,900
28 Water master plan	201,907	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
29 Vehicle repairs and maintenance	10,914	28,000	30,000	32,000	34,000	36,000	38,000	40,000	42,000	44,000	46,000	48,000	50,000	52,000	54,000	56,000	58,000	60,000	62,000	64,000	66,000	68,000	70,000
30 Scada system maintenance	2,345	26,640	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	30,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	30,000	1,000
31 Utilities	10,172	4,700	4,900	5,200	5,400	5,600	17,300	17,800	18,300	18,800	19,400	20,000	20,600	21,200	21,800	22,500	23,200	23,900	24,600	25,300	26,100	26,900	27,700
32 Miscellaneous	16,864	11,625	12,125	12,625	13,000	13,400	13,800	14,200	14,600	15,000	15,500	16,000	16,500	17,000	17,500	18,000	18,500	19,100	19,700	20,300	20,900	21,500	22,100
33 Administration																							
34 Salaries and benefits	171,773	305,800	317,600	330,700	340,600	350,800	361,300	372,100	383,300	394,800	406,600	418,800	431,400	444,300	457,600	471,300	485,400	500,000	515,000	530,500	546,400	562,800	579,700
35 Conservation program	19,710	22,525	24,525	26,525	29,200	32,100	35,300	38,800	42,700	47,000	51,700	56,900	62,600	68,900	75,800	83,400	91,700	100,900	111,000	122,100	134,300	147,700	162,500
36 Legal - contracted	99,233	140,500	130,200	222,620	136,600	140,700	144,900	149,200	153,700	158,300	163,000	167,900	172,900	178,100	183,400	188,900	194,600	200,400	206,400	212,600	219,000	225,600	232,400
37 Legal - out of scope	-	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
38 General office and administration	29,266	26,975	24,340	24,840	27,200	28,100	28,900	29,800	30,700	31,600	32,500	33,500	34,500	35,500	36,600	37,700	38,800	40,000	41,200	42,400	43,700	45,000	46,400
39 Miscellaneous	101,422	115,100	119,100	121,100	124,700	128,400	132,300	136,300	140,400	144,600	148,900	153,400	158,000	162,700	167,600	172,600	177,800	183,100	188,600	194,300	200,100	206,100	212,300
40 Engineering - contracted	103,591	97,130	100,044	103,045	106,100	109,300	112,600	116,000	119,500	123,100	126,800	130,600	134,500	138,500	142,700	147,000	151,400	155,900	160,600	165,400	170,400	175,500	180,800
41 Engineering - special	261,565	723,100	715,000	499,000	100,000	103,000	106,100	109,300	112,600	116,000	119,500	123,100	126,800	130,600	134,500	138,500	142,700	147,000	151,400	155,900	160,600	165,400	170,400
42 CWCWD tap fees	1,302,247	1,291,200	1,448,000	1,312,000	1,037,700	629,600	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
43 Gould property	2,821	-	39,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
44 St. Vrain WTP maintenance	-	-	-	-	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000
45 NISP Maintenance	-	-	-	-	-	-	-	-	-	-	-	260,000	260,000	260,000	260,000	260,000	260,000	260,000	260,000	260,000	260,000	260,000	260,000
46 Capital Outlay																							
47 NISP participation	130,000	260,000	1,032,000	3,219,000	4,189,000	5,037,000	5,065,000	5,296,000	6,060,000	4,347,000	2,758,000	-	-	-	-	-	-	-	-	-	-	-	-
48 St. Vrain sanitation reimbursement	-	175,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
49 Jackson Avenue waterline replacement	125,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
50 Del Camino Avenue waterline replacement	-	150,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
51 Firestone Reservoir #1	864,600	3,482,400	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
52 Reservoir land purchase	1,500,720	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
53 Water rights - Lower Boulder	1,580,234	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
54 Water rights - Windy Gap	-	10,000,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
55 Water rights - Coal Ridge	-	-	800,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
56 Water lease - Loveland	-	-	225,000	225,000	225,000	236,250	236,250	236,250	236,250	236,250	248,063	248,0											

Town of Firestone
Water Fund
Cash Flow Projection
2017 Actual, 2018-2020 Estimated, 2021-2053 Projects

	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053
	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
1 Revenues														
2 Charges for services	\$ 15,433,000	\$ 16,245,400	\$ 17,099,900	\$ 17,998,600	\$ 18,943,700	\$ 19,937,700	\$ 20,983,100	\$ 22,082,500	\$ 23,238,600	\$ 24,454,300	\$ 25,732,900	\$ 27,077,300	\$ 28,491,000	\$ 29,977,600
3 Annual Rate	\$ 2,058.23	\$ 2,119.98	\$ 2,183.58	\$ 2,249.09	\$ 2,316.56	\$ 2,386.06	\$ 2,457.64	\$ 2,531.37	\$ 2,607.31	\$ 2,685.53	\$ 2,766.10	\$ 2,849.08	\$ 2,934.55	\$ 3,022.59
4 Annual Rate Increase	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
5 Tap fees	2,109,700	2,151,900	2,195,000	2,238,900	2,283,700	2,329,300	2,375,900	2,423,400	2,471,900	2,521,300	2,571,800	2,623,200	2,675,700	2,729,200
6 St. Vrain WTP tap fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7 Cash in lieu - water rights	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8 State and local grants	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9 Meter and yoke fees	170,300	173,700	177,200	180,700	184,300	188,000	191,800	195,600	199,500	203,500	207,600	211,700	216,000	220,300
10 Water leases	-	-	-	-	-	-	-	-	-	-	-	-	-	-
11 CWCB Loan proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12 Intergovernmental revenue - Little Thompson	-	-	-	-	-	-	-	-	-	-	-	-	-	-
13 Water credit bidding	-	-	-	-	-	-	-	-	-	-	-	-	-	-
14 Property sale	-	-	-	-	-	-	-	-	-	-	-	-	-	-
15 Other	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000
16 Interest earnings	200,600	246,400	296,200	350,200	408,500	471,400	539,100	611,900	690,000	774,600	870,900	973,600	1,082,800	1,199,100
17 Transfers from other funds	310,600	316,800	323,100	329,600	336,200	342,900	349,800	356,800	363,900	371,200	378,600	386,200	393,900	401,800
18 Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-	-
19 Total Revenue	18,237,200	19,147,200	20,104,400	21,111,000	22,169,400	23,282,300	24,452,700	25,683,200	26,976,900	28,337,900	29,774,800	31,285,000	32,872,400	34,541,000
20 Expenditures														
21 Operations														
22 Salaries and benefits	\$ 400,900	\$ 412,900	\$ 425,300	\$ 438,100	\$ 451,200	\$ 464,700	\$ 478,600	\$ 493,000	\$ 507,800	\$ 523,000	\$ 538,700	\$ 554,900	\$ 571,500	\$ 588,600
23 CWCWD water treatment	1,172,700	1,231,300	1,292,900	1,357,500	1,425,400	1,496,700	1,571,500	1,650,100	1,732,600	1,819,200	1,910,200	2,005,700	2,106,000	2,211,300
24 NOCOWT water assessments	478,600	493,000	507,800	523,000	538,700	554,900	571,500	588,600	606,300	624,500	643,200	662,500	682,400	702,900
25 Water line repairs and maintenance	62,100	64,000	65,900	67,900	69,900	72,000	74,200	76,400	78,700	81,100	83,500	86,000	88,600	91,300
26 Water testing	54,200	56,900	59,700	62,700	65,800	69,100	72,600	76,200	80,000	84,000	88,200	92,600	97,200	102,100
27 Equipment	166,200	169,500	172,900	176,300	179,900	183,500	187,100	190,900	194,700	198,600	202,500	206,600	210,700	214,900
28 Water master plan	-	-	-	-	-	-	-	-	-	-	-	-	-	-
29 Vehicle repairs and maintenance	72,000	74,000	76,000	78,000	80,000	82,000	84,000	86,000	88,000	90,000	92,000	94,000	96,000	98,000
30 Scada system maintenance	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
31 Utilities	28,500	29,400	30,300	31,200	32,100	33,100	34,100	35,100	36,200	37,300	38,400	39,600	40,800	42,000
32 Miscellaneous	22,800	23,500	24,200	24,900	25,600	26,400	27,200	28,000	28,800	29,700	30,600	31,500	32,400	33,400
33 Administration														
34 Salaries and benefits	597,100	615,000	633,500	652,500	672,100	692,300	713,100	734,500	756,500	779,200	802,600	826,700	851,500	877,000
35 Conservation program	178,800	196,700	216,400	238,000	261,800	288,000	316,800	348,500	383,400	421,700	463,900	510,300	561,300	617,400
36 Legal - contracted	239,400	246,600	254,000	261,600	269,400	277,500	285,800	294,400	303,200	312,300	321,700	331,400	341,300	351,500
37 Legal - out of scope	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
38 General office and administration	47,800	49,200	50,700	52,200	53,800	55,400	57,000	58,800	60,500	62,300	64,200	66,100	68,100	70,200
39 Miscellaneous	218,700	225,300	232,100	239,100	246,300	253,700	261,300	269,100	277,200	285,500	294,100	302,900	312,000	321,400
40 Engineering - contracted	186,200	191,800	197,600	203,500	209,600	215,900	222,400	229,100	236,000	243,100	250,400	257,900	265,600	273,600
41 Engineering - special	175,500	180,800	186,200	191,800	197,600	203,500	209,600	215,900	222,400	229,100	236,000	243,100	250,400	257,900
42 CWCWD tap fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-
43 Gould property	-	-	-	-	-	-	-	-	-	-	-	-	-	-
44 St. Vrain WTP maintenance	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000
45 NISP Maintenance	260,000	260,000	260,000	260,000	260,000	260,000	260,000	260,000	260,000	260,000	260,000	260,000	260,000	260,000
46 Capital Outlay														
47 NISP participation	-	-	-	-	-	-	-	-	-	-	-	-	-	-
48 St. Vrain sanitation reimbursement	-	-	-	-	-	-	-	-	-	-	-	-	-	-
49 Jackson Avenue waterline replacement	-	-	-	-	-	-	-	-	-	-	-	-	-	-
50 Del Camino Avenue waterline replacement	-	-	-	-	-	-	-	-	-	-	-	-	-	-
51 Firestone Reservoir #1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
52 Reservoir land purchase	-	-	-	-	-	-	-	-	-	-	-	-	-	-
53 Water rights - Lower Boulder	-	-	-	-	-	-	-	-	-	-	-	-	-	-
54 Water rights - Windy Gap	-	-	-	-	-	-	-	-	-	-	-	-	-	-
55 Water rights - Coal Ridge	-	-	-	-	-	-	-	-	-	-	-	-	-	-
56 Water lease - Loveland	-	-	-	-	-	-	-	-	-	-	-	-	-	-
57 Non-potable irrigation system infrastructure	-	-	-	-	-	-	-	-	-	-	-	-	-	-
58 Historic Firestone water line replacements	-	-	-	-	-	-	-	-	-	-	-	-	-	-
59 St. Vrain water treatment plant	-	-	-	-	-	-	-	-	-	-	-	-	-	-
60 St. Vrain WTP blend pipeline	-	-	-	-	-	-	-	-	-	-	-	-	-	-
61 Water tank	-	-	-	-	-	-	-	-	-	-	-	-	-	-
62 Firestone Reservoir #1 plumbing	-	-	-	-	-	-	-	-	-	-	-	-	-	-
63 Reservoir land test wells	-	-	-	-	-	-	-	-	-	-	-	-	-	-
64 Mountain Shadows Park conversion	-	-	-	-	-	-	-	-	-	-	-	-	-	-
65 Well field piping to Reservoir #1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
66 Firestone Trail well field	-	-	-	-	-	-	-	-	-	-	-	-	-	-
67 Other capital outlay	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000
68 Debt														
69 CWCB loan repayment	-	-	-	-	-	-	-	-	-	-	-	-	-	-
70 Debt service on bonds related to NISP	2,407,650	2,409,400	2,407,650	2,407,400	2,413,400	2,415,150	2,407,650	2,411,150	2,409,900	2,251,900	1,080,750	1,081,250	1,079,500	1,060,500
71 Bond issuance costs	-	-	-	-	-	-	-	-	-	-	-	-	-	-
72 Total Expenditures	9,770,150	9,930,300	10,094,150	10,266,700	10,453,600	10,644,850	10,835,450	11,046,750	11,292,200	11,333,500	10,401,950	10,654,050	10,916,300	11,175,000
73 Excess of revenue over (under) expenditures	8,467,050	9,216,900	10,010,250	10,844,300	11,715,800	12,637,450	13,617,250	14,636,450	15,684,700	17,004,400	19,372,850	20,630,950	21,956,100	23,366,000
74 Funds Available - Beginning	31,848,365	40,315,415	49,532,315	59,542,565	70,386,865	82,102,665	94,740,115	108,357,365	122,993,815	138,678,515	155,682,915	175,055,765	195,686,715	217,642,815
75 Funds Available - Ending	\$ 40,315,415	\$ 49,532,315	\$ 59,542,565	\$ 70,386,865	\$ 82,102,665	\$ 94,740,115	\$ 108,357,365	\$ 122,993,815	\$ 138,678,515	\$ 155,682,915	\$ 175,055,765	\$ 195,686,715	\$ 217,642,815	\$ 241,008,815
76 Funds Available Summary														
77 Committed for NISP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
78 Restricted - Unspent Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-	-
79 Unrestricted and Unassigned	40,315,415	49,532,315	59,542,565	70,386,865	82,102,665	94,740,115	108,357,365	122,993,815	138,678,515	155,682,915	175,055,765	195,686,715	217,642,815	241,008,815
80 Funds Available - Ending	\$ 40,315,415	\$ 49,532,315	\$ 59,542,565	\$ 70,386,865	\$ 82,102,665	\$ 94,740,115	\$ 108,357,365	\$ 122,993,815	\$ 138,678,515	\$ 155,682,915	\$ 175,055,765	\$ 195,686,715	\$ 217,642,815	\$ 241,008,815



2020 METER SERVICE PARTS COSTS

Bid Date:

Project Location:

PRICES GOOD STARTING 01-01-2020 THROUGH 12-31-2020

Quote: Base 8/24/2019

TakeOff Name: TakeOff 1

Customer: TOWN OF FIRESTONE

Sales Rep: Gary McMillen

Phone: 303.522.6848

eMail: gmcmillen@danakepner.com

Denver

700 Alcott Street

Denver, CO 80204

Standard Hours: 7:00a to 5:00p Monday through Friday

Phone: 303.623.6161

On Call: 303.901.2353

Assumptions

specifications will prevail in this proposal.

Terms and Conditions

Due to the extreme volatility of raw material, energy, and transportation costs, the prices shown in this quotation are only valid for 30 days, with the exception of PVC Pipe prices. PVC prices will be subject to the Manufacturers price in effect at the time of shipment. Order releases and shipments delivered 60 days beyond the order date, or as stipulated, will be subject to the price in effect at the time of shipment.

Totals are for estimating purposes only. Unit prices prevail.

Dana Kepner Company, Inc. is not responsible for manufacturers ability to ship material or hold prices.

Due to volatility in the copper commodity market, copper tubing pricing will be determined at time of shipment.

This quote is for the supply of material only.

The materials specifications, sizes, and quantities listed are the interpretations of Dana Kepner Company, Inc. and are believed to be correct, but are not guaranteed.

Connecting hardware for Non-DK supplied material is not included in bid, unless otherwise noted.

Manufacturer standard warranty applies.

PVC and HDPE material are considered Freight-On-Board from the manufacturer.

Terms are net 30, and Quote is based on award of complete project.

All returns must be approved by management and will have a minimum 15% restock charge. Nonstocks are not returnable, and are shaded gray within this quote.

Thank you for the opportunity to bid this project.

Thank you for the opportunity to bid this project.

Quote Summary

2020 METER SERVICE PARTS COSTS	5/8" X 3/4" WATER SERVICE PARTS COSTS	\$1,057.22
	3/4" WATER SERVICE PARTS COSTS	\$1,118.34
	1" WATER METER SERVICE COSTS	\$1,465.75
	1-1/2" FIRESTONE DOMECTIC WATER METER SETTER	\$3,453.65
	1-1/2" FIRESTONE IRRIGATION SERVICE COSTS	\$2,512.67
	2" FIRESTONE DOMESTIC METER SERVICE COSTS	\$4,661.09
	2" FIRESTONE IRRIGATION METER SERVICE COSTS	\$3,055.58
	2020 METER SERVICE PARTS COSTS Total:	\$17,324.30
Total Quote before Taxes:		\$17,324.30

2020 METER SERVICE PARTS COSTS

5/8" X 3/4" WATER SERVICE PARTS COSTS

Qty	Unit	Description	Price	Total Price
1	1.0 EA	20X48" MS METER PIT	\$154.66	\$154.66
2	1.0 EA	M70AL METER PIT COVER W/ CI DEN LID & 3"INNER LID	\$112.00	\$112.00
3	1.0 EA	FORD 5/8" X 3/4' #TVHC82-9W-44-33-G-3TV-NL TANDUM METER SETTER WITH ANGLE KEY VALVE INLET, DUAL CARTRIDGE CHECK VALVE OUTLETWITH 3-TEST PORTS, COMPRESSION COPPER GRIP CONNECTIONS,COMPLETE WITH S-TUBE, AND REGULATOR ADAPTERS.	\$350.63	\$350.63
4	1.0 EA	3/4" LF 600XLLU WILKINS PRV	\$131.66	\$131.66
5	1.0 EA	3/4" IPERL, 7.5" LL, 3 WIRE TR/PL, 1 G	\$146.06	\$146.06
6	1.0 EA	520M MXU, 1 PORT, TC HOURLY READ, LEAK DET	\$162.21	\$162.21
				\$1,057.22

Total Units: 1.0

Average Cost per Each: \$1,057.22

3/4" WATER SERVICE PARTS COSTS

Qty	Unit	Description	Price	Total Price
1	1.0 EA	20X48" MS METER PIT	\$154.66	\$154.66
2	1.0 EA	M70AL METER PIT COVER W/ CI DEN LID & 3"INNER LID	\$112.00	\$112.00
3	1.0 EA	FORD 3/4" #TVHC83-12W-44=33-G-3TV-NL TANDUM SETTER WUTH ANGLE KEY VALVE INLET, DUAL CARTRIDGE CHECK VALVE OUTLET WITH 3- TAST PORTS, COMPRESSION COPPER GRIP CONNECTIONS, COMPLETE WITH S-TUBE, AND REGULAYOR ADAPTERS.	\$394.58	\$394.58
4	1.0 EA	3/4" LF 600XLLU WILKINS PRV	\$131.66	\$131.66
5	1.0 EA	3/4" IPERL, 9" LL, 3 WIRE TR/PL, 1 G	\$163.23	\$163.23
6	1.0 EA	520M MXU, 1 PORT, TC HOURLY READ, LEAK DET	\$162.21	\$162.21
				\$1,118.34

Total Units: 1.0

Average Cost per Each: \$1,118.34

1" WATER METER SERVICE COSTS

Qty	Unit	Description	Price	Total Price
1	1.0 EA	20X24X48" MS METER PIT	\$215.47	\$215.47
2	1.0 EA	M70AL METER PIT COVER W/ CI DEN LID & 3"INNER LID	\$112.00	\$112.00
3	1.0 EA	1" FORD #TVHC-12W-44-44-G-3TV-NL TANDUM SETTER WITH KEY VALVE INLET, DUAL CATTRIDGE CHECK VALVE, WITH 3-TEST PORTS OUTLET, COMPLETE WITH S-TUBE, AND REGULATOR ADAPTERS.	\$589.07	\$589.07
4	1.0 EA	1" LF 600XL WILKINS PRV	\$172.38	\$172.38
5	1.0 EA	1" IPERL, 3 WIRE TR/PL, 1 G	\$214.62	\$214.62
6	1.0 EA	520M MXU, 1 PORT, TC HOURLY READ, LEAK DET	\$162.21	\$162.21
				\$1,465.75

Total Units: 1.0

Average Cost per Each: \$1,465.75

1-1/2" FIRESTONE DOMECTIC WATER METER SETTER

Qty	Unit	Description	Price	Total Price
1	1.0 EA	1-1/2" FIRESTONE DOMESTIC WATER METER SETTER WITH COMPRESSION COPPER CONNECTIONS, LESS PRV.	\$1,506.72	\$1,506.72
2	1.0 EA	1-1/2" WILKINS 600-XL-HP HIGH PRESSURE PRV.	\$488.53	\$488.53
3	1.0 EA	1-1/2" OMNI C2 METER, 1G	\$1,270.65	\$1,270.65
4	4.0 EA	5/8X2-1/2" NEVER GALL 304 SS MACHINE BOLT	\$3.85	\$15.40
5	4.0 EA	5/8" NEVER GALL 304 SS HEX NUT	\$1.02	\$4.08
6	4.0 EA	5/8" METER WASHER, 304SS	\$0.42	\$1.68
7	2.0 EA	1-1/2" COMPANION FLANGE METER GASKET, DROP-IN	\$2.19	\$4.38
8	1.0 EA	520M MXU, 1 PORT, TC HOURLY READ, LEAK DET	\$162.21	\$162.21
				\$3,453.65

Total Units: 1.0

Average Cost per Each: \$3,453.65

1-1/2" FIRESTONE IRRIGATION SERVICE COSTS

Qty	Unit	Description	Price	Total Price
1	1.0 EA	1-1/2" FIRESTONE IRRIGATION WATER METER SETTER. WITH COPPER COMPRESSION COPPER GRIP CONNECTIONS. LESS PRV.	\$565.74	\$565.74
2	1.0 EA	1-1/2" WILKINS 600-XL-HP HIGH PRESSURE PRV.	\$488.53	\$488.53
3	1.0 EA	1-1/2" OMNI C2 METER, 1G	\$1,270.65	\$1,270.65
4	4.0 EA	5/8X2-1/2" NEVER GALL 304 SS MACHINE BOLT	\$3.85	\$15.40
5	4.0 EA	5/8" NEVER GALL 304 SS HEX NUT	\$1.02	\$4.08
6	4.0 EA	5/8" METER WASHER, 304SS	\$0.42	\$1.68
7	2.0 EA	1-1/2" COMPANION FLANGE METER GASKET, DROP-IN	\$2.19	\$4.38
8	1.0 EA	520M MXU, 1 PORT, TC HOURLY READ, LEAK DET	\$162.21	\$162.21
				\$2,512.67

Total Units: 1.0

Average Cost per Each: \$2,512.67

2" FIRESTONE DOMESTIC METER SERVICE COSTS

Qty	Unit	Description	Price	Total Price
1	1.0 EA	2" FIRESTONE DOMESTIC WATER METER SETTER WITH COMPRESSION COPPER CONNECTIONS. LESS PRV.	\$2,338.84	\$2,338.84
2	1.0 EA	2" WILKINS 600-XL-HP HIGH PRESSURE PRV.	\$645.19	\$645.19
3	1.0 EA	2" OMNI C2 METER, 1G 17" LL	\$1,475.51	\$1,475.51
4	4.0 EA	3/4X3" NEVER GALL 304 SS MACHINE BOLT	\$6.38	\$25.52
5	4.0 EA	3/4" NEVER GALL 304 SS HEX NUT	\$1.43	\$5.72
6	4.0 EA	3/4" METER WASHER, 304SS	\$0.70	\$2.80
7	2.0 EA	2" COMPANION FLG MTR GSKT,DROP-IN,	\$2.65	\$5.30
8	1.0 EA	520M MXU, 1 PORT, TC HOURLY READ, LEAK DET	\$162.21	\$162.21
				\$4,661.09

Total Units: 1.0

Average Cost per Each: \$4,661.09

2" FIRESTONE IRRIGATION METER SERVICE COSTS

Qty	Unit	Description	Price	Total Price
1	1.0 EA	2" FIRESTONE SPEC IRRIGATION METER SETTER WITH COMPRESSION CONNECTIONS, LESS PRV.	\$733.33	\$733.33
2	1.0 EA	2" WILKINS 600-XL-HP HIGH PRESSURE PRV.	\$645.19	\$645.19
3	1.0 EA	2" OMNI C2 METER, 1G 17" LL	\$1,475.51	\$1,475.51
4	4.0 EA	3/4X3" NEVER GALL 304 SS MACHINE BOLT	\$6.38	\$25.52
5	4.0 EA	3/4" NEVER GALL 304 SS HEX NUT	\$1.43	\$5.72
6	4.0 EA	3/4" METER WASHER, 304SS	\$0.70	\$2.80
7	2.0 EA	2" COMPANION FLG MTR GSKT,DROP-IN,	\$2.65	\$5.30
8	1.0 EA	520M MXU, 1 PORT, TC HOURLY READ, LEAK DET	\$162.21	\$162.21
				\$3,055.58

Total Units: 1.0

Average Cost per Each: \$3,055.58

RESOLUTION NO. 19-102

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PRESCRIBING WATER RATES, FEES, TOLLS AND CHARGES FOR THE TOWN OF FIRESTONE, COLORADO.

WHEREAS, the Town of Firestone (the “Town”) operates a municipal water system; and

WHEREAS, the Town and Central Weld County Water District (“CWCWD”) are parties to various intergovernmental agreements concerning the provision of water service and facilities to the Town; and

WHEREAS, pursuant to such intergovernmental agreements, CWCWD from time to time imposes increased charges pertaining to the provision of water service to the Town; and

WHEREAS, after review and analysis of the costs of operating and maintaining the Town’s water system, including completion of a water rate study and an analysis of capital needs, and in consideration of applicable CWCWD increases and increases in the costs of operating, maintaining and improving the Town’s water system, the Board of Trustees has determined that increases in the water system rates, fees, tolls and charges are necessary; and

WHEREAS, the current water taps fees and monthly water rates do not adequately provide for the capital needs and operations of the Town’s water system; and

WHEREAS, the Board of Trustees by this resolution desires to establish various rates, fees, tolls and charges for Town water service and water usage, effective January 1, 2020;

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

Section 1. Water rates and charges. The following monthly rates and charges shall be imposed for water service received through the Town of Firestone water system:

Meter	Base Rate	Water Included in Base Rate (Gallons)	Water Charge Per 1,000 Gallons	
Size	Charge		Gallons	Rate
Residential				
5/8"	\$ 28.62	-0-		
3/4"	\$ 43.89	-0-		
1"	\$ 72.50	-0-		
1-1/2"	\$ 143.08	-0-		
2"	\$ 230.84	-0-		
Residential			0-5,000	\$ 2.71
			5,001-20,000	\$ 4.77
			20,001-40,000	\$ 7.64
			Above 40,000	\$ 9.55
Commercial, Industrial, Irrigation, Mobile Home Parks, Multi-Family				
5/8"	\$ 28.62	-0-		
3/4"	\$ 43.89	-0-		
1"	\$ 72.50	-0-		
1-1/2"	\$ 143.08	-0-		
2"	\$ 230.84	-0-		
3"	\$ 431.15	-0-		
6"	\$ 1,704.73	-0-		
Commercial & Industrial			All usage	\$ 4.21
Irrigation Only			All usage	\$ 6.40
Mobile Home Parks			All usage	\$ 5.15
Out –of-Town Rates	Base rates and gallon charges for any out-of-town service shall be two times the in-town rate and charges.			

Section 2. Connection, capital investment and repair fees. The following connection and capital investment and repair fees shall be imposed, except that the Town of Firestone shall not be required to pay such connection fees for irrigation sprinkler systems for any public parks, rights-of-way, open space, or medians, or any facility developed, owned or paid for by the Town.

Meter Size	Total
5/8"	\$ 12,800
3/4"	\$ 18,200
1"	\$ 30,000
1-1/2"	\$ 60,000
2"	\$ 96,400

Connection and capital investment and repair fees as well as any other fees for taps requiring a meter larger than 2" shall be determined by the Board of Trustees on an individual basis considering such factors as type of use, contemplated volume demand for water, effect on the entire water system in the Town, connection and capital investment fees imposed by CWCWD, and all other factors relevant to the application. All taps requiring a meter larger than 2" and all taps applied for where the service requested is outside of the Town limits shall be by contract with the Board of Trustees. Out-of-town taps of 2" or less shall be charged fees at two times the amount of in-Town fees.

Section 3. Construction Hydrant Meter Rental Terms. The following fees shall be imposed for hydrant meters supplied by the Town for construction water use. A Hydrant Connection Permit must be obtained from the Town Clerk prior to any water being used from any fire hydrant. Such permit shall be valid for a period not to exceed 6 months.

Deposit	\$ 3,200.00 per meter
Administration Fee	\$ 25.00 per permit
Meter Rental	\$ 4.00 per day
Late Charge	\$ 5.00 per day
Water Usage Rate	\$ 4.21 per 1,000 gallons

Section 4. Meter & Yoke Fees. The following fees shall be imposed for Meter and Yoke assemblies installed by the Town for new service connections; such fees for taps requiring a meter larger than 2" shall be as set by contract with the Board of Trustees:

<u>Meter Tap Size</u>	<u>Administrative Fee</u>	<u>Meter & Yoke Cost</u>	<u>Total Meter & Yoke Fee</u>
5/8"	\$25.00	\$ 1,057.22	\$1,082.22
3/4"	\$25.00	\$ 1,118.34	\$1,143.34
1"	\$25.00	\$ 1,465.75	\$1,490.75

<u>Meter Tap Size</u>	<u>Administrative Fee</u>	<u>Meter & Yoke Cost</u>	<u>Total Meter & Yoke Fee</u>
1-1/2" Commercial	\$25.00	\$ 3,453.65	\$3,3478.65
1-1/2" Irrigation	\$25.00	\$ 2,512.67	\$2,537.67
2" Commercial	\$25.00	\$ 4,661.09	\$4,686.09
2" Irrigation	\$25.00	\$ 3,055.58	\$3,080.58

Section 5. This Resolution shall become effective on January 1, 2020.

Section 6. Town of Firestone Resolution No. 19-39 is hereby repealed in its entirety. All other resolutions or portions thereof inconsistent or conflicting with this resolution or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

PASSED AND ADOPTED THIS 11TH DAY OF December, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar

ATTEST:

Lisa Bartley, Acting Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.d.

Consent Agenda

Meeting Date: December 11, 2019

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 19-105: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES CONTRACT MASTER SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND LEONARD RICE CONSULTING WATER ENGINEERS, INC.

SUMMARY

This Agreement is to continue Leonard Rice Engineers, Inc.'s (LRE) representation of the Town in 2020. Gregg Ten Eyck of LRE has been serving the Town as a Program Manager for water resources matters, reporting to Julie Pasillas, Public Works Director.

The Agreement covers general representation and six Task Orders for specific tasks, as described in Schedule A. All of the Task Orders included in Schedule A of the Agreement will be completed in 2020.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved Agreements on June 14, 2017, December 18, 2017 and December 12, 2018 to retain LRE to serve the Town in a Program Management role. From February 2017 through May 2017 LRE worked under an agreement signed by the Town Manager.

In 2019 the Board of Trustees approved nine work orders under the 2018 Agreement, directing LRE to complete specific tasks. Eight of those work orders will be completed by December 31, 2019. Work Order No. 9 (EPA Injection Well Permit Application) will have \$6,000 of budget remaining in 2020.

RECOMMENDATION

Staff recommends Board adopt a motion to approve Resolution 19-105, a resolution approving a Master Service Agreement for engineering with Leonard Rice Engineering for water resource engineering services.

ALTERNATIVES

The Board may choose not to approve Resolution 19-105, and provide Staff with additional direction.

ATTACHMENTS

1. Res No 19-105 2020 Leonard Rice Services Agmt
2. 2020 Master Services Agreement Leonard Rice
3. TOF_LRE_Work_Order_2020-01
4. TOF_LRE_Work_Order_2020-02
5. TOF_LRE_Work_Order_2020-03
6. TOF_LRE_Work_Order_2020-04
7. TOF_LRE_Work_Order_2020-05
8. TOF_LRE_Work_Order_2020-06

FINANCIAL CONSIDERATIONS

The Agreement is for a total of \$405,600.00, including \$228,000.00 for six Task Orders. Funds for all the work have been appropriated in the Town's 2020 budget.

The appropriated amount of \$405,600.00 will not be exceeded unless the Board approves additional work orders and

appropriates monies for same.

RESOLUTION NO. 19-105

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING A PROFESSIONAL SERVICES CONTRACT MASTER
SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND LEONARD
RICE CONSULTING WATER ENGINEERS, INC.**

WHEREAS, Leonard Rice Consulting Water Engineers, Inc., (“LRE”), currently serves as consultants for the Town of Firestone (“Firestone”) and are involved in developing strategies and tactics, and manage and direct projects and initiatives related to: water rights and water supply, water delivery and water treatment projects, and work with other parties as needed; and evaluate and create other initiatives; and

WHEREAS, LRE has performed such services for Firestone since 2017, and given LRE’s skill, experience, expertise and qualifications, Firestone desires to continue their relationship with LRE.

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

The Professional Services Contract Master Services Agreement between the Town of Firestone and Leonard Rice Consulting Water Engineers, Inc., is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to sign the Agreement.

INTRODUCED, READ AND ADOPTED this 11th day of December, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney



PROFESSIONAL SERVICES CONTRACT MASTER SERVICE AGREEMENT

THIS AGREEMENT ("Agreement"), made this 11th day of December, 2019, between the Town of Firestone, a statutory Colorado town, whose address is 151 Grant Ave., P.O. Box 100, Firestone, CO 80520, hereinafter referred to as "FIRESTONE," and Leonard Rice Consulting Water Engineers, Inc., an independent contractor, whose address is 1221 Auraria Parkway, Denver, CO 80204, hereinafter referred to as "CONSULTANT," provides as follows:

ARTICLE I SCOPE OF SERVICES

Section 1.1 Services: FIRESTONE retains CONSULTANT, and CONSULTANT agrees to perform the services as described in Schedule A, hereinafter referred to as the "Services". 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.

- (a) In addition to the services described in Schedule A, FIRESTONE may prepare, with the assistance of CONSULTANT, work orders, containing, at a minimum, the following information: (1) the specific tasks and deliverables CONSULTANT must perform; (2) CONSULTANT's budget; (3) FIRESTONE's maximum payment obligation under the subject work order; (4) the completion date for the subject work order; and (5) CONSULTANT's schedule of fees to remain in effect until the identified completion date of the subject work order. Notwithstanding the foregoing, if a work order is a multi-year work order, CONSULTANT may revise its schedule of fees annually. After the work order has been finalized and agreed to by FIRESTONE and CONSULTANT, FIRESTONE may issue a notice to proceed obligating CONSULTANT to begin performance of the subject work order. CONSULTANT shall not commence work on any work order until it has received the applicable notice to proceed. Notice to proceed may be sent by email.

- (b) FIRESTONE reserves the right to amend any work order that has been issued under this Contract by altering, reducing, increasing, or eliminating specific tasks and deliverables. If FIRESTONE desires to amend a work order that has been issued, then FIRESTONE shall notify CONSULTANT of the contemplated change ("Notice of Change Order"). Upon receiving the Notice of Change Order CONSULTANT shall provide: (1) an estimate of the increase or decrease, if any, to CONSULTANT's budget due to the contemplated change and (2) the estimated change in the completion date of the subject work order, if any. FIRESTONE may instruct CONSULTANT in the Notice of Change Order to suspend work on any identified task or deliverable affected by a contemplated change, pending FIRESTONE's decision to proceed with the change. When instructed, CONSULTANT shall suspend work on any identified task or deliverable affected by a contemplated change. If it elects to make the change, FIRESTONE shall issue a change order amending the subject work order and providing CONSULTANT with a corresponding Notice to Proceed. CONSULTANT shall not commence work on any change order until it has received the applicable notice to proceed

Section 1.2 Contract Time: CONSULTANT shall commence work upon direction to proceed from FIRESTONE and complete the Services on or before December 31, 2020.

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

Section 1.4 Warranty of Consultant: CONSULTANT 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 Schedule A.

ARTICLE II

CONTRACT PRICE

Section 2.1 Contract Price: In consideration for the completion of the Project by CONSULTANT in accordance with the terms of this Agreement, FIRESTONE shall pay CONSULTANT (check and initial below as applicable):

☒ _____ As described in Schedule A.

☐ _____ As described in Schedule A, but in no event shall the total compensation to CONSULTANT under this Agreement exceed \$_____.

☐ _____ A fixed sum of \$_____.

☐ _____ 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 to CONSULTANT under this Agreement exceed \$_____.

☐ _____ On a unit-price basis, in an amount equal to the sum of the unit price set forth in Schedule A for each separately identified item of unit price work, times the quantity of that item, as estimated in Schedule A, but in no event shall the total compensation to CONSULTANT under this Agreement exceed \$_____.

Section 2.2 Payment: FIRESTONE will make payment due to CONSULTANT for compensation for completed work within thirty (30) days after invoices submitted by CONSULTANT, 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 CONSULTANT within thirty (30) days for resolution by mutual consent.

Section 2.3 Expenses: FIRESTONE ☒ shall ☐ shall not reimburse CONSULTANT for actual cost of administrative expenses associated with this Agreement such as long distance telephone, facsimile transmissions, photocopies, reproduction of exhibits, travel expenses and laboratory fees for Task 3 are included in the budget in Schedule A.

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 FIRESTONE's Board of Trustees. Any failure of FIRESTONE's Board of Trustees to annually 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 CONSULTANT 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, 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, CONSULTANT agrees to perform or supply the Project, in accordance with generally accepted standards and practices of the industry, and warrants all materials incorporated in the Project to 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 Oversight: All of the work associated with the Project shall be performed under the direction of Gregg S. Ten Eyck; it is expressly understood and agreed that some of the work may have commenced prior to the formal execution of this Agreement, in which event such work is incorporated into the Project and is deemed to have been and is authorized by this Agreement.

Section 3.3 Ownership and Use of Documents: (check and initial all that apply)

☒ _____ (a) The following Sections 3.3(a)(1) and (2) are applicable to *design professionals* (architects, engineers, etc.):

(1) The documents prepared by CONSULTANT 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 under this Agreement without the specific written consent of FIRESTONE and CONSULTANT. Other contractors and subcontractors are authorized to use and reproduce applicable portions of the documents prepared by CONSULTANT 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 CONSULTANT.

(2) Notwithstanding the provisions of Section 3.3(a)(1) above, FIRESTONE may utilize any such documents generated in connection with the Project by CONSULTANT for other projects, provided that CONSULTANT is not held liable for future project applications other than the Project described pursuant to this Agreement.

Section 3.4 Insurance:

(a) CONSULTANT shall at its own expense procure a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by CONSULTANT under this Agreement. Such insurance shall be in addition to the insurance requirements below or otherwise imposed by law.

(b) CONSULTANT 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:

(1) Commercial General Liability Insurance with minimum combined single limits of One Million Dollars and No Cents (\$1,000,000.00) for each occurrence and One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) 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, completed operations, explosion, collapse, and

underground hazards.

(2) If professional services (architecture, engineering, design, etc.) are provided, Professional Liability Insurance with limits of One Million Dollars and No Cents (\$1,000,000.00) per claim and One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) 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.

(3) Workers' Compensation Insurance to cover all obligations imposed by applicable laws for all of CONSULTANT'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, CONSULTANT shall require such subcontractor to provide workers' compensation insurance for its employees.

(4) 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 CONSULTANT 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.

(c) The insurance policies required by Subsection 3.4(b)(1) shall name FIRESTONE and its employees as additional insureds and shall contain waiver of subrogation provision. No additional insured endorsement to a policy shall contain any exclusion for bodily injury or property damage arising from completed operations.

(d) The General Liability policy required under this Section shall provide that such insurance is primary coverage with respect to work contemplated under this Agreement by all insureds and additional insureds, and that any insurance carried by FIRESTONE, its officers, or its employees, or carried by or provided through any insurance pool of FIRESTONE, shall be excess and not contributory insurance to that provided by CONSULTANT. CONSULTANT shall be solely responsible for any deductible losses under any policy required above. Any insurance policy required under this Agreement shall be written by a responsible company or companies authorized to do business under the laws of the State of Colorado, subject to the approval of FIRESTONE.

(e) Prior to commencement of work under this Agreement, CONSULTANT shall provide FIRESTONE with certificate(s) of insurance completed by CONSULTANT's insurer(s) as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be canceled until at least thirty (30) days' prior written notice has been given to FIRESTONE. The completed certificate(s) of insurance shall be sent to:

TOWN OF FIRESTONE
151 Grant Ave., PO Box 100
Firestone, Colorado 80520
Attn: Raelynn Ferrera

(f) CONSULTANT shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of CONSULTANT's failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amount, duration or type. Failure on the part of CONSULTANT to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a material breach of contract upon which FIRESTONE may immediately terminate this Agreement, or at its discretion FIRESTONE may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by FIRESTONE shall be repaid by CONSULTANT to FIRESTONE upon demand, or FIRESTONE may withhold the cost of the premiums from any monies due to CONSULTANT from FIRESTONE.

Section 3.5 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 by the Colorado Governmental Immunity Act, Sections 24-10-101 *et seq.*, C.R.S., as may be amended, or those otherwise available to FIRESTONE, its officers, or its employees.

Section 3.6 Indemnification: CONSULTANT shall indemnify, defend, and hold harmless FIRESTONE and employees from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees which are incurred by Firestone, arising out of or resulting from this Agreement, but only to the extent that any such claim, damage, loss, or expense is caused, or alleged to have been caused, in whole or in part, by any negligent act or omission of CONSULTANT or anyone directly employed by CONSULTANT or anyone for whose acts CONSULTANT is legally liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any person described in this Section.

In any and all claims against FIRESTONE or any of its employees by any employee of CONSULTANT, any subcontractor of CONSULTANT, anyone directly employed by any of them or anyone for whose act CONSULTANT is legally liable, the indemnification obligation under this Section 3.6 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONSULTANT or any subcontractor under worker's or workman's compensation actions, disability benefit acts, or other employee benefit acts.

Section 3.7 Subcontractor(s): CONSULTANT shall, as soon as practicable after the signing of 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 CONSULTANT shall either perform such component of the work itself, or secure a subcontractor acceptable to FIRESTONE.

Section 3.8 Termination of Agreement for Convenience: This Agreement may be terminated by FIRESTONE without cause upon seven (7) days written notice to the CONSULTANT. In the event of termination, FIRESTONE will pay CONSULTANT 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 CONSULTANT for the pro rata value of the completed portion of the Project. If, however, CONSULTANT 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 3.9 Binding Effect: FIRESTONE and CONSULTANT each bind 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 CONSULTANT shall assign or transfer its interest in, or obligation under, this Agreement without the written consent of the other.

Section 3.10 Compliance with Law: CONSULTANT agrees to perform the work in compliance with all applicable federal, state, county and Town laws, ordinances, rules and regulations, including, without limitations, any preference for Colorado labor as may be required pursuant to Article 17, of Title 8 of the Colorado Revised Statutes ("Keep Jobs in Colorado Act") as may be amended.

Section 3.11 Immigration Status Obligations:

(a) CONSULTANT 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 CONSULTANT 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) CONSULTANT 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) CONSULTANT shall affirm as required by C.R.S. § 8-17.5-102 (c) (II), as may be amended, 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) CONSULTANT 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 CONSULTANT obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, CONSULTANT shall be required to:

(1) Notify the subcontractor and FIRESTONE within three days that the CONSULTANT 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 CONSULTANT 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) CONSULTANT 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 may be amended.

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

Section 3.12 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 for notice required to be given under this Agreement. Facsimile and e-mail addresses are provided for convenience only. However, copies of mailed or hand-delivered notices may be sent to the parties via e-mail or facsimile.

FIRESTONE:

TOWN OF FIRESTONE
151 Grant Ave., PO Box 100
Firestone, Colorado 80520
Attn: Julie Pasillas
Telephone: 303-531-6258
Facsimile:

CONSULTANT:

Leonard Rice Consulting Water
Engineers, Inc.
1221 Auraria Parkway
Denver, CO 80204
Attn: Gregg S. Ten Eyck
Telephone: 303-455-9589

E-mail:jpasillas@firestoneco.gov

Facsimile: 303-455-0115

E-mail:

Gregg.TenEyck@LREWater.com

ARTICLE IV **RESPONSIBILITIES OF FIRESTONE**

Section 4.1 Project Materials: FIRESTONE shall make available data related to the Service, including design specifications, drawings and other necessary information.

Section 4.2 Access to Property and Records: FIRESTONE shall provide CONSULTANT with access to its property as required and necessary to complete the contract. To the extent required by law, FIRESTONE and CONSULTANT 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. §§ 24-72-101, *et seq.* as may be amended. CONSULTANT 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 CONSULTANT'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 CONSULTANT 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").

(a) Any other provision of this Agreement notwithstanding, for purposes of this Section 6.2, and only for purposes of this Section 6.2, the term "FIRESTONE" shall have the following meaning with respect to the approval and execution of Change Orders.

(1) With respect to any Change Order that results in an increase in the Contract Price of an amount equal to five percent or less of the Contract Price, the department director who has responsibility over the Project may act as "FIRESTONE" with respect to the approval and execution of such Change Order up to and until such time as the total dollar amount of all Change Orders exceeds Ten Thousand Dollars (\$10,000.00), at which time such Change Order shall be subject to approval and execution pursuant to the provisions of Subsection (2) of this Section 6.2(a);

(2) With respect to any Change Order that results in an increase in the Contract Price of an amount greater than five percent (5%) but less than ten percent (10%) of the Contract Price, the FIRESTONE Town Manager may act as "FIRESTONE" with respect to the approval and execution of such Change Order up to and until such time as the total dollar amount of all Change Orders exceeds Fifty Thousand Dollars (\$50,000.00), at which time such Change Order shall be subject to approval and execution pursuant to the provisions of Subsection (3) of this Section 6.2(a);

(3) With respect to any Change Order that results in an increase in the Contract Price of an amount equal to or greater than ten percent (10%) of the Contract Price and further, with respect to any Change Order which results in any increase in the Contract Price when the total dollar amount of all Change Orders exceeds Fifty Thousand Dollars (\$50,000.00), the FIRESTONE Board of Trustees shall act as "FIRESTONE" with respect to the approval and execution of such Change Order.

(b) Nothing within Section 6.2(a) or any subsection thereof shall prevent the FIRESTONE Town Council from acting as "FIRESTONE" with respect to the approval and execution of any Change Order of any amount whatsoever; it is the intent of Section 6.2(a) and the subsections thereof only to authorize the department director who has responsibility for the Project and the FIRESTONE Town Manager, in the absence of FIRESTONE Board of Trustees approval and execution, to approve and execute certain Change Orders under the circumstances detailed above.

(c) Notwithstanding the foregoing, no change in the Contract Price requiring additional compensable services to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original Agreement, shall be valid, unless FIRESTONE gives CONSULTANT written assurance that the lawful appropriations to cover the costs of the additional services have been made and the appropriations are available prior to the performance of the additional services, or unless such services are covered under a remedy-granting provision in this Agreement.

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 No Third Party Benefit: This Agreement is between FIRESTONE and CONSULTANT and no other person or organization shall be entitled to enforce any of its provisions or have any right under this Agreement.

Section 5.5 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 5.6 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 5.7 Litigation: In that event that either party commences litigation against the other regarding this Agreement the prevailing party shall be entitled to reasonable attorney fees and costs of litigation.

Section 5.8 No Waiver: Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by either party 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

ATTEST:

By: _____
Name: Bobbi Sindelar
Title: Mayor

Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

CONSULTANT:

By:  _____
Name: Courtney Brand
Title: President

SCHEDULE A

(Attached to and made a part of the Agreement between the Town of Firestone and Leonard Rice Consulting Water Engineers, Inc. dated December 11, 2019)

LRE Project Number 1527TWF02:

Program Management: Gregg Ten Eyck will work at the direction of Julie Pasillas as a member of the Water Team to develop strategies and tactics and to manage and direct projects and initiatives related to: water rights and water supply, water delivery and water treatment projects; and to work with other parties as needed; and to evaluate and create other initiatives. The specific tasks Consultant shall perform, include but are not limited to:

Participate in two to three water team meetings each month.

Review and update as necessary strategies for delivery of CBT, Windy Gap, NISP, Rural Ditch, Lower Boulder Ditch and other sources to Firestone.

Work with Firestone staff to draft a Master Plan for Water.

Develop strategies for reuse of those water supplies that will be reusable to extinction (Windy Gap, NISP, certain native St. Vrain rights).

Work with the water team to create or update and amend intergovernmental agreements as needed.

Respond to inquiries from other Firestone staff or consultants on water rights, water supply and storage infrastructure projects.

Continue to evaluate opportunities for other water supplies such as additional NISP water, additional raw water storage facilities or additional senior water rights as they are presented to the Town or as the water team develops strategies.

Budget for 1527TWF02 is \$177,600.00, to be billed in 12 installments of \$14,800.00 each.

LRE Project 1527TWF07 Task 1 (Work Order 2020-01)

Work Order 2020-01 is for LRE to support Lawrence Jones Custer Grasmick in filing an augmentation plan and change of water rights in the Division 1 water court.

Budget for 1527TWF07 Task 1 is \$40,000.00, to be billed at the hourly rates attached to this Agreement.

LRE Project 1527TWF07 Task 2 (Work Order 2020-02)

Work Order 2020-02 is for LRE to support counsel and staff in developing a Substitute Water Supply Plan (SWSP) based on the water court filing.

Budget for 1527TWF07 Task 2 is \$40,000.00, to be billed at the hourly rates attached to this Agreement.

LRE Project 1527TWF07 Task 3 (Work Order 2020-03)

Work Order 2020-03 is for LRE to continue and to update the water quality monitoring program, including collection of water quality samples for laboratory analysis and to report on laboratory results. Laboratory costs are included in the budget below.

Budget for 1527TWF07 Task 3, which covers both professional fees and laboratory fees, is \$66,000.00, to be billed in 12 equal installments of \$5,500.00 each.

LRE Project 1527TWF07 Task 4 (Work Order 2020-04)

Work Order 2020-04 is for LRE to implement the water rights and water supply accounting system as needed to support the substitute water supply plan: the template of an accounting system was developed in 2017; the portions that system necessary to account for water use and replacement under the terms of the substitute water supply plan will be made functional.

Budget for 1527TWF07 Task 4 is \$14,000.00, to be billed at the hourly rates attached to this Agreement.

LRE Project 1527TWF07 Task 5 (Work Order 2020-05)

Work Order 2020-05 is for LRE to review and evaluate water rights offered to the Town for purchase or for use in water dedication agreements, to assist with negotiations or other effort to purchase native water rights or contracts.

Budget for 1527TWF07 Task 5 is \$50,000.00, to be billed at the hourly rates attached to this Agreement.

LRE Project 1527TWF07 Task 6 (Work Order 2020-06)

Work Order 2020-06 is for LRE to assist the Town with St. Vrain Water Authority matters, including development of Intergovernmental Agreements and attendance at selected Board meetings.

Budget for 1527TWF07 Task 5 is \$18,000.00, to be billed in 12 equal installments of \$1,500.00 each.

LEONARD RICE ENGINEERS, INC.

2020 RATE SCHEDULE

Effective December 12, 2019

	<u>Hourly Rate</u>
Student Intern	\$65- \$90
Data Processor/Admin Support	\$75 - \$125
Technician/IT Support.....	\$95 - \$130
Staff I	
Engineer/Hydrologist/Geologist/Scientist	\$100 - \$125
Staff II	
Engineer/Hydrologist/Geologist/Scientist	\$115 - \$140
Staff III	
Engineer/Hydrologist/Geologist/Scientist	\$135 - \$165
Project	
Engineer/Hydrologist/Geologist/Scientist	\$135 - \$170
Senior Project	
Engineer/Hydrologist/Geologist/Scientist	\$160 - \$185
Project Manager	\$175 - \$200
Senior Project Manager	\$180 - \$250
Principal, Senior Advisor	\$200 - \$265

Automobile mileage, prints, copies, telephone and facsimile costs are indirect expenses and are included in the above rates. Outside expenses such as laboratory analysis, obtaining aerial photos, or other special services incurred directly in connection with the project are billed at cost plus 5 percent to cover handling and administration. Reimbursable expenses billed at cost include airfares, automobile rental, and other travel or per diem costs for projects more than 100 miles from the office site, billed at the current IRS rate (rounded up to the nearest \$0.05). Subconsultants to LRE are billed at cost plus 10 percent.



1221 Auraria Parkway | Denver, CO 80204 | 303-455-9589 | www.LREwater.com

**Work Order 2020-01 under
AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE
AND LEONARD RICE ENGINEERS, INC. FOR ENGINEERING SERVICES
Date: December 11, 2019**

1.0 General. This is Work Order 2020-01 under AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE AND LEONARD RICE ENGINEERS, INC. FOR ENGINEERING SERVICES, between Leonard Rice Engineers, Inc. (LRE) and the Town of Firestone (Firestone), signed by Firestone on December 11, 2019 (“2020 Agreement”). The general purpose of this Work Order 2020-01 is for LRE to support Lawrence Jones Custer Grasmick in filing an augmentation plan and change of water rights in the Division 1 water court.

This project will be managed under LRE Project Number 1527TWF07, Task 1.

2.0 Scope of Services.

We will provide information and supporting documentation, as requested, for the water court filing.

3.0 Budget

The total budget and maximum payment obligation for Work Order 2020-01 under LRE Project Number 1527TWF07 Task 1 will not exceed \$40,000. This project will be billed monthly based on hours expended in that month, at the rates included in the 2020 Agreement.

4.0 Schedule

Work will begin January 1, 2020 or upon receiving a notice to proceed, whichever is later. The work authorized by Work Order 2020-01 will be completed by December 25, 2020.

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

NOTICE TO PROCEED

You are hereby given notice to proceed with:

Work Order Number:

2020-01

Dated:

December 11, 2019

Not to Exceed Budget:

\$40,000.00

Signature:

Title:

Date:

**Work Order 2020-02 under
AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE
AND LEONARD RICE ENGINEERS, INC. FOR ENGINEERING SERVICES
Date: December 11, 2019**

1.0 General. This is Work Order 2020-02 under AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE AND LEONARD RICE ENGINEERS, INC. FOR ENGINEERING SERVICES, between Leonard Rice Engineers, Inc. (LRE) and the Town of Firestone (Firestone), signed by Firestone on December 11, 2019 (“2020 Agreement”). The general purpose of this Work Order 2020-02 is for LRE to support Lawrence Jones Custer Grasmick in filing a substitute water supply plan with the Division 1 Office of the State Engineer to allow pumping of Firestone wells while the water court process for the plan of augmentation proceeds.

This project will be managed under LRE Project Number 1527TWF07 Task 2.

2.0 Scope of Services.

We will provide information and supporting documentation, as requested, for the substitute water supply plan. We will respond to questions from the State and objectors to develop terms and conditions that will allow the plan to be approved.

3.0 Budget

The total budget and maximum payment obligation for Work Order 2020-02 under LRE Project Number 1527TWF07 Task 2 will not exceed \$40,000. This project will be billed monthly based on hours expended in the month, at the rates included in the 2020 Agreement.

4.0 Schedule

Work will begin January 1, 2020, or upon receiving a notice to proceed, whichever is later. The work will be completed by December 25, 2020.

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

NOTICE TO PROCEED

You are hereby given notice to proceed with:

Work Order Number:

2020-02

Dated:

December 11, 2019

Not to Exceed Budget:

\$40,000.00

Signature:

Title:

Date:

**Work Order 2020-03 under
AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE
AND LEONARD RICE ENGINEERS, INC. FOR ENGINEERING SERVICES**

December 11, 2019

1.0 General. This is Work Order 2020-03 under AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE AND LEONARD RICE ENGINEERS, INC. FOR ENGINEERING SERVICES, between Leonard Rice Engineers, Inc. (LRE) and the Town of Firestone (Firestone), signed by Firestone on January 8, 2020 (“2020 Agreement”). The general purpose of this Work Order 2020-03 is for LRE to collect and analyze water quality samples in 2020 to provide continuing data on the water quality of raw water sources in the St. Vrain Creek basin.

This project will be managed under LRE Project Number 1527TWF07 Task 3.

2.0 Scope of Services.

Water quality sampling and analysis

We will generally continue the water quality sampling plan to collect data from the Gould Test Well and the St Vrain Creek, and from the irrigation ditches in the area.

Deliverable: Deliverable will be a tabulation of the data collected in 2020.

3.0 Budget

The total budget and maximum payment obligation for Work Order 2020-03 under LRE Project Number 1527TWF07 Task 3 will not exceed \$66,000.00. We will bill in twelve equal installments of \$5,500.00 each.

4.0 Schedule

Work will begin January 1, 2020, or upon receiving a notice to proceed, whichever is later. The work authorized by Work Order 2020-03 will be completed by December 25, 2020.

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

NOTICE TO PROCEED

You are hereby given notice to proceed with:

Work Order Number:

2020-03

Dated:

December 11, 2019

Not to Exceed Budget:

\$66,000.00

Signature:

Title:

Date:

**Work Order 2020-04 under
AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE
AND LEONARD RICE ENGINEERS, INC. FOR ENGINEERING SERVICES**

December 11, 2019

1.0 General. This is Work Order 2020-04 under AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE AND LEONARD RICE ENGINEERS, INC. FOR ENGINEERING SERVICES, between Leonard Rice Engineers, Inc. (LRE) and the Town of Firestone (Firestone), signed by Firestone on December 11, 2019 (“2020 Agreement”). The general purpose of this Work Order 2020-04 is for LRE to implement the water rights and water supply accounting system as needed to support the substitute water supply plan.

This project will be managed under LRE Project Number 1527TWF07 Task 4.

2.0 Scope of Services.

The template of an accounting system was developed in 2017; the portions that system necessary to account for water use and replacement under the terms of the substitute water supply plan will be made functional.

Deliverable: Deliverable will be a substitute water supply plan accounting system that reports on the data collected in 2020.

3.0 Budget

The total budget and maximum payment obligation for Work Order 2020-04 under LRE Project Number 1527TWF07 Task 4 will not exceed \$14,000.00. This project will be billed monthly based on hours expended in that month, at the rates included in the 2020 Agreement.

4.0 Schedule

Work will begin January 1, 2020, or upon receiving a notice to proceed, whichever is later. The work authorized by Work Order 2020-04 will be completed by December 25, 2020.

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

NOTICE TO PROCEED

You are hereby given notice to proceed with:

Work Order Number:

2020-04

Dated:

December 11, 2019

Not to Exceed Budget:

\$14,000.00

Signature:

Title:

Date:

**Work Order 2020-05 under
AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE
AND LEONARD RICE ENGINEERS, INC. FOR ENGINEERING SERVICES**

Date: December 11, 2019

1.0 General. This is Work Order 2020-05 under AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE AND LEONARD RICE ENGINEERS, INC. FOR ENGINEERING SERVICES, between Leonard Rice Engineers, Inc. (LRE) and the Town of Firestone (Firestone), signed by Firestone on December 11, 2019 (“2020 Agreement”). The general purpose of this Work Order 2020-05 is for LRE to assist Firestone with the review and analysis, and negotiations or other efforts to research and purchase water rights.

This project will be managed under LRE Project Number 1527TWF07 Task 5.

2.0 Scope of Services.

Research, analyze and evaluate water rights

Firestone has targeted the Lower Boulder Ditch, the New Coal Ridge Ditch, the Godding Ditch, the Rural Ditch and the Last Chance Ditch as water rights to acquire for Firestone to use for all municipal purposes, including storage in the Town of Firestone Reservoirs. In addition, the Town may receive offers to exercise a Right of First Refusal to purchase various water rights.

This Work Order directs LRE to evaluate general and specific opportunities with those water rights, and with other water rights that are offered to Firestone that require evaluation. Depending on which water right or ditch company shares are being evaluated, the research could include reviewing ditch company bylaws and operations, historical water use by the shares being evaluated, how the shares could be used by Firestone, how much to pay for the shares, whether the shares should be changed in water court immediately or if they could or should be leased until a change case is filed, and similar technical and strategic matters. In addition, the Town may receive offers to exercise a Right of First Refusal to purchase various water rights. This Scope does not include preparation of expert engineering reports for submittal to Water Court.

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

3.0 Budget

The total budget and maximum payment obligation for Work Order 2020-05 under LRE Project Number 1527TWF07, Task 5 will not exceed \$50,000.00. We will bill work on this project at the hourly rates specified in the 2020 Agreement.

4.0 Schedule

Work will begin work under this Work Order 2020-05 on January 1, 2020 or upon receiving a notice to proceed. This work will be completed by December 25, 2020. If the work needs to continue in 2021 that will be under a new Agreement and Work Order for 2021.

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

NOTICE TO PROCEED

You are hereby given notice to proceed with:

Work Order Number:

2020-05

Dated:

December 11, 2020

Not to Exceed Budget:

\$50,000.00

Signature:

Title:

Date:

**Work Order 2020-06 under
AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE
AND LEONARD RICE ENGINEERS, INC. FOR ENGINEERING SERVICES**

Date: December 11, 2019

1.0 General. This is Work Order 2020-06 under AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE AND LEONARD RICE ENGINEERS, INC. FOR ENGINEERING SERVICES, between Leonard Rice Engineers, Inc. (LRE) and the Town of Firestone (Firestone), signed by Firestone on December 11, 2019 (“2020 Agreement”). The general purpose of this Work Order 2020-06 is for LRE to assist Firestone with matters related to the Firestone’s membership in the St.Vrain Water Authority.

This project will be managed under LRE Project Number 1527TWF07 Task 6.

2.0 Scope of Services.

Work Order 2020-06 is for LRE to assist Firestone with St. Vrain Water Authority matters, including development of Intergovernmental Agreements and attendance at selected Board meetings.

3.0 Budget

The total budget and maximum payment obligation for Work Order 2020-06 under LRE Project Number 1527TWF07 Task 6 will not exceed \$18,000.00. We will bill this work in 12 equal installments of \$1,500.00 each.

4.0 Schedule

Work will begin work under this Work Order 2020-06 on January 1, 2019 or upon receiving a notice to proceed. This work will be completed by December 31, 2020. If the work needs to continue in 2021 that will be under a new Agreement and Work Order for 2021.

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

NOTICE TO PROCEED

You are hereby given notice to proceed with:

Work Order Number:

2020-06

Dated:

December 11, 2019

Not to Exceed Budget:

\$18,000.00

Signature:

Title:

Date:

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.e.

Consent Agenda

Meeting Date: December 11, 2019

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 19-106: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND PLUMMER ASSOCIATES, INC., REGARDING THE WATER TREATMENT PLANT PROJECT

SUMMARY

This 2020 Service Agreement is to continue Plummer Associates, Inc. services on the design and construction phases of the St. Vrain Water Treatment Plant for the Town of Firestone.

HISTORY AND PREVIOUS BOARD ACTION

During 2018, FEI provided services to the Town of Firestone through Work Order Agreements between Leonard Rice Engineering, Inc. and the Town of Firestone.

In December 2018, the Board of Trustees approved the 2019 Independent Consulting Agreement directly with FEI Engineering, Inc. for services related to the design of the St. Vrain Water Treatment Plant. In January 2019, the Board of Trustees consented to FEI Engineering Inc's., assignment of the agreement to Plummer Associates, Inc.

RECOMMENDATION

Staff recommends the Board approve Resolution 19-106, and the aattached engineering agreement with Plummer Associates, Inc. for the St. Vrain Water Treatment Plant.

ALTERNATIVES

The Board may choose not to approve Resolution 19-106, and provide Staff with additional direction.

ATTACHMENTS

1. Res No 19-106 2020 Plummer Assoc Eng Services
2. 2020 Plummer Assoc Eng Service Agmt

FINANCIAL CONSIDERATIONS

The Agreement is for a total of \$589,000.00, including \$275,000.00 for the Final Design Phase and \$314,000.00 for the Construction Phase. Funds for the tasks described in exhibit A have been appropriated in the Town's 2020 budget.

The appropriated amount of \$589,000.00 will not be exceeded unless the Board approves additional amendments to the agreement and appropriates monies for same.

RESOLUTION NO. 19-106

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN ENGINEERING SERVICES
AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND PLUMMER
ASSOCIATES, INC., REGARDING THE WATER TREATMENT PLANT
PROJECT**

WHEREAS, on December 12, 2018, the Board of Trustees of the Town of Firestone (“Firestone”) entered into an Engineering Services Agreement (“Agreement”) with FEI Engineers, Inc, concerning Firestone’s Water Treatment Plant Project (“Project”); and

WHEREAS, effective January 1, 2019, Firestone, as authorized by Sec. 11 of the Agreement, consented to FEI Engineers Inc., assignment of the Agreement to Plummer Associates, Inc; and

WHEREAS, the Agreement assigned to Plummer Associates Inc expires on December 26, 2019; and

WHEREAS, as the Project’s Final Design Phase and Construction remain to be completed and as Plummer Associates, Inc., have the special expertise, qualifications and background to complete the Project, the parties desire to continue the Engineering Services Agreement.

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

The Engineering Services Agreement between the Town of Firestone and Plummer Associates, Inc., regarding the Water Treatment Plant Project is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to sign the Agreement.

INTRODUCED, READ AND ADOPTED this 11th day of December, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE
AND PLUMMER ASSOCIATES, INC.
FOR ENGINEERING SERVICES**

1. PARTIES

The parties to this Agreement are the **Town of Firestone**, a Colorado municipal corporation, hereinafter referred to as the "Town", and **PLUMMER Associates, Inc.**, a Texas corporation, hereinafter referred to as the "Consultant".

2. RECITALS AND PURPOSE

- 2.1. The Town desires to engage the Consultant for the purpose of providing engineering services as further set forth in the Consultant's Scope of Services (which services are hereinafter referred to as the "Services").
- 2.2. The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3. SCOPE OF SERVICES

- 3.1. The Consultant agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The Consultant shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The Consultant acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other consultants to provide the same or similar services during the term of this Agreement.
- 3.2. In addition to the Services described in Exhibit A, the Town may prepare, with the assistance of Consultant, work orders, containing, at a minimum, the following information: (1) the specific tasks and deliverables Consultant must perform; (2) Consultant's budget; (3) the Town's maximum payment obligation under the subject work order; and (4) the completion date for the subject work order. Consultant shall be compensated for work orders on an hourly basis at the hourly rates set forth in Exhibit A, subject to the agreed upon maximum payment obligation. After the work order has been finalized and agreed to by the Town and Consultant, the Town may issue a notice to proceed obligating Consultant to begin performance of the subject work order. Consultant shall not commence work on any work order until it has received the applicable notice to proceed. Notice to proceed may be sent by email.
- 3.3. The Town reserves the right to amend any work order that has been issued under this Agreement by altering, reducing, increasing, or eliminating specific tasks and deliverables. If the Town desires to amend a work order that has been issued, then the Town shall notify Consultant of the contemplated change ("Notice of Change Order"). Upon receiving the Notice of Change Order Consultant shall provide: (1) an estimate of the increase or decrease, if any, to Consultant's budget due to the contemplated change and (2) the estimated change in the completion date of the subject work order, if any. The Town may instruct Consultant in the Notice of Change Order to suspend work on any identified task or deliverable affected by a contemplated change, pending the Town's decision to proceed with the change. When instructed, Consultant shall suspend work on

any identified task or deliverable affected by a contemplated change. If it elects to make the change, the Town shall issue a change order amending the subject work order and providing Consultant with a corresponding Notice to Proceed. Consultant shall not commence work on any change order until it has received the applicable notice to proceed.

4. COMPENSATION

- 4.1. The Town shall pay the Consultant for services requested and rendered under this Agreement as set forth in Exhibit "A". The Town's maximum payment obligation under this Agreement, excluding work orders finalized and agreed to by the Town and Consultant, shall not exceed the not-to-exceed amount set forth in Exhibit A. The Town shall pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.) which are deemed necessary for performance of the services and which are pre-approved by the Town Manager. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- 4.2. The Consultant shall submit monthly an invoice to the Town for the per-month amount set forth in Exhibit A for Services rendered in the previous month, and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The Consultant shall provide such additional backup documentation as may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5. PROJECT REPRESENTATION

- 5.1. The Town designates Julie Pasillas, Director of Public Works, as the responsible Town staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by the Director of Community Development and such person's designees.
- 5.2. The Consultant designates Patrick O'Brien, Principal, as its principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly Patrick O'Brien, and such replacement require the Town or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

6. TERM

The term of this Agreement shall be December 26, 2019 to December 25, 2020, unless sooner terminated pursuant to Section 13, below. The Consultant's services under this Agreement shall commence upon execution

of this Agreement by the Town and shall progress so that the Services are completed in a timely fashion consistent with the Town's requirements. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Firestone Board of Trustees, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, the Town shall immediately notify Consultant of such occurrence, and this Agreement shall terminate effective December 31 of the then-current fiscal year.

7. INSURANCE

- 7.1. The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:
- 7.1.1. Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of work under this contract. Evidence of qualified self-insured status may be substituted.
 - 7.1.2. Automobile liability and physical damage insurance and physical damage insurance for any vehicle used in performing services for the Town, in amounts not less than prescribed by Colorado law (currently \$25,000 per person/\$50,000 per accident bodily injury and \$15,000 per accident property damage).
 - 7.1.3. Professional liability insurance against errors and omissions with minimum combined single limits of \$2,000,000.00 each occurrence and \$2,000,000.00 aggregate.
 - 7.1.4. General liability insurance with minimum combined single limits of \$2,000,000.00 each occurrence and \$2,000,000.00 aggregate.
- 7.2. The Consultant's general liability insurance and automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests' provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3. Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage

shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

- 7.4. Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.
- 7.5. The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8. INDEMNIFICATION

To the fullest extent permitted by law, the Consultant agrees to defend, indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if and to the extent such injury, loss, or damage is caused by the negligent act, or omission, of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall bear all other costs and expenses incurred by the Town or Consultant and related to any such liability including but not limited to court costs, expert witness fees and reasonable attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant. Notwithstanding the foregoing, Consultant's duty to defend, indemnify and hold harmless the Town, and its elected and appointed officials and its employees as set forth in this section shall only arise upon determination, by adjudication, alternative dispute resolution, or mutual agreement between Consultant and the Town, of the Consultant's liability or fault. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town or its elected and appointed officers and its employees.

9. QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10. INDEPENDENT CONTRACTOR

Consultant and any persons employed by Consultant for the performance of work hereunder shall be independent contractors and not agents of the Town. Any provisions in this Agreement that may appear to give the Town the right to direct Consultant as to details of doing work or to exercise a measure of control over the work mean that Consultant shall follow the direction of the Town as to end results of the work only. **As an independent contractor, Consultant is not entitled to workers' compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Consultant is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract.**

11. ASSIGNMENT

Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the Town's prior written consent.

12. DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13. TERMINATION

13.1. This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.2. In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Consultant under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14. INSPECTION AND AUDIT

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15. DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services ("Consultant Deliverables") are and shall remain the exclusive property of the Town. All Consultant Deliverables shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Consultant shall not provide copies of any such material to any other party without the prior written consent of the Town.

The Town shall not make any modification to the Consultant Deliverables without the prior written authorization of the Consultant. Any and all liability arising out of unauthorized changes made to Consultant Deliverables by the Town or persons other than Consultant, its employees, officers, agents or subcontractors, is waived against Consultant.

16. ENFORCEMENT

In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

17. COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

- 17.1. Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2. Exhibit B, the "Town of Firestone Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Consultant's Pre-Contract Certification which Consultant has executed and delivered to the Town prior to Consultant's execution of this Agreement.

18. INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by email, addressed to the party for whom it is intended at the following addresses:

If to the Town:

Town of Firestone
Attn: Director of Public Works
151 Grant Ave.
Firestone, Colorado 80520
Telephone: (303) 833-3291
Email: jpasillas@firestoneco.gov

If to the Consultant:

Patrick O'Brien
Plummer Associates, Inc.
1221 Auraria Parkway
Denver, CO 80204
Telephone: (720) 774-6140
Email: pobrien@plummer.com

Any such notice or other communication shall be effective when received as indicated on the delivery

receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on email receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20. EQUAL OPPORTUNITY EMPLOYER

- 20.1. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- 20.2. Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 GOVERNING LAW, DISPUTE RESOLUTION, VENUE & SEVERABILITY

The laws of the State of Colorado shall govern the interpretation, validity, performance and enforcement of this Agreement. For the resolution of any dispute arising hereunder that cannot be resolved through negotiation between the parties, the Town and the Consultant agree that the dispute shall be submitted to nonbinding mediation prior to either party resorting to litigation. Mediation costs shall be borne equally by the parties. Notwithstanding the foregoing, nonbinding mediation shall not be required for determinations of liability or fault pursuant to section 8 of this Agreement. Any dispute not resolved through negotiation or mediation shall be resolved in the District Court of Weld County of the State of Colorado, and in no other court. If any provision of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

22.0 NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Consultant. The Consultant's services under this Agreement are being performed solely for the Town's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of Services hereunder.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the Town.

Town:

TOWN OF FIRESTONE

By: _____

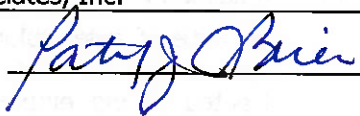
Print Name: Bobbi Sindelar

Title: Mayor

Date Signed: _____

Consultant:

Plummer Associates, Inc.

By: 

Print Name: Patrick O'Brien

Title: Principal

Date Signed: 12/5/19

Attest

Print Name: _____

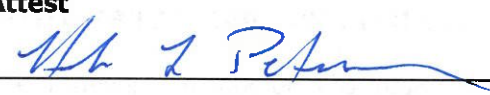
Title: Town Clerk

Approved As To Form

Print Name: William P. Hayashi

Title: Town Attorney

Attest

Print Name: 

Title: Admin Assistant

Exhibit A – Scope of Services

Plummer will provide professional services based upon our understanding of the project and its objectives.

The 2020 scope of services assume design phase finishing as early as March and as late as May 1, 2020 and services include construction phase services through December of 2020. Construction Phase services during 2021 are not included.

Final Design Phase

The Final Design Phase will run concurrently with the Construction Phase and the continued progression through the CDPHE approval process of the 60% Design Phase and the Select a Construction Manager at Risk (CMAR) Phase.

Based upon the comments received from the 60% design review meeting, we will develop the final design.

- Project Management
- Monthly Progress Meetings and deliverable Review meetings
- Final Engineering (80%)
- Final Drawings (80%)
- Final (Abbreviated) Technical Specifications

Budget: \$275,000

Construction Phase

The Construction Phase services will include:

- Project Management
- Progress Meetings
- Office Engineering (Submittal Review, RFI's, WCD's, FO's, RFCO's)
- Periodic Site Visits/Part-time Resident Project Representative services (avg 1x/week)
- Submittal Reviews
- CMAR Application for Payment Reviews

Budget: \$314,000

This Agreement will be billed under Plummer Associates, Inc. Project _____.

Consideration

We will invoice the Town of Firestone on a time and material basis for the period of December 26, 2019 through December 25, 2020, not to exceed \$ 589,000. Compensation for periods less than one month shall be prorated based on the number of working days in the month. Consultant's lump sum fee

is based on the following hourly rates for its employees:

2020 Rates

2020 billing rates effective 1/1/2020

Billing rates adjusted annually

Direct expenses will be invoiced along with monthly labor costs

Management & Engineering Personnel	Rate per Hour, \$
Principal Engineer	225-290
Senior Technical Specialist	182-240
Senior Project Manager	182-240
Discipline Lead	182-270
Project Manager	160-195
Senior Engineer	155-170
Project Engineer II	140-145
Project Engineer I	135-140
Engineer III	125-135
Engineer II	120-125
Engineer I	115-120
Specialty	
Senior Resident Project Representative	125-135
Resident Project Representative	120-125
Senior Designer	120-140
CAD Designer	110-120
CAD Technician	85-90
Support Personnel	
Administrative	85-120

Any changes to Consultant's hourly rates will be communicated to the Town, and shall not take effect unless and until such changes are approved by the Firestone Town Board.

Exhibit B

Town of Firestone Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not 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 this contract.

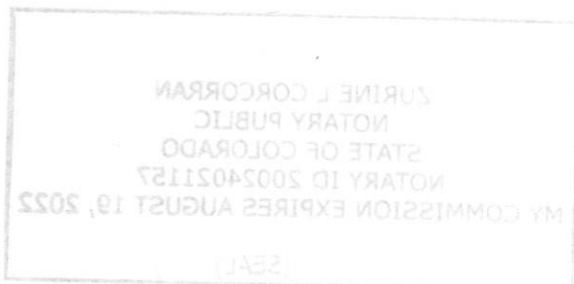
Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph 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.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, Town may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.



**Pre-Contract Certification
in Compliance with C.R.S. Section 8-17.5-102(1)**

From: Plummer Associates, Inc. (Prospective Contractor)

To: Town of Firestone

As a prospective independent contractor for the above-identified project, I (we) do hereby certify that, as of the date of this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify employment verification program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor and Employment Program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of any employees hired since the date of this contract to perform work under this contract.

Executed this _____ day of _____, 20 ____.

PROSPECTIVE CONTRACTOR

Patrick O'Brien 12/5/19
Signature Date

Patrick O'Brien Principal
Printed Name Title

(720) 774-6140
Phone

pobrien@plummer.com
Email

ACKNOWLEDGMENT

STATE OF Colorado
) ss.

COUNTY OF La Plata

The foregoing Certification was acknowledged before me this 5 day of December, 20 19,
by Patrick O'Brien (Name), for Plummer Associates
(Name) (Company Name).

Witness my hand and official seal.

My commission expires: 8/19/2022

Zurine L. Corcorran
Notary Public

ZURINE L CORCORRAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024021157
MY COMMISSION EXPIRES AUGUST 19, 2022
(SEAL)

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.f.

Consent Agenda

Meeting Date: December 11, 2019

Initiated By: Matt Wiederspahn

Dept: Engineering - Town

AGENDA TITLE

Resolution 19-109: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING AND APPROVING A MASTER USE AGREEMENT AND SUPPLEMENTAL SITE LICENSE AGREEMENT WITH UNITE PRIVATE NETWORKS REGARDING THE INSTALLATION AND OPERATION OF A FIBER OPTIC NETWORK AND RELATED EQUIPMENT IN TOWN CONTROLLED RIGHTS OF WAY.

SUMMARY

Unite Private Networks, LLC provides fiber optic service to several existing St. Vrain Valley School District Facilities. Previous fiber facilities were installed on Town property, easements and/or right-of-way without any agreement with the Town authorizing the use of Town property. Recently, Unite Private Networks, LLC has approached the Town to extend their fiber optic cable facilities along Colorado Boulevard for the St. Vrain Valley School District. Staff is taking this opportunity to include all of the existing facilities and the proposed new facility in a Master Right-of-way Use Agreement.

The Master Agreement provides for protection of Town property, relocation of fiber facilities in the event they conflict with future Town improvements, and an administrative process for future fiber projects through Supplemental Site License Agreements. These supplemental agreements include provisions allowing the Town to require Unite Private Networks to install Town owned fiber facilities (at the Town's cost) at the same time they install their facilities.

HISTORY AND PREVIOUS BOARD ACTION

N/A

RECOMMENDATION

Approve the Resolution Authorizing the Mayor to sign the Master Right-of-Way Use Agreement.

ALTERNATIVES

ATTACHMENTS

1. Unite Private Networks - Master ROW Use Agreement
2. Reso. 19-109 Unite Private Networks Master ROW Use Agreement

FINANCIAL CONSIDERATIONS

N/A

TOWN OF FIRESTONE

MASTER RIGHT-OF-WAY USE AGREEMENT FOR FIBER NETWORKS

This Master Right-of-Way Use Agreement ("Use Agreement") is dated as of the ____ day of _____, 2019 (the "Effective Date"), and entered into by and between the Town of Firestone, a municipal corporation (the "Town"), and Unite Private Networks, L.L.C., a Delaware limited liability company (the "Company").

RECITALS

A. Company owns, maintains, operates and controls, in accordance with regulations promulgated by the Federal Communications Commission, a fiber-based telecommunications Network or Networks serving the Company's customers.

B. For purpose of operating the Network, the Company wishes to locate, place, attach, install, operate, control, and maintain Equipment in the Public Right-of-Way (as defined in § 1.6 below) in the locations detailed in Supplemental Sites Licenses as shown on **Exhibit B**.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

Section 1. Definitions. The following definitions shall apply generally to the provisions of this Use Agreement.

1.1 "**Town**" means the Town of Firestone, a Colorado statutory municipality.

1.2 "**Equipment**" means electronics equipment, transmission equipment, shelters, coaxial cables, mounts, generators, containment structures, hangers, pull boxes, conduit, pedestals, brackets, fiber optic cable and other accessories and component equipment.

1.3 "**Installation Date**" shall mean the date that the first Equipment is installed by the Company pursuant to this Use Agreement.

1.4 "**Laws**" means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the Town or other governmental agency having joint or several jurisdiction over the parties to this Use Agreement.

1.5 "**Network**" or collectively "Networks" means one or more of the communication or telecommunication systems operated by the Company to serve its customers in the Town.

1.6 "**Public Right-of-Way**" means the space in, upon, above, along, across, and below the public streets, roads, highways, lanes, courts, ways, alleys, boulevards, sidewalks and bicycle lanes, including all public rights-of-way, utility easements and public service easements as the same now or may hereafter exist, that are under the jurisdiction of the Town. This term shall not include Town parkland, open space, trails, state or federal rights of way, or any property owned by any person or entity other than the Town, except

as provided by applicable Laws or pursuant to an agreement between the Town and any such person or entity.

1.7 **"Services"** means the telecommunications services provided through the Network by the Company to its customers. Services also includes the lease of a Network, or any portion thereof, to another person or entity, or the provision of capacity or bandwidth on the System to another person or entity, provided that Company at all times retains exclusive control over the System and remains responsible for locating, servicing, repairing, relocating or removing its System pursuant to the terms of this Agreement. From time-to-time, the Company may enter into sales contracts with its customers to sell them additional services unrelated to its use of Equipment in the Public Right-of Way, for example: engineering design, network consulting, or for the sale of hardware. Revenues from these additional engineering services and hardware are not considered to be "Services" for purposes of this Agreement.

Section 2. Term. This Use Agreement shall be effective as of the Effective Date and shall extend for a term of ten (10) years commencing on the Installation Date, unless it is earlier terminated by either party in accordance with the provisions herein. Provided, however, that if the Company's Network is not operational and providing Services to customers within the Town within two (2) years of the effective date of this Use Agreement, this Use Agreement may be terminated by the Town, in its sole discretion, upon thirty (30) days written notice. This Agreement may be extended for an additional agreed-upon period of time upon the mutual execution by the Parties of a written amendment.

Section 3. Scope of Use Agreement. Any and all rights expressly granted to the Company under this Use Agreement, which shall be exercised at the Company's sole cost and expense, shall be subject to the Town's lawful exercise of its police powers and the prior and continuing right of the Town under applicable Laws to use any and all parts of the Public Right-of-Way exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, leases, licenses, permits, franchises, encumbrances, and claims of title of record which may affect the Public Right-of-Way. Nothing in this Use Agreement shall be deemed to grant convey, create, or vest in the Company a real property interest in land, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted under this Use Agreement shall be subject to the reasonable prior review and approval of the Town and shall conform with applicable laws and regulations. Nothing in this Use Agreement shall be deemed to grant a franchise, nor permit the Town to collect a franchise fee. This Use Agreement does not grant a Franchise or other right to utilize the Public Right-of-Way to construct a cable system, provide cable or other video programming services, construct a wireless communications facility, or provide wireless communications services.

3.1 **Applicability of Town Site Planning Process.** Nothing in this Use Agreement shall waive or modify the Company's obligation to comply with the Town's regular site plan process, in the placement of the Company's Equipment.

3.2 **No Interference.** The Company in the performance and exercise of its rights and obligations under this Use Agreement shall not interfere in any manner with the existence and operation of any and all public and private rights of way (except in the case where the

Company's rights are prior or superior to such private right of way), sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, cable television, and other communications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Use Agreement.

3.3 **Compliance with Laws.** The Company shall comply with all applicable Laws in the exercise and performance of its rights and obligations under this Use Agreement.

3.4 **Utility Notification Center.** Prior to undertaking any work pursuant to this Agreement, the Company shall take all actions necessary to become a tier 1 member of the Utility Notification Center of Colorado, and comply with and adhere to local procedures, customs and practices relating to the one call locator service program established in C.R.S. Section 9-1.5-101, et seq., as such may be amended from time to time.

Section 4. Construction. The Company intends to install its Equipment at the locations set forth on the plan and profile approved by the Town and submitted as a request for supplemental site license. The Company shall be required to obtain a supplemental site license for each Equipment location by submitting all information required by **Exhibit A** prior to beginning construction. The Town will authorize the Company to commence construction with the grant of a supplemental site license and the provision of all necessary permits. Granted supplemental site licenses will be attached to this document as part of **Exhibit B**. The Company shall comply with all applicable federal, State, and Town technical specifications and requirements and all applicable State and local codes related to the construction, installation, operation, maintenance, and control of the Company's Equipment installed in the Public Rights-of-Way in the Town.

4.1 **Obtaining Required Permits.** If the attachment, installation, operation, maintenance, or location of the Equipment in the Public Right-of-Way shall require any permits, the Company shall, if required under applicable Town ordinances, apply for the appropriate permits and pay any standard and customary permit fees. The Town shall respond to the Company's requests for permits in the ordinary course of its business and shall otherwise cooperate with the Company in facilitating the deployment of the Network in the Public Right-of-Way in a reasonable and timely manner. As a condition of obtaining any permit that involves digging or other excavation in the Public Right-of-Way, the Company shall physically identify the horizontal and vertical locations of any other existing underground utility or other facilities in the Public Right-of-Way in the proximity of the proposed work area and illustrate such locations on plan and profile drawings also illustrating the proposed Equipment in accordance with **Exhibit A**. Such drawings shall be provided to the Town with each request for a supplemental site license. Construction shall not begin until written confirmation of grant of a supplemental site license by the Town and the acquisition of all necessary permits.

4.2 **Relocation and Displacement of Equipment.** The Company understands and acknowledges that Town may require the Company to relocate one or more of its Equipment installations. The Company shall at Town's direction relocate such Equipment at the Company's sole cost and expense not later than one hundred and twenty (120) days after receiving written notice that the Town reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a Town facility or Public Right-of-Way; (b) because the Equipment is interfering with or adversely affecting proper operation of street lights,

traffic signals, governmental communications networks or other Town property; or (c) to protect or preserve the public health or safety. In any such case, Town shall use its best efforts (but shall not be required to incur financial costs) to afford the Company a reasonably equivalent alternate location. If the Company shall fail to relocate any Equipment as requested by the Town within one hundred and twenty (120) days after the above-referenced notice in accordance with the foregoing provision upon notice to Company, Town shall be entitled to relocate the Equipment at the Company's sole cost and expense. To the extent, the Town has actual knowledge thereof, the Town will attempt promptly to inform the Company of the displacement or removal of any pole on which any Equipment is located.

4.3 Damage to Public Right-of-Way. Whenever the removal or relocation of Equipment is required or permitted under this Use Agreement, and such removal or relocation shall cause the Public Right-of-Way to be damaged, the Company, at its sole cost and expense, and within thirty (30) days after such damage occurs, repair the damage and return the Public Right-of-Way in which the Equipment are located to a safe and satisfactory condition in accordance with applicable Laws. If the Company does not repair the damage and Public Right-of-Way as just described, then the Town shall have the option, upon fifteen (15) days' prior written notice to the Company, to perform or cause to be performed such reasonable and necessary work on behalf of the Company and to charge the Company for the proposed costs to be incurred or the actual costs incurred by the Town at Town's standard rates. Upon the receipt of a demand for payment by the Town, the Company shall promptly reimburse the Town for such costs. In the case of fire, disaster or other emergency, the Town may remove or disconnect the Company's Equipment located in the Public Right-of-Way or on any other property of the Town. The Town shall provide reasonable notice to the Company prior to taking such action and shall provide the Company with the opportunity to perform such action within twenty-four (24) hours unless, in the Town's reasonable discretion, the imminent threat to public health safety or welfare makes such notice impractical.

4.4 Removal of Equipment. Upon sixty (60) days' written notice by the Town pursuant to the expiration or earlier termination of this Use Agreement for cause, the Company shall promptly, safely and carefully remove the Equipment from all Facilities in the Public Right-of-Way. If the Company fails to complete this removal work on or before the sixty (60) days subsequent to the issuance of notice pursuant to this Section, then the Town, upon written notice to the Company, shall have the right at the Town's sole election, but not the obligation, to perform this removal work and charge the Company for the actual costs and expenses, including, without limitation, reasonable administrative costs. The Company shall pay to the Town actual costs and expenses incurred by the Town in performing any removal work and any storage of the Company's property after removal within sixty (60) days after the date of a written demand for this payment from the Town. After the Town receives the reimbursement payment from the Company for the removal work performed by the Town, the Town shall promptly return to the Company the property belonging to the Company and removed by the Town pursuant to this Section at no liability to the Town. If the Town does not receive reimbursement payment from the Company as set forth above, or if Town does not elect to remove such items at the Town's cost after the Company's failure to so remove, any items of the Company's property remaining on or about the Public-Right-of-Way may, at the Town's option, be deemed abandoned and the Town may dispose of such property in any manner permitted by Law. Alternatively, the Town may elect to take title to abandoned property, provided that the Company shall submit to the Town an instrument satisfactory to the Town transferring to the Town the

ownership of such property. The provisions of the Section shall survive the expiration or earlier termination of this Use Agreement. Unless removed by the Town as set forth herein, the Company may remove its Equipment from the Public-Right-of-Way at any time at its discretion, provided that any such removal is in compliance with applicable zoning and permitting requirements.

Section 5. INDEMNIFICATION AND WAIVER. To the extent allowed by law, the Company agrees to indemnify, defend, protect, and hold harmless the Town, its elected officials, officers, and employees from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") directly or proximately resulting from the Company's activities undertaken pursuant to this Use Agreement, except to the extent arising from or caused by the gross negligence or willful misconduct of the Town, its elected officials, officers, employees, agents, or contractors.

5.1 Waiver of Claims. The Company waives any and all claims, demands, causes of action, and rights it may assert against the Town on account of any loss, damage, or injury to any Equipment or any loss or degradation of the Services as a result of any event or occurrence which is beyond the reasonable control of the Town.

5.2 Limitation of Town's Liability. To the extent permitted by law, the Town shall be liable only for the cost of repair to damaged Equipment arising from the gross negligence or willful misconduct of Town, its employees, agents, or contractors and shall in no event be liable for indirect or consequential damages. The Town does not waive any of the protections, immunities or limitations afforded it by the Colorado Governmental Immunity Act (C.R.S. §§ 24-10-101 et. seq.) as same may be amended from time to time.

5.3 Limitation of Company's Liability. In no event shall the Company be liable to the Town for indirect or consequential damages.

Section 6. INSURANCE. The Company shall obtain and maintain at all times during the term of this Use Agreement (a) Commercial General Liability insurance protecting the Company in an amount of Five Million Dollars (\$5,000,000) per occurrence (combined single limit), for bodily injury and property damage, and Five Million Dollars (\$5,000,000) general aggregate including personal and advertising injury liability and products-completed operations; (b) Commercial Automobile Liability covering all owned, hired, and non-owned autos in an amount of Five Million Dollars (\$5,000,000) combined single limit each accident for bodily injury and property damage; All required insurance policies shall include the Town, its council members, officers, and employees as additional insureds as their interest may appear under this Agreement for any covered liability arising out of the Company's performance of work under this Use Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Upon receipt of notice from its insurer(s) The Company shall use commercially reasonable efforts to provide the Town with thirty (30) days' advance written notice of cancellation.

6.1 Filing of Certificates and Endorsements. Prior to the commencement of any work pursuant to this Use Agreement, the Company shall file with the Town the required

original certificate(s) of insurance with blanket additional insured endorsements, which shall state the following:

(a) The policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;

(b) That the Company's insurance policies are primary as respects any other valid or collectible insurance that the Town may possess, including any self-insured retentions the Town may have; and any other insurance the Town does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and

(c) That the company's insurance policies waive any right of recovery the insurance company may have against the Town.

The certificate(s) of insurance shall be mailed to the Town at the address specified in § 9 below, and shall be updated annually within thirty (30) days of the anniversary of the Effective Date of this Agreement.

6.2 **Workers' Compensation Insurance.** The Company shall obtain and maintain, at all times during the term of this Use Agreement statutory workers' compensation and employer's liability insurance in an amount of One Million Dollars (\$1,000,000) each accident/disease/policy limit and shall furnish the Town with a certificate showing proof of such coverage.

6.3 **Insurer Criteria.** Any insurance provider of the Company shall be admitted and authorized to do business in the State of Colorado and shall carry a minimum rating assigned by A.M. *Best & Company's Key Rating Guide* of "A-" Overall and a Financial Size Category of "VII". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable.

6.4 **Severability of Interest.** "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

Section 7. Notices. All notices which shall or may be given pursuant to this Use Agreement shall be in writing and delivered (a) through the United States mail, by first class mail, postage prepaid; or (b) by facsimile or email transmission, if a hard copy of the same is followed by delivery through the U. S. mail or by overnight delivery service as just described, addressed as follows:

If to the Town:

Town of Firestone
Attn: Town Engineer
151 Grant Avenue
Firestone, CO 80520

and

If to Company:

Unite Private Networks, LLC
Attn: VP Real Estate
7200 NW 86th St, Suite M
Kansas City, MO 64153

7.1 **Date of Notices; Changing Notice Address.** Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the United States mail, or the next business day in the case of facsimile, email, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

Section 8. TERMINATION. This Use Agreement may be terminated by either party upon forty five (45) days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within forty-five (45) days of receipt of written notice of default (or, if such default is not curable within forty-five (45) days, if the defaulting party fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion), provided that the grace period for any monetary default shall be ten (10) business days from receipt of notice. Except as expressly provided herein, the rights granted under this Use Agreement are irrevocable during the term.

Section 9. ASSIGNMENT/TRANSFER OF OWNERSHIP OR CONTROL.

9.1 In this Section, the following words have the meanings indicated:

(a) "**Control**" means actual working control in whatever manner exercised. "Control" includes, but may not necessarily require, majority stock ownership.

(b) "**Proposed Transferee**" means a proposed purchaser, transferee, lessee, assignee or person acquiring ownership or control of this Use Agreement or of the Company.

9.2 The Company shall not sell, transfer, lease, assign, sublet or dispose of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, contract, consolidation or otherwise, this Use Agreement or any of the rights or privileges therein granted, without the prior consent of the Town, except that such consent shall not be required for sales, transfers, leases, assignments, subleases or disposals to any parent, subsidiary, affiliate or any person, firm or corporation that shall Control, or be under common Control, with the Company. The consent required by the Town shall not be unreasonably withheld or delayed, but may be conditioned upon the performance of those requirements necessary to ensure compliance with the specific obligations of this Use Agreement imposed upon the Company by Town. The Company shall provide no less than thirty (30) days written notice to the Town of the details of any transaction described herein that requires Town consent. Notwithstanding anything to the contrary in this Section 9.2, no Town consent is required for transfers to non-affiliates that are currently operating in the Town and are in full compliance of all obligations to the Town. The Company shall provide no less than thirty (30) days written notice to the Town of a transaction covered in this Section to a non-affiliate that it believes is compliant with its obligations to the Town.

9.3 The requirements of Subsection 9.2 shall not, except as set forth below, apply to any surviving successor entity or newly created successor entity in the event of a merger,

reorganization or consolidation involving Licensee. The Town reserves the right to be reimbursed for its reasonable costs relating to a transfer of ownership. Licensee shall not change its name under which it does business with the public without providing at least thirty (30) days prior notice to the Town. Section 9.2 shall apply to a change in control of the Company if the successor entity meets any of the following criteria, with a rebuttable presumption that a transfer of control has occurred upon the acquisition or accumulation by any person or group of persons of fifty-one percent (51%) or more of the voting shares of the Company:

(a) Has ever been convicted or held liable for acts involving deceit including any violation of federal, state or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts; or

(b) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction; or

(c) Has pending any material legal claim, law suit, or administrative proceeding arising out of or involving a network and/or equipment similar to that contemplated by this Use Agreement, except that any such claims, suits or proceedings relating to insurance claims, theft of service, or employment matters need not be disclosed; or

(d) Is financially insolvent; or

(e) Does not have the financial and technical capability to enable it to maintain and operate the network and equipment for the remaining term of this Use Agreement.

If the successor entity meets any of these criteria, the Town's consent must be obtained to the transfer of this Agreement or any of the rights provided hereunder. The consent required shall not be unreasonably withheld or delayed, but may be conditioned upon the performance of those requirements necessary to ensure compliance with the specific obligations of this Use Agreement imposed upon the Company by the Town.

9.4 In seeking the Town's consent to any change in ownership or control, the Company shall indicate whether it has failed to comply with any provision of this Use Agreement at any point during the term of this Use Agreement.

9.5 The consent or approval of the Town to transfer by the Company does not constitute a waiver or release of the rights of the Town in or to its Public Right-of-Way or easements and any transfer shall by its own terms be expressly subject to the terms and conditions of this Use Agreement.

9.6 Any sale, transfer or assignment of this Use Agreement will bind the successor in interest to the terms of this Use Agreement.

9.7 Notwithstanding anything contained in this Use Agreement, the Company may pledge the assets of the Network and Equipment for the purpose of financing provided that such pledge of assets shall not impair the Company or mitigate the Company's responsibility and capability to meet all its obligations under the provisions of this Use Agreement.

Section 10. Miscellaneous Provisions. The provisions that follow shall apply generally to the obligations of the parties under this Use Agreement.

10.1 **Non-exclusive Use.** The Company understands that this Use Agreement does not provide the Company with exclusive use of the Public Right-of-Way and that Town shall have the right to permit other providers of communications services to install equipment or devices in the Public Right-of-Way. The Company and the Town acknowledge that any agreement for placement of facilities or equipment in the Public Right-of-Way will be a public record, and will always be accessible to the Company, upon request.

10.2 **Waiver of Breach.** The waiver by either party of any breach or violation of any provision of this Use Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Use Agreement.

10.3 **Severability of Provisions.** If any one or more of the provisions of this Use Agreement shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Use Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Use Agreement. Each party hereby declares that it would have entered into this Use Agreement and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.

10.4 **Contacting the Company.** The Company shall be available to the employees of any Town department having jurisdiction over the Company's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The 24-hour emergency contact of the Company can be reached at: 1-866-963-4237

The Company shall provide to the Town a new 24-hour telephone number pursuant to Section 9 prior to changing telephone numbers.

10.5 **Federal and State Authorizations.** The Company has obtained all government licenses, permits and authorizations by the Federal Communications Commission which are required in order to provide the Services.

10.6 **Governing Law; Jurisdiction.** This Use Agreement shall be governed and construed by and in accordance with the laws of the State of Colorado, without reference to its conflicts of law principles. If suit is brought by a party to this Use Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Colorado, County of Weld, or in the United States District Court for the District of Colorado.

10.7 **Attorneys' Fees.** Should any dispute arising out of this Use Agreement lead to litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees.

10.8 **Consent Criteria.** In any case, where the approval or consent of one party hereto is required, requested or otherwise to be given under this Use Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.

10.9 **Representations and Warranties.** Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.

10.10 **Amendment of Use Agreement.** This Use Agreement may not be amended except pursuant to a written instrument signed by both parties.

10.11 **Entire Agreement.** This Use Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Use Agreement which are not fully expressed herein. Any prior oral or written agreements or licenses between the parties concerning use of the Public Right-of-Way is superseded by this Agreement.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this Use Agreement, the duly authorized representatives of the parties have executed this Use Agreement as of the Effective Date.

SIGNATURE PAGE FOLLOWS.

THE TOWN OF FIRESTONE

By: _____
Bobbi Sindelar, Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Leah Vanarsdall, Town Clerk

By: _____
William P. Hayashi, Town Attorney

APPROVED AS TO CONTENT:

By: _____
Matt Wiederspahn, P.E.
Town Engineer

COMPANY/ LICENSEE:

By: Charlene A. White
VP Real Estate, Unite Private Networks

EXHIBIT A

REQUEST FOR SUPPLEMENTAL SITE LICENSE

[illegible]

COMPANY SHALL PROVIDE THE FOLLOWING AS IS APPLICABLE TO BE CONSIDERED BY THE TOWN IN WHETHER TO GRANT THE SUPPLEMENTAL SITE LICENSE:

1. Plan and profile drawings, engineering design, and specifications for installation of the Facility, including the equipment shelters, cables, conduit, pull boxes, pedestals, fiber runs, point of demarcation, electrical distribution panel, electric meter, electrical conduit and cabling, and all other associated equipment. Where applicable, the design documents shall include specifications on design and ADA compliance.
 - a. The plot plan shall show existing sidewalk size, existing utilities, existing trees, traffic control signs and equipment, and other existing improvements.
2. The number, size, type, and proximity to the facilities of all communications conduit(s) and cables to be installed.
3. Description of the utility services required to support the facilities to be installed.
4. A typewritten legal description with (1) the Section, Township and Range, and County being affected, and if it is part of a subdivision, it shall be stated also; (2) the Point of Beginning to an established land corner or to a subdivision plat that is tied to an established land corner, with curves showing radius, delta, arc length and angle to radius point if curve is non-tangent, and area to be included in square feet; and (3) the legal description SIGNED and SEALED by a surveyor registered in the State of Colorado.

ALL SUPPLEMENTAL SITE LICENSE MATERIALS SHALL BE LABELED WITH THE APPLICABLE SUPPLEMENTAL SITE ID NUMBER

THE TOWN WILL RETAIN ALL DOCUMENTATION FOR GRANTED SUPPLEMENTAL SITE LICENSES

EXHIBIT B

SUPPLEMENTAL SITE LICENSES

THE FOLLOWING SUPPLEMENTAL SITE LICENSES HAVE BEEN GRANTED BY THE TOWN:

[illegible]

RESOLUTION NO. 19-109

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, AUTHORIZING AND APPROVING A
MASTER USE AGREEMENT AND SUPPLEMENTAL SITE LICENSE
AGREEMENT WITH UNITE PRIVATE NETWORKS REGARDING THE
INSTALLATION AND OPERATION OF A FIBER OPTIC NETWORK
AND RELATED EQUIPMENT IN TOWN CONTROLLED RIGHTS OF
WAY**

WHEREAS, Unite Private Networks (“UPN”) is authorized to operate as a telecommunications provider by the Colorado Public Utilities Commission; and

WHEREAS, UPN has submitted plans to install a fiber optic network, which includes fiber optic lines and related equipment, in various locations within the Town’s Rights of Way; and

WHEREAS, the Town and UPN wish to define the terms of the use of Town right-of-way for the purposes of installation and operation of a fiber optic utility (the “Master Use Agreement”); and

WHEREAS, the Use Agreement requires UPN to obtain a supplemental site license from the Town for each public right-of-way segment in which UPN desires to locate, construct, operate, control and maintain its fiber optic network equipment before commencing construction of such network equipment at that particular right-of-way location (the “Supplemental Site License”); and

WHEREAS, UPN and the Town wish to define the terms of UPN’s license to construct, install and operate its fiber optic network equipment, as well as the terms of any potential, future collaboration with UPN to install Town-owned shadow fiber optic conduit and related equipment in each segment of the public right-of-way in which UPN installs its network equipment and the future use of such shadow fiber optic infrastructure as part of a new communication infrastructure, including reimbursement; and

WHEREAS, the attached Master Use Agreement and Supplemental Site License Agreement clearly define the rights and responsibilities of the parties in relation to UPN’s construction and use of its own fiber optic network equipment, UPN’s construction of any proposed, future fiber optic infrastructure to be owned by the Town, reimbursement to UPN for work performed in support of such a project, and the Town’s ownership and use of the fiber optic infrastructure upon completion of such a project.

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

Section 1. The Master Use Agreement between the Town of Firestone and Unite Private Networks, in a form substantially similar to the form attached hereto as Exhibit A, is hereby approved.

Section 2. The Supplemental Site License Agreement between the Town of Firestone and Unite Private Networks, in a form substantially similar to the form attached hereto as Exhibit B, is hereby approved.

Section 3. The Mayor is authorized to sign the Master Use Agreement on behalf of the Town.

Section 4. The Town Manager is hereby authorized to execute the Supplemental Site License Agreement on behalf of the Town, to the extent consistent with the Town Manager's spending authority.

Section 5. The Town Manager, or his designee, is authorized to hereafter amend the terms and conditions of the Supplemental Site License Agreement in conjunction with future planned fiber optic network equipment installations in Town-controlled right-of-way by Unite Private Networks.

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

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

RESOLUTION NO. 19-112

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPOINTING JESSICA KOENIG AS TOWN CLERK**

WHEREAS, in accordance with the Town of Firestone Municipal Code, the Board of Trustees is responsible for the appointment of a Town Clerk; and

WHEREAS, to fill the vacancy in the Office of Town Clerk, the Board of Trustees, contracted with a consultant who conducted a search, evaluated the candidates and presented finalists to the Board for its consideration; and

WHEREAS, the Board interviewed the finalists on December 4, 2019, and upon deliberation, has selected a Town Clerk.

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

The Board of Trustees does hereby appoint Ms. Jessica Koenig to serve as Town Clerk.

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

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.a.

Public Hearing

Meeting Date: December 11, 2019

Initiated By: Matt Thompson

Dept: Planning & Development

AGENDA TITLE

Resolution 19-104: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO AN EXISTING FINAL DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY LOCATED AT LOT 3, DEL CAMINO JUNCTION BUSINESS PARK FIFTH MINOR PLAT

SUMMARY

See staff report, Attachment 1.

HISTORY AND PREVIOUS BOARD ACTION

The original Final Development Plan for the Agra Holdings, L.P. building was approved on November 10, 2005.

The first amended Final Development Plan for Agra Holdings, L.P. Building Expansion was approved on February 22, 2012.

At its November 7, 2019 regular meeting, the Planning Commission approved Resolution PC-19-14 recommending approval of the application to the Board of Trustees.

RECOMMENDATION

Staff recommends the Board of Trustees approved Resolution 19-104.

ALTERNATIVES

n/a

ATTACHMENTS

1. 7.a - Agra Holdings, L.P. Building Expansion, Amendment No. 2 BOT Staff Report
2. 7.a - Reso 19-104 Approving FDP Amendment (Agra Holdings)
3. 7.a - FDP Amendment

FINANCIAL CONSIDERATIONS

n/a



Staff Report

**Lot 3, Del Camino Junction
Business Park Fifth Minor Plat,
Agra Holdings, L.P. Building
Expansion
Final Development Plan
Amendment No. 2**

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

December 11, 2019

Applications

This staff report is for Lot 3, Del Camino Junction Business Park Fifth Minor Pat, Agra Holdings, L.P. Building Expansion, Final Development Plan, Amendment No. 2 ("FDP"). The applicant for the FDP is Agra Holdings LP.

Notice

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

Location and Process

The location of the FDP is the southwest side of Business Park Circle accessed from East I-25 Frontage Road, the address is 11347 Business Park Circle. The FDP is the final step in the Firestone Development Review process prior to the building permit process.

Site Analysis, Circulation and Parking

The FDP is proposed on Lot 3, Del Camino Junction Business Park Fifth Minor Plat, and is approximately 1.326 acres in size. The site is generally flat and is appropriate for the existing use. There are two driveways that access the property directly from Business Park Circle. Off-street parking is provided on the north and east sides of the building and consists of 46 parking spaces, inclusive of two ADA parking spaces. Parking is consistent with the approved Final Development Plan for Agra Holdings, L.P. Building Expansion, Amendment No. 1. The main entrance into the building is from the east.

Plan Analysis

Agra Holdings is an existing commercial building. The FDP proposes to add 5,504 square-feet to the building on the north side of the existing building. The addition will be two-stories, each level being 2,752 square-feet, for a total addition of 5,504 square-feet. The FDP proposes a two story addition, which will bring the total building to 16,088 square-feet of floor area. The addition will match all of the existing exterior materials, including: stucco, metal roof, metal fascia, dark brown wood timber columns, decorative wood trim, precast stone, and 20-gauge steel. Additionally, a new trash enclosure, water service, and additional parking spaces are proposed. The project will be consistent with adjacent developments and will complement the overall Del Camino Business Park development. Furthermore, the development will comply with applicable landscape, lighting, architecture and signage requirements.

Building Height

The proposed building height is approximately 33'-8", in accordance with Firestone development standards.

Fiscal Impacts

The office building expansion permitted by the FDP will provide employment opportunities to the community of Firestone and promote the local economy of Town of Firestone within an area zoned for commercial use. The increase of office space in this area will generate additional traffic counts that retailers require when identifying ideal sites for successful retail outlets.

Utility and Services

Public infrastructure and utilities are available to the site.

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

For your general reference, attached are the conditions and standards of approval for a PUD district that are stated in the Firestone Development Regulations.

Conditions and Standards for Approval

The Planning Commission and the Town Board of Trustees may approve a PUD application if it meets the intent of these Regulations and complies with the Town Code and other controlling regulations and documents, including the development standards specified herein. The Planning Commission and Town Board shall consider the following in making their decision for approval, approval with conditions, or denial of a PUD:

- A. The proposed PUD district is compatible with present development in the surrounding area, and will not have a significant, adverse effect on the surrounding area;
- B. The proposed PUD district is consistent with the public health, safety and welfare, as well as efficiency and economy in the use of land and its resources;
- C. The proposed PUD district is consistent with the overall direction, intent of Titles 16 and 17 of the Town Code, and the intent and policies of the Town's comprehensive plan and other policy documents of the Town;
- D. The proposed PUD district provides for a creative and innovative design which could not otherwise be achieved through other standard zoning districts;
- E. The exceptions from the zoning regulations requested in the proposed PUD are warranted by virtue of innovative design and amenities incorporated in the PUD district;
- F. The PUD provides adequate circulation in terms of internal street circulation system, designed for the type of traffic generated, for separate living areas, convenience, safety, access, and noise and exhaust control. Proper circulation in parking areas shall be provided in terms of safety, convenience, separation and screening. The PUD should provide for buffering from collector and arterial streets through earthen berms, landscaping, and other methods;
- G. The PUD provides functional open space in terms of practical usability and accessibility, and optimum preservation of natural features, including trees and drainage areas, recreation, views, natural stream courses, bodies of water and wetlands;
- H. To the extent practicable, the PUD provides variety in terms of housing types, housing size, densities, facilities and open space;
- I. The PUD provides for pedestrian and bicycle traffic in terms of safety, separation, convenience, access, destination and attractiveness. If possible, there shall be an internal pedestrian circulation system separate from the vehicular system such that allows access to adjacent parcels, parks, open space, or recreational facilities within the PUD as well as links to trail systems of the Town;
- J. Building types in terms of appropriateness to density, site relationship and bulk;
- K. Building design in terms of orientation, spacing, materials, color, texture, storage,

- signs and lighting;
- L. Landscaping of the site in terms of purpose, such as screening, types and materials used, maintenance suitability, water demands and effect on the area;
 - M. Services including utilities, fire, police protection and other such services are available or can be made available to adequately serve the development;
 - N. No structures in the PUD shall encroach on a floodplain except as permitted by the Town's floodplain ordinance;
 - O. No occupied structure shall be located on ground showing severe subsidence potential without adequate design and study approved by the Town;
 - P. Visual relief and variety of visual sitings shall be located within the PUD through building placement, shortened or interrupted street vistas, visual access to open space and other design methods;
 - Q. The fiscal impacts on the Town, relative to expected service provision costs and anticipated revenue to the Town;
 - R. Compliance with the provisions of any applicable intergovernmental agreements;
 - S. The PUD incorporates a lighting plan and facilities to minimize of light drift outside the PUD in an effort to help preserve the night sky;
 - T. To the extent reasonably practicable, the PUD shall strive to incorporate "green" building standards and design guidelines for all residential and commercial development in an effort increase energy efficiency and reduce energy consumption;
 - U. To the extent reasonably practicable, the PUD shall strive to incorporate renewable energy technologies;
 - V. To the extent reasonably practicable, the PUD shall strive to incorporate best management practices in recycling, water conservation, soils preservation and sustainable development practices;
 - W. To the extent reasonably practicable, the PUD shall strive to incorporate Infrastructure design that emphasizes technology that will encourage the development of "knowledge workers" and will facilitate telecommuting.
-

Planning Commission or Board of Trustees Action

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

- A. Make a decision and vote on the application, using the draft resolution previously prepared, as may be amended during the hearing; or
- B. Make a decision and vote on the application, but request the Town Attorney to prepare findings of fact and conclusions for approval and adoption at the next regular meeting; or
- C. Defer a decision and direct the Town Attorney to prepare findings of fact and conclusions to be submitted to the Board of Trustees at its next regular meeting,

with final deliberation, decision and adoption of the findings of fact and conclusion at that meeting; or

- D. Defer a decision until a date certain, as is mutually agreed upon by the Applicant and the Board of Trustees, by which time the record and all evidence can be reviewed. At that time the Board of Trustees can either adopt findings of fact and conclusions or direct the Town Attorney to prepare findings of fact and conclusions for adoption at the next regular meeting after the meeting to which the matter has been deferred.

RECOMMENDATION

Town staff recommends the Board of Trustees approve Resolution 19-104.

RESOLUTION NO. 19-104

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO AN EXISTING FINAL DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY LOCATED AT LOT 3, DEL CAMINO JUNCTION BUSINESS PARK FIFTH MINOR PLAT

WHEREAS, on November 11, 1999, the Board of Trustees adopted Resolution 99-39, approving a Final Development Plan “FDP” for the DEL CAMINO BUSINESS PARK P.U.D. a subdivision providing 20-lots for commercial and light industrial type uses consistent with the RC and EC Zone Districts located near Business Park Circle within the Town of Firestone; and

WHEREAS, there is an existing 10,584 square foot commercial building, parking lot with 37-parking spaces, landscaping, and trash enclosure situated on Lot 3 of Del Camino Business Park subdivision, commonly known as 11347 Business Park Circle, as shown on the attached Exhibit A (the “Property”); and

WHEREAS, Perception Design Group, Inc. (“Applicant”) on behalf of owner, Agra Holdings, LP, has submitted an application to amend the existing FDP to allow for construction of a 5,504 square foot addition to the existing building on the Property, as shown on the attached Exhibit A (the “Application”);

WHEREAS, the Firestone Planning and Zoning Commission, after conducting a public hearing on the Application on November 7, 2019, rendered a decision recommending approval of the Application with three (3) conditions as more fully set forth in PC-19-15, dated November 7, 2019; and

WHEREAS, on December 11, 2019, the Board of Trustee conducted a public hearing on the Application;

WHEREAS, after reviewing the record of the Planning Commission public hearing, and after considering the testimony, evidence and argument presented at the Board of Trustees public hearing, the Board of Trustees finds and determines that the Application is complete, that the Applicant has met the applicable requirements and standards set forth in the Firestone Municipal Code and Firestone Development Regulations.

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

Section 1. The Board of Trustees acknowledges the Planning and Zoning Commission’s findings of fact in this case, as detailed in Resolution PC-19-15.

Section 2. The above Recitals and Findings of the Board of Trustees are hereby incorporated into this resolution.

Section 3. The LOT 3, DEL CAMINO JUNCTION BUSINESS PARK FIFTH MINOR PLAT, AGRA HOLDINGS, L.P. BUILDING EXPANSION Final Development Plan Amendment No. 2, attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved, subject to and contingent upon compliance with the following conditions:

(a) Within one-hundred twenty (120) days of the date of adoption of this resolution, Owner and/or its successors or assigns shall dedicate to the Town of Firestone an additional one (1) CBT water share, or make payment to the Town of Firestone of an amount equal to the value of one (1) CBT share in lieu thereof.

(b) The LOT 3, DEL CAMINO JUNCTION BUSINESS PARK FIFTH MINOR PLAT Final Development Plan Amendment No. 2 shall not be recorded until such time as all conditions of this section have been fulfilled by AGRA HOLDINGS, LP.

Section 4. Approval of the LOT 3, DEL CAMINO JUNCTION BUSINESS PARK FIFTH MINOR PLAT, AGRA HOLDINGS, L.P. BUILDING EXPANSION Final Development Plan Amendment No. 2 that is the subject of this resolution, shall be null and void if the conditions set forth in Section 3 above are not complied with, unless extended by Resolution of the Board.

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

EXHIBIT A
LOT 3, DEL CAMINO JUNCTION BUSINESS PARK FIFTH MINOR PLAT, AGRA
HOLDINGS, L.P. BUILDING EXPANSION FINAL DEVELOPMENT PLAN NO. 2

FINAL DEVELOPMENT PLAN - AMENDMENT NO. 2
AGRA HOLDINGS, L.P. BUILDING EXPANSION

LOT 3, DEL CAMINO JUNCTION BUSINESS PARK FIFTH MINOR PLAT
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
COVER SHEET
SHEET 1 OF 9

OWNER

AGRA HOLDINGS, L.P.
11347 BUSINESS PARK CIRCLE
FIRESTONE, CO 80504
303-274-1141
JERRY W. DAVIDSON
JBENTON@AGRAHOLDINGS.COM

CIVIL ENGINEER

PERCEPTION DESIGN GROUP, INC.
6801 S. PERCE STREET, SUITE 315
LITTLETON, CO 80128
303-232-8088
CONTACT: JERRY W. DAVIDSON
JDAVIDSON@PERCEPTIONDESIGNGROUP.COM

CONTRACTOR

CONSTRUCTION CONCEPTS, INC.
14125 MEAD STREET
LONGMONT, CO 80504
970-535-0600
CONTACT: JOEL HARDY

ARCHITECT

STUDIO DH ARCHITECTURE
1300 JACKSON STREET, SUITE 200
GOLDEN, CO 80401
720-457-3270
CONTACT: JACOB FREESTEN
Jacob@studio-dh.us

LANDSCAPE ARCHITECT

LONGS PEAK LANDSCAPE
4325 HILLTOP ROAD
LONGMONT, CO 80504
303-662-2697
CONTACT: BRAD BROWN
Brad@longpeaklandscape.com

ELECTRICAL ENGINEER

DELANEY'S ELECTRIC INC.
PO BOX 1142, AULT CO 80610
970-434-1715
CONTACT: MIKE DELANEY

BENCHMARK

FIRESTONE BENCHMARK BN/25; MARKED "X" ON NORTH END OF HEADWALL AT NORTHWEST CORNER
OF INTERSECTION OF FIRESTONE BLVD. AND COLORADO BLVD. ELEVATION = 4448.285' (1923 NAVD)

WATER METER TABLE

QUANTITY	SIZE	TYPE
1	1-1/2"	COMMERCIAL
0	-	IRRIGATION

LAND USE TABLE

	SQUARE FEET	ACRES
LOT SIZE	57,799	1.326±
	PROPOSED USE	ZONE DISTRICT
LAND USE	OFFICE	PUD-ROEC
	ALLOWED	ACTUAL
BUILDING HEIGHT	35'-0"	33'-8"
	AREA	PERCENTAGE
BUILDING FOOTPRINT	13,336 SF	23%
NON-PERMEABLE COVERAGE	21,621 SF	37%
LANDSCAPE COVERAGE	22,842 SF	40%
EXISTING GROSS FLOOR AREA	10,564 SF	
PROPOSED GROSS FLOOR AREA-ADDITION	5,564 SF	
TOTAL GROSS FLOOR AREA	16,068 SF	

LEGAL DESCRIPTION

LOT 3, DEL CAMINO JUNCTION BUSINESS PARK 5TH MINOR PLAT, RECORDED ON APRIL 17, 2012 AT RECEPTION NO. 3839317 AT THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER, LOCATED IN THE WEST HALF (W1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWO (2), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-EIGHT WEST (R.68W.), OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

SAND PARCEL CONTAINS 1.327 ACRES, MORE OR LESS.

APPROVAL BLOCK

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

COLORADO THIS _____ DAY OF _____, 20____.

BY RESOLUTION NO. _____

MAYOR _____ ATTEST: TOWN CLERK _____

ACCEPTANCE BLOCK AND NOTARY

BY SIGNING THIS FDP, THE OWNER ACKNOWLEDGES AND ACCEPTS ALL THE REQUIREMENTS AND INTENTS SET FORTH HEREIN.

AGRA HOLDINGS, LP A COLORADO LIMITED PARTNERSHIP BY ADAM BENTON, PRESIDENT

STATE OF COLORADO)

COUNTY OF WELD) SS

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

BY _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES

AGRA HOLDINGS, L.P., BUILDING EXPANSION	
COVER SHEET	
NAME OF APPLICATION:	AGRA HOLDINGS, L.P. BUILDING EXPANSION
TYPE OF SUBMITTAL:	FDP - AMENDMENT 2
FILING NUMBER:	N/A
PHASE NUMBER:	N/A
PREPARATION DATE:	SEPTEMBER 03, 2019
REVISION DATE:	NOVEMBER 08, 2019
REVISION DATE:	
REVISION DATE:	
SHEET 1 OF 9	



SEPTEMBER 4, 2019

COVER SHEET

SHEET 1 OF 9

AGRA HOLDINGS, L.P.

FINAL DEVELOPMENT PLAN - AMENDMENT NO. 2

AGRA HOLDINGS, L.P. BUILDING EXPANSION

LOT 3, DEL CAMINO JUNCTION BUSINESS PARK FIFTH MINOR PLAT
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
NARRATIVE TEXT
SHEET 2 OF 9

PROJECT CONCEPT

AGRA HOLDINGS IS AN EXISTING COMMERCIAL BUILDING AT 11347 BUSINESS PARK CIRCLE. THE PURPOSE OF THIS DEVELOPMENT PLAN AMENDMENT IS TO DEFINE IMPROVEMENTS ASSOCIATED WITH A 5,504 SF BUILDING ADDITION ON THE NORTH SIDE OF THE EXISTING BUILDING. THE ADDITION IS TO BE TWO-STORIES WITH FLOOR AREA OF 2,752 SF PER FLOOR. ADDITIONALLY, A NEW TRASH ENCLOSURE, WATER SERVICE, AND ADDITIONAL PARKING SPACES ARE PROPOSED.

ENVIRONMENTAL IMPACT MITIGATION

THERE IS NO EVIDENCE OF RECOGNIZED ENVIRONMENTAL CONDITIONS IN CONNECTION WITH THIS SITE. PLEASE REFER TO "PHASE 1 ENVIRONMENTAL SITE ASSESSMENT REPORT" PREPARED FOR THE DEL CAMINO BUSINESS PARK ODP/FDP PREPARED BY ENVIRONMENTAL SCIENCE CORPORATION AND DATED 9/20/1999.

PRIVATE MAINTENANCE, CONTROLS AND ENFORCEMENT

THE LOT OWNER IS RESPONSIBLE FOR MAINTENANCE OF PRIVATE IMPROVEMENTS WITHIN THE PROPERTY.

OPEN SPACE & LANDSCAPE

AN OVERALL LANDSCAPE PLAN FOR THE DEL CAMINO JUNCTION BUSINESS PARK WAS APPROVED WITH THE OVERALL FINAL DEVELOPMENT PLAN.

ADDITIONALLY, THE AGRA HOLDINGS SITE WILL BE LANDSCAPED AS ILLUSTRATED IN THIS FINAL DEVELOPMENT PLAN. LANDSCAPE MATERIALS AND DESIGN WILL CONFORM TO THE THEME ESTABLISHED FOR THE OVERALL CENTER.

THE ON-SITE LANDSCAPING WILL BE MAINTAINED BY THE PROPERTY OWNER TO BE CONSISTENT WITH THE FDP.

A.D.A COMPLIANCE

THIS FINAL DEVELOPMENT PLAN HAS BEEN DESIGNED TO TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT.

DRAINAGE

REFER TO THE DRAINAGE COMPLIANCE LETTER PREPARED BY PERCEPTION DESIGN GROUP, INC. DATED SEPTEMBER 03, 2019, WHICH IS FILED WITH THIS FINAL DEVELOPMENT PLAN AMENDMENT AND SUPPLEMENTAL DOCUMENTS FOR A DESCRIPTION OF THE STORM DRAINAGE FOR THIS DEVELOPMENT PLAN. THE SITE IS DESIGNED TO CONFORM TO THE APPROVED FINAL DRAINAGE REPORT FOR DEL CAMINO JUNCTION BUSINESS PARK PUDT, FIRESTONE, COLORADO PREPARED BY TUTTLE APPLLEGATE ENGINEERS, INC. DATED AUGUST 15, 1999. PROPOSED SURFACE IMPROVEMENTS WILL SURFACE DRAIN TO EXISTING FACILITIES.

PARKING

PROVIDED USE:	OFFICE
REQUIRED PARKING RATIO:	1 SPACE/390 SF
A.D.A ACCESSIBLE SPACES PROVIDED	2
STANDARD SPACES PROVIDED:	44
TOTAL SPACES PROVIDED:	46
PARKING SPACES REQUIRED:	46

UTILITIES

THE FOLLOWING IS A GENERAL DESCRIPTION OF THE UTILITY SYSTEMS AND PUBLIC SERVICES INTENDED TO SERVE THE PROJECT. THE FOLLOWING ENTITIES WOULD PROVIDE THE FOLLOWING SERVICES:

POLICE PROTECTION	TOWN OF FIRESTONE
POTABLE WATER	TOWN OF FIRESTONE
PUBLIC STREET MAINTENANCE	TOWN OF FIRESTONE
SEWER/SANITARY	SEWER DISTRICT
FIRE PROTECTION	FIRESTONE FIRE PROTECTION DISTRICT
ELECTRIC	UNITED POWER
NATURAL GAS	BLACK HILLS ENERGY
TELEPHONE	CENTURYLINK

MAIN PUBLIC UTILITY LINES FOR WATER, SANITARY, STORM WATER, ELECTRIC, AND GAS SERVICES HAVE BEEN INSTALLED PURSUANT TO THE APPROVED OVERALL FINAL DEVELOPMENT PLAN.

SITE SERVICE LINES CURRENTLY EXIST TO THE EXISTING BUILDING.

ARCHITECTURE

TWO STORY, 12,752 GROSS SQUARE FEET PER FLOOR, BUILDING ADDITION TO AN EXISTING COMMERCIAL OFFICE BUILDING AND RELATED SITE IMPROVEMENTS

SIGN PROGRAM

NO NEW SIGNAGE IS PROPOSED WITH THIS AMENDMENT. EXISTING SIGNAGE SHALL REMAIN.

BUILDING HEIGHT

THE BUILDING HEIGHT IS 33'-8" AS SHOWN ON THE ELEVATION SHEET.

SETBACKS

PRINCIPAL BUILDING SETBACKS ARE AS IDENTIFIED ON THIS FINAL DEVELOPMENT PLAN. SEE SITE PLAN SHEET.

DEVELOPMENT SCHEDULE

APPROXIMATE CONSTRUCTION START DATE: JANUARY 1, 2020.
APPROXIMATE COMPLETION DATE: JUNE 1, 2020.

CIRCULATION SYSTEMS

ACCESS TO THE SITE AS SHOWN ON THE SITE PLAN SHEET IS FROM BUSINESS PARK CIRCLE. THE ACCESSES IS EXISTING AND NO NEW ACCESSES ARE PROPOSED.

HOURS OF OPERATION

THE HOURS OF OPERATION OF THIS STORE WILL BE 8:00 A.M. TO 5:00 P.M. 5 DAYS PER WEEK.

BUILDING ADDRESS

11347 BUSINESS PARK CIRCLE, FIRESTONE, COLORADO 80504.

CBT WATER SHARE

WATER DEDICATION WAS DETERMINED BASED ON INFORMATION PROVIDED BY THE APPLICANT. THE TOTAL AMOUNT OF CBT WATER TO BE DEDICATED TO THE TOWN WAS CALCULATED BASED ON IRRIGATED LANDSCAPE AREA AND ESTIMATED DOMESTIC DEMAND. THE TOWN SHALL AT ALL TIMES HAVE THE RIGHT TO REQUIRE THE TOWN DEDICATION INFORMATION TO BE PROVIDED TO THE TOWN. THIS CBT WATER SHARE IS THE TOWN DEDICATION INFORMATION. THE TOWN DEDICATION WATER IS TO BE DEDICATED TO THE LOT OWNER SHALL PROVIDE THE WATER WITHIN 30 DAYS OF WRITTEN NOTICE BY THE TOWN. THE ADDITIONAL DEDICATION SHALL BE BASED ON THE TOWN'S THEN CURRENT WATER DEDICATION POLICIES.

THE TOWN OF FIRESTONE HAS DETERMINED THE REQUIRED CBT DEDICATION TO BE:

CURRENT USAGE DEMAND:	2.32 SHARES
PROPOSED DEMAND:	2.29 SHARES
EXISTING CBT SHARES PREVIOUSLY DEDICATED:	2 SHARES

A TOTAL OF ONE (1) SHARE SHALL BE TRANSFERRED TO THE TOWN OR CASH IN-LIEU PAYMENT MADE PRIOR TO RECORATION OF THE FINAL DEVELOPMENT PLAN.

ZONING AND ALLOWED USES

SITE IS ZONED PUD RC/EC.

OFFICE IS AN ALLOWED USE.

AGRA HOLDINGS, L.P.	
NARRATIVE TEXT	
NAME OF APPLICATION:	AGRA HOLDINGS, L.P. BUILDING EXPANSION
TYPE OF SUBMITTAL:	FDP - AMMENDMENT 2
FILING NUMBER:	N/A
PHASE NUMBER:	N/A
PREPARATION DATE:	SEPTEMBER 03, 2019
REVISION DATE:	NOVEMBER 08, 2019
REVISION DATE:	
REVISION DATE:	
SHEET 2 OF 9	

LEGEND

LOT 3
DEL CAMINO JUNCTION BUSINESS
PARK 4TH MINOR PLAT
VACANT LAND
REC. NO. 3489774

Parcel Line and Curve Table				
Line #/Curve #	Length	Bearing/Delta	Radius	
C1	4.77	91.07	3.00	
C2	40.01	15.97	143.50	
C3	4.77	91.07	3.00	
C4	25.36	8.89	163.50	
C6	49.99	19.96	143.50	
C7	4.74	90.53	3.00	
C8	21.37	8.19	149.54	
C9	9.96	3.49	163.50	
L1	16.97	N78° 42' 34.00"E		
L2	16.97	N62° 44' 06.81"E		
L4	16.90	N31° 44' 42.18"E		

Parcel Line and Curve Table				
Line #/Curve #	Length	Bearing/Delta	Radius	
C1	4.77	91.07	3.00	
C2	40.01	15.97	143.50	
C3	4.77	91.07	3.00	
C4	25.36	8.89	163.50	
C6	49.99	19.96	143.50	
C7	4.74	90.53	3.00	
C8	21.37	8.19	149.54	
C9	9.96	3.49	163.50	
L1	16.97	N78° 42' 34.00"E		
L2	16.97	N62° 44' 06.81"E		
L4	16.90	N31° 44' 42.18"E		

LOT 5
DEL CAMINO JUNCTION BUSINESS
PARK 4TH MINOR PLAT
EXISTING OFFICE - WAREHOUSE BUILDING
REC. NO. 3484774

LOT 5

BUSINESS PARK CIRCLE
(60' R.O.W.)

LOT 6 BLOCK 1
DEL CAMINO JUNCTION BUSINESS
PARK 3RD MINOR PLAT
EXISTING HOTEL
REC. NO. 3458015

LOT 6 BLOCK 1

EXISTING HOTEL
REC. NO. 3458015

E 202.07'

LOT 4 BLOCK 2

LOT 4, BLOCK 2
DEI CAMINO JUNCTION BUSINESS PARK PUD

EXISTING OFFICE
REC. NO. 2739037

SEPTEMBER 4, 2019

SITE PLAN

SHEET 3 OF 9

AGRA HOLDINGS, L.P.

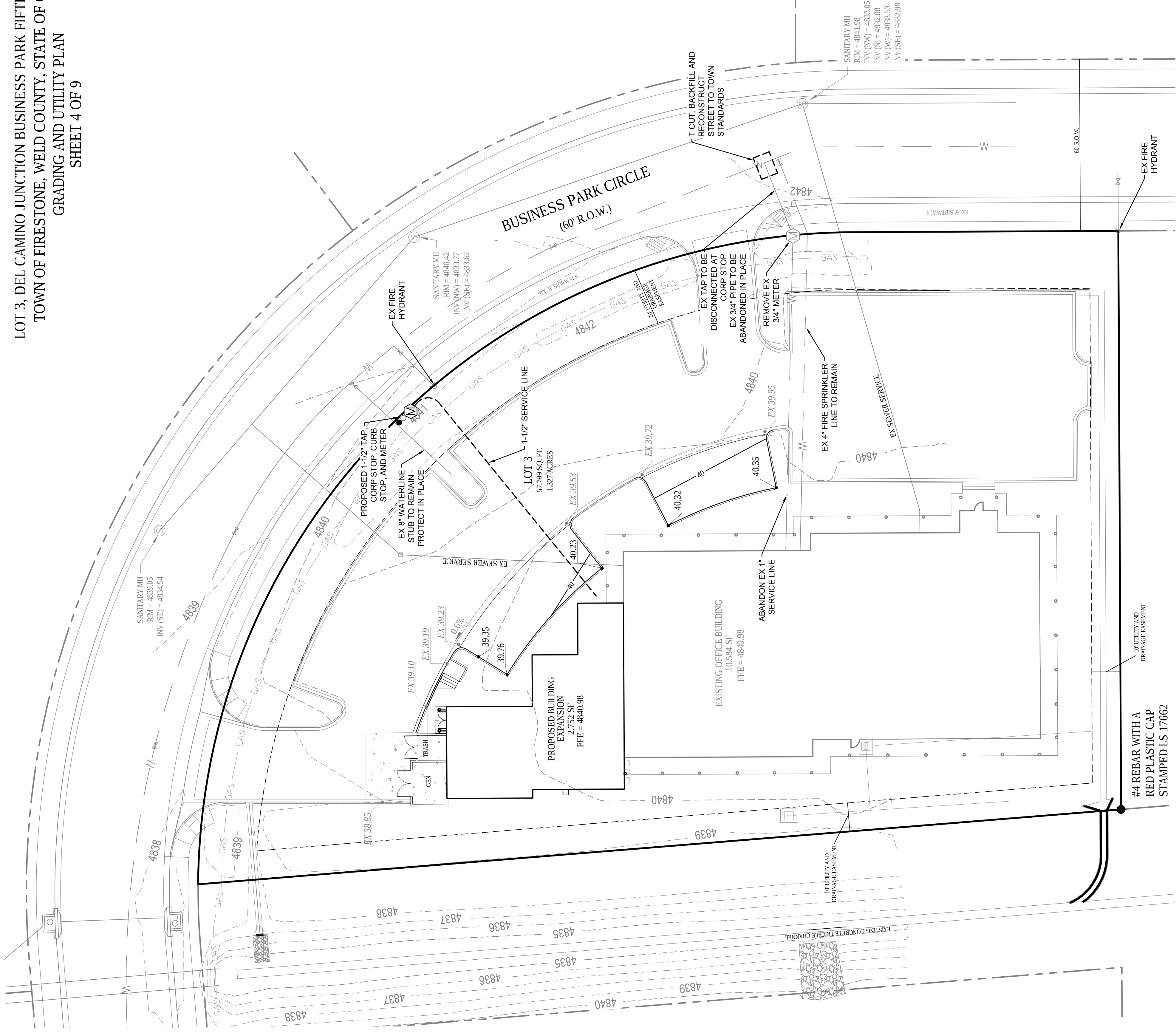
AGRA HOLDINGS, L.P.: BUILDING EXPANSION

LOT 3, DEL CAMINO JUNCTION BUSINESS PARK FIFTH MINOR PLAT

TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO

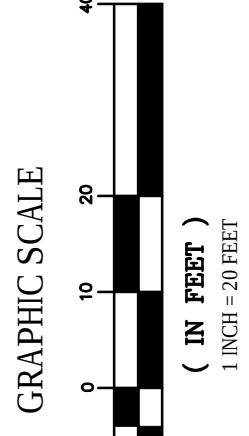
GRADING AND UTILITY PLAN

SHEET 4 OF 9



LEGEND

	PROPERTY LINE
	EXISTING CURB AND GUTTER
	CONCRETE CURB
	EXISTING CONTOUR
	PROPOSED CONTOUR
	PROPOSED HIGH POINT
	PROPOSED LOW POINT
	PROPOSED SPOT ELEVATION
	EXISTING SPOT ELEVATION
	EXISTING STORM SEWER WITH MANHOLE
	EXISTING SANITARY SEWER WITH MANHOLE
	EXISTING WATERLINE
	PROPOSED WATERLINE
	EXISTING ELECTRIC, GAS, TELEPHONE
	EASTING EASEMENT



BENCHMARK

FIRESTONE BENCHMARK BM 25; MARKED "X" ON NORTH END OF
HEADWALL AT NORTHWEST CORNER OF INTERSECTION OF
FIRESTONE BLVD. AND COLORADO BLVD. ELEVATION = 4848.265
(1929 NAVD)

AGRA HOLDINGS, L.P.	
GRADING AND UTILITY PLAN	
NAME OF APPLICATION:	AGRA HOLDINGS, L.P. BUILDING EXPANSION
TYPE OF SUBMITTAL:	FDP - AMENDMENT 2
FILING NUMBER:	N/A
PHASE NUMBER:	N/A
PREPARATION DATE:	SEPTEMBER 03, 2019
REVISION DATE:	NOVEMBER 08, 2019
REVISION DATE:	
REVISION DATE:	
SHEET 4 OF 9	



SEPTEMBER 03, 2019

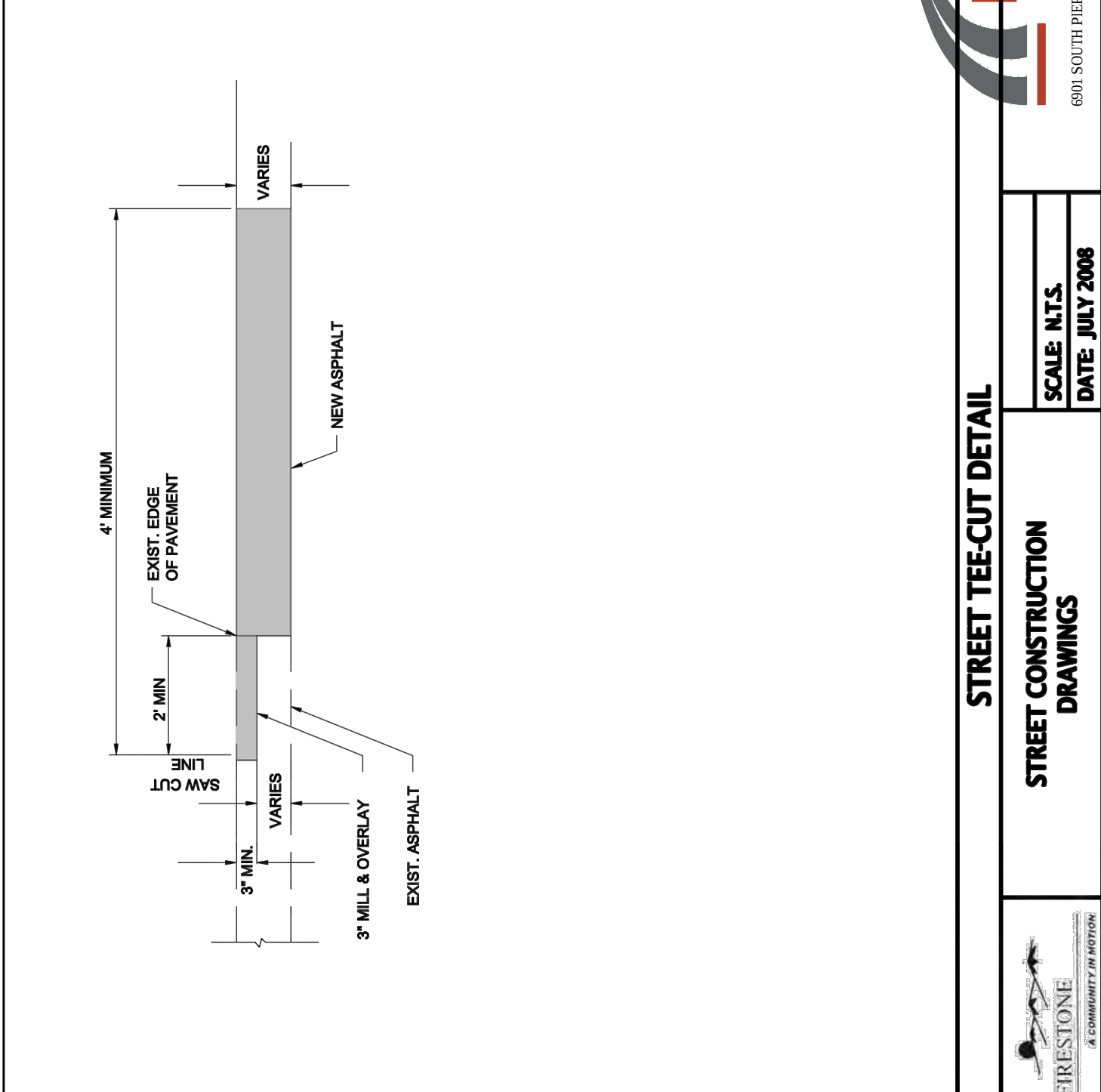
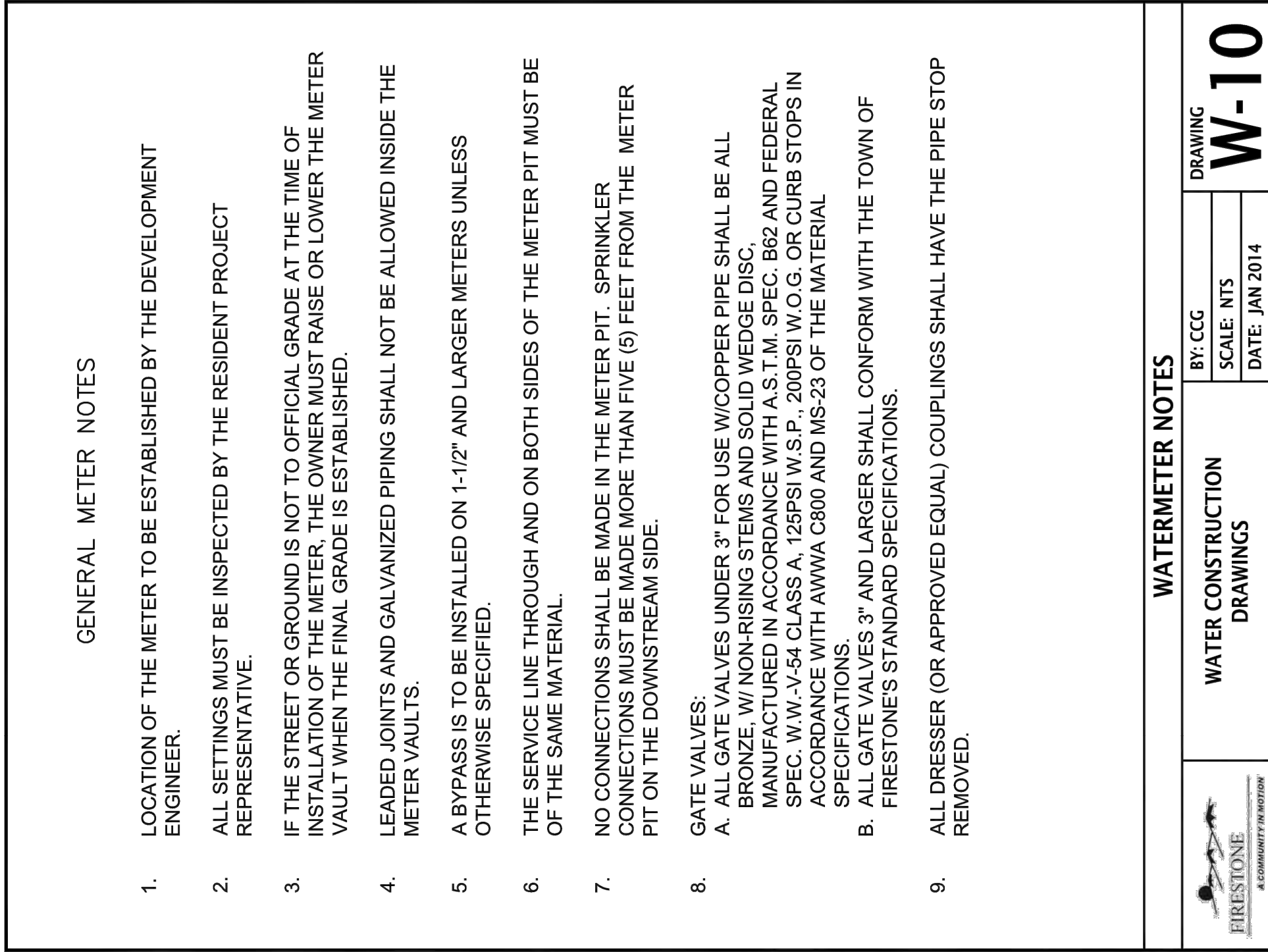
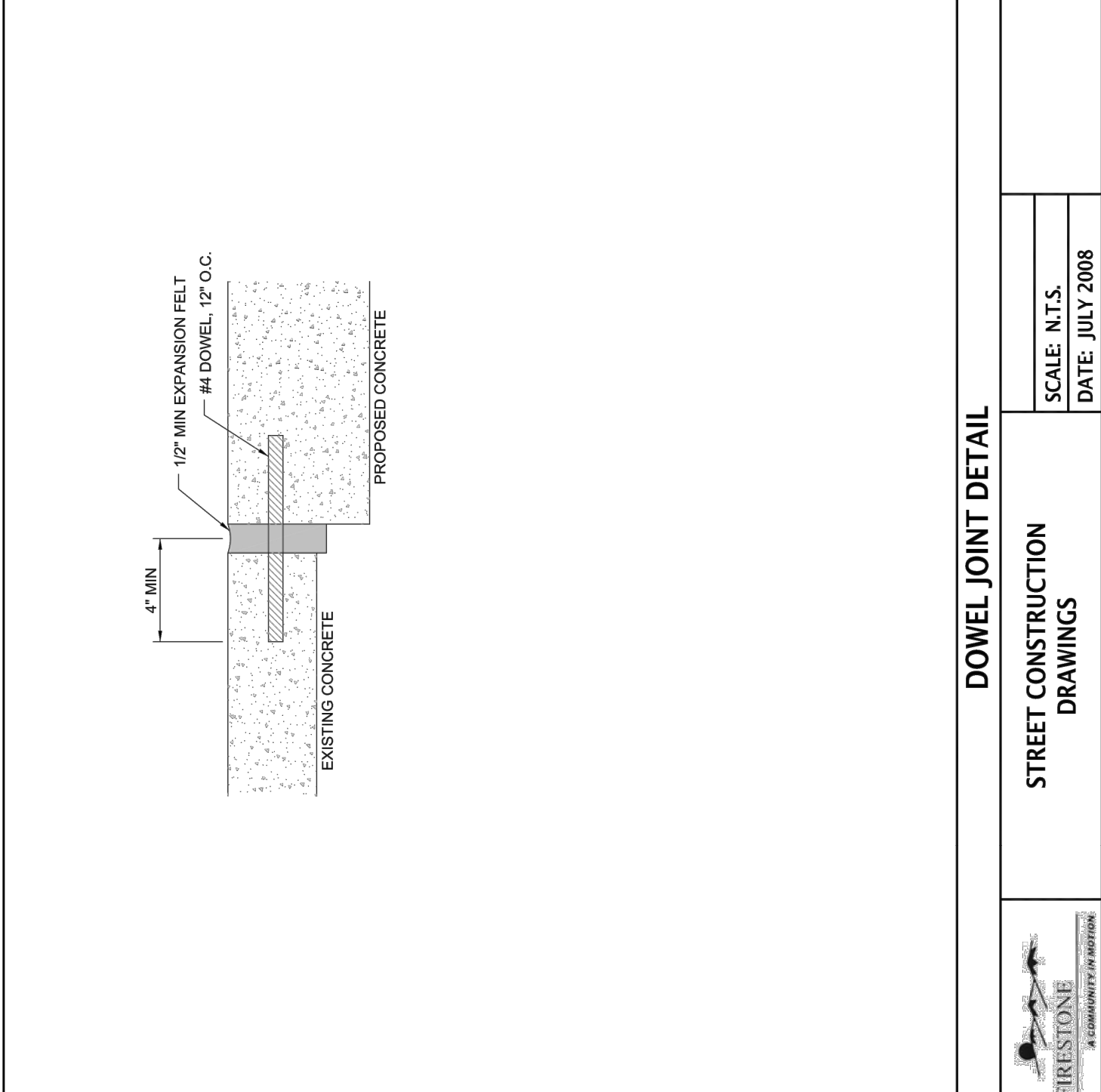
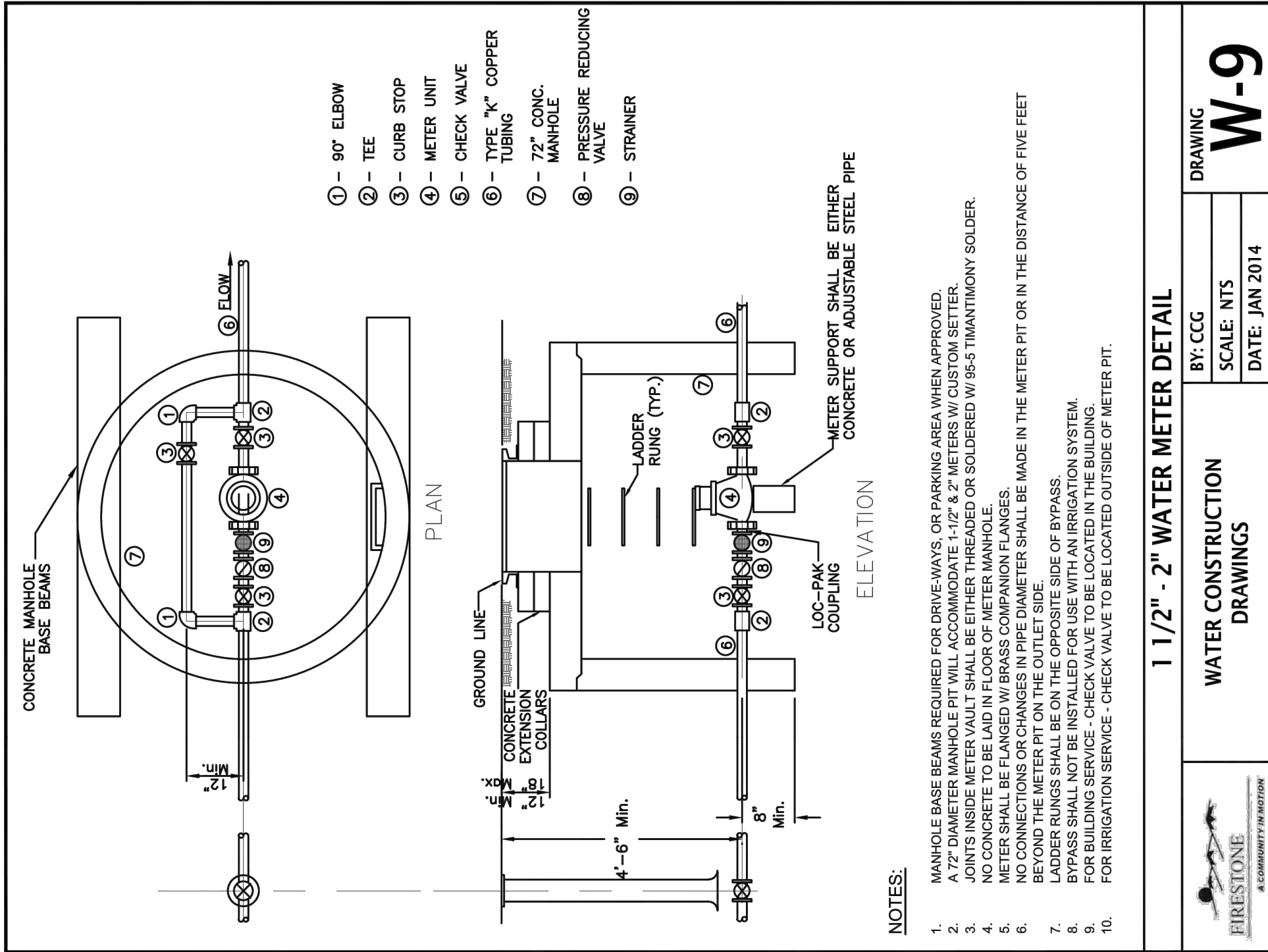
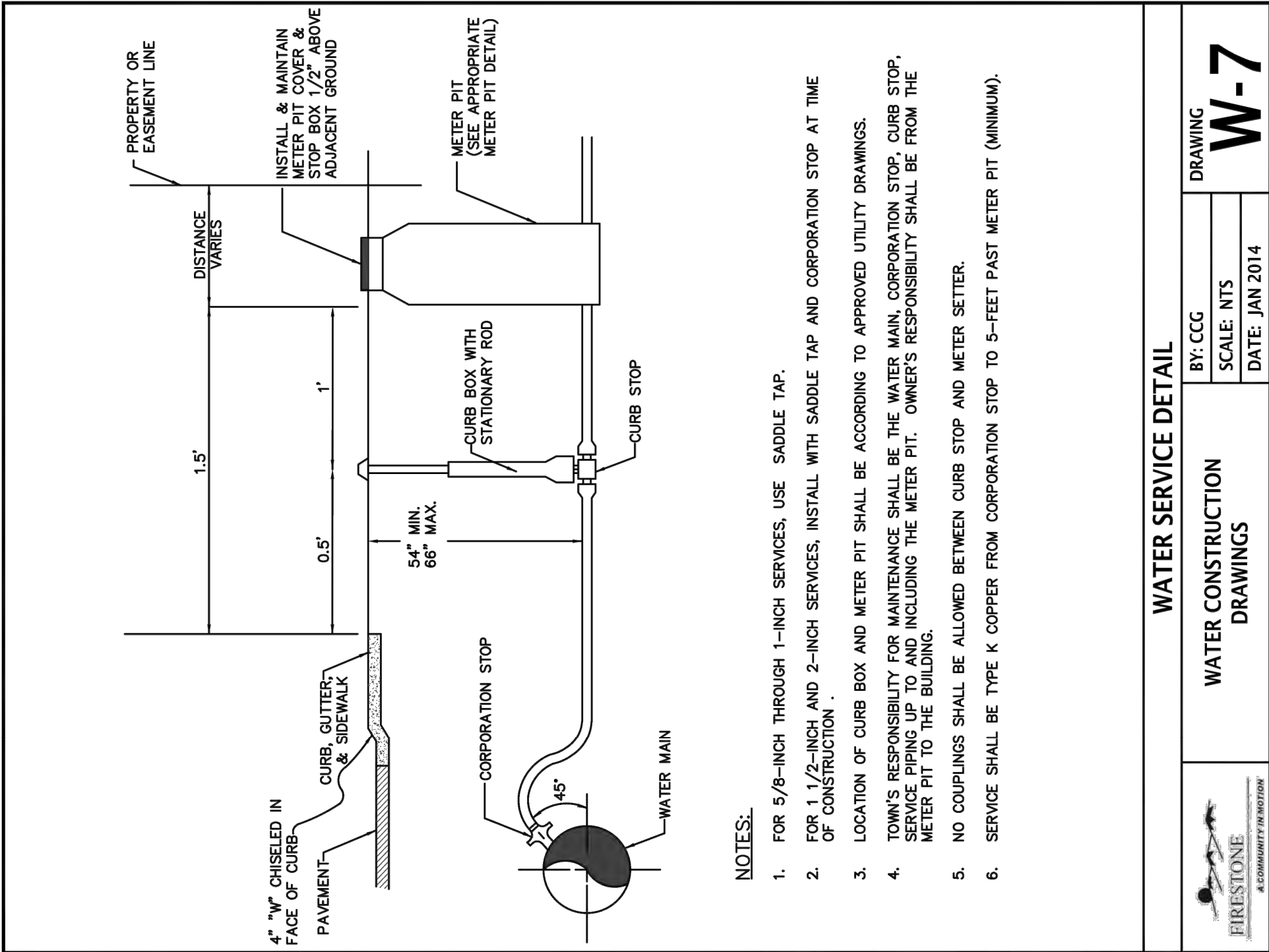
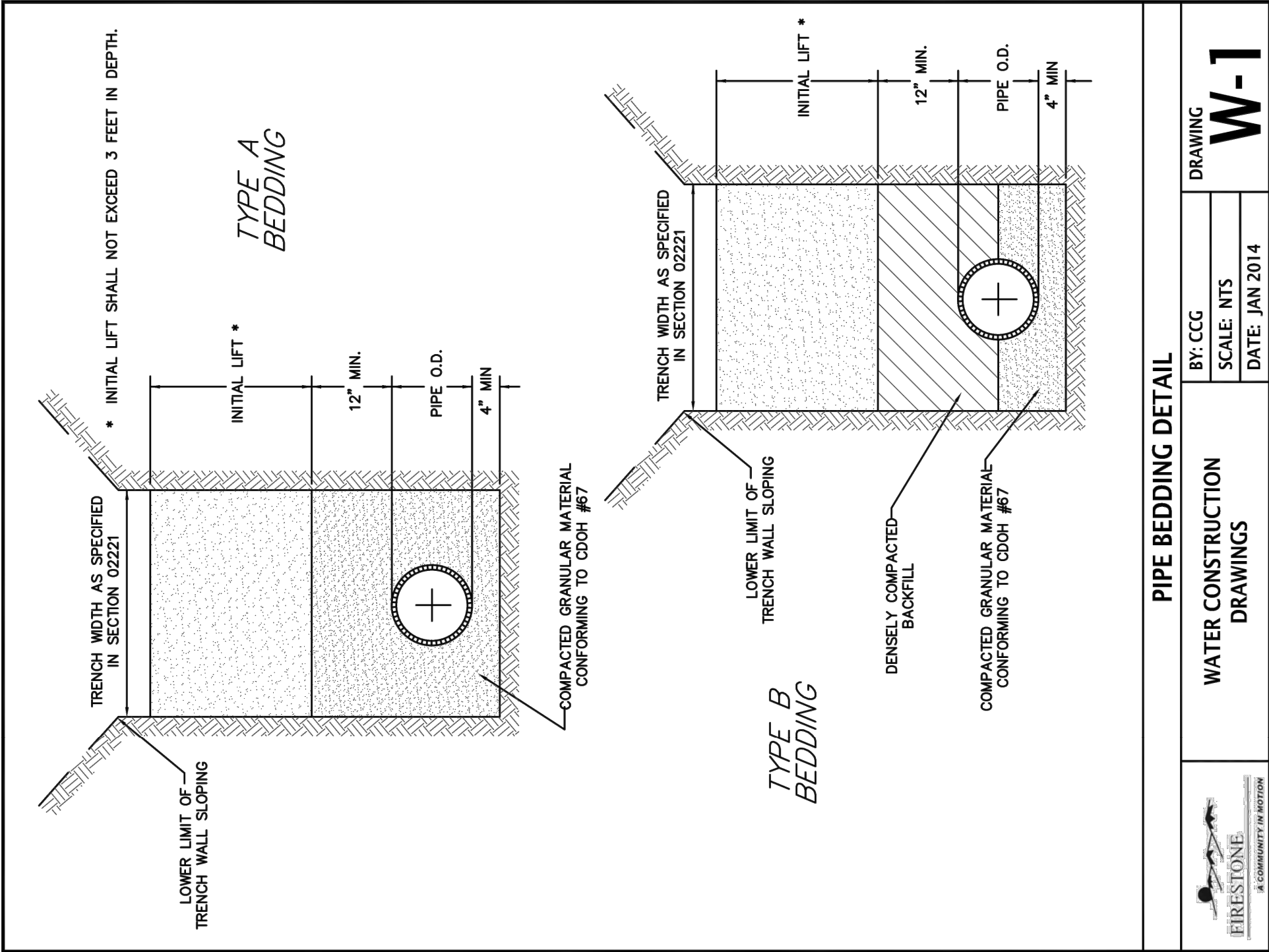
GRADING AND UTILITY PLAN

SHEET 4 OF 9

AGRA HOLDINGS, L.P.

FINAL DEVELOPMENT PLAN - AMENDMENT NO. 2
AGRA HOLDINGS, L.P. BUILDING EXPANSION

LOT 3, DEL CAMINO JUNCTION BUSINESS PARK FIFTH MINOR PLAT
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
UTILITY DETAILS
SHEET 5 OF 9



AGRA HOLDINGS, L.P.	
UTILITY DETAILS	
NAME OF APPLICATION:	AGRA HOLDINGS, L.P. BUILDING EXPANSION
TYPE OF SUBMITTAL:	FDP - AMENDMENT 2
FILING NUMBER:	N/A
PHASE NUMBER:	N/A
PREPARATION DATE:	SEPTEMBER 03, 2019
REVISION DATE:	NOVEMBER 08, 2019
REVISION DATE:	
REVISION DATE:	
SHEET 5 OF 9	

	STREET CONSTRUCTION DRAWINGS	
	SCALE: NTS	DATE: JULY 2008

SEPTEMBER 03, 2019
UTILITY DETAILS
SHEET 5 OF 9

FINAL DEVELOPMENT PLAN - AMENDMENT NO. 2

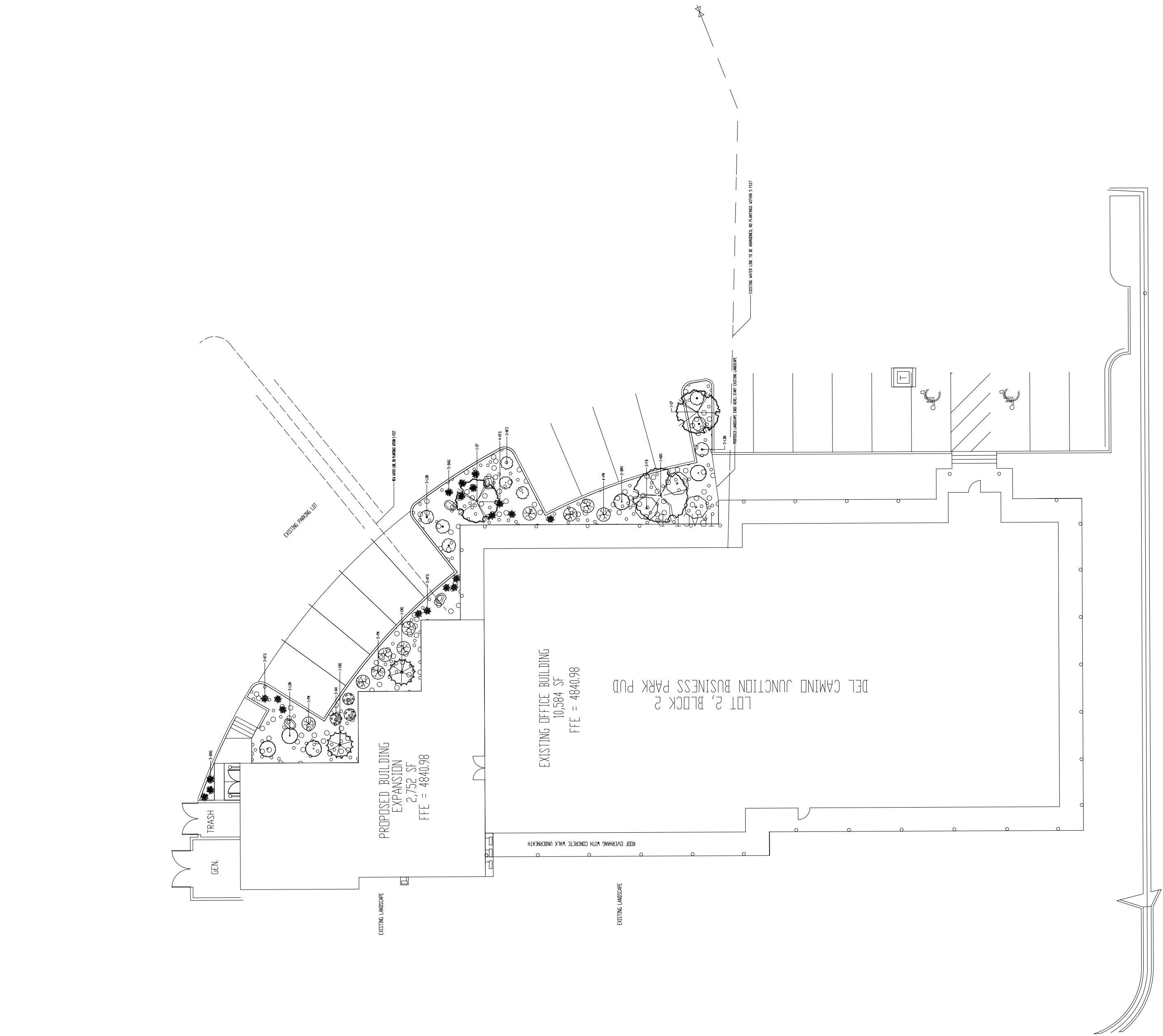
AGRA HOLDINGS, L.P. BUILDING EXPANTION

LOT 3, DEL CAMINO JUNCTION BUSINESS PARK FIFTH MINOR PLAT

TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO

LANDSCAPE PLAN

SHEET 5 OF 8



LANDSCAPE MATERIAL LEGEND

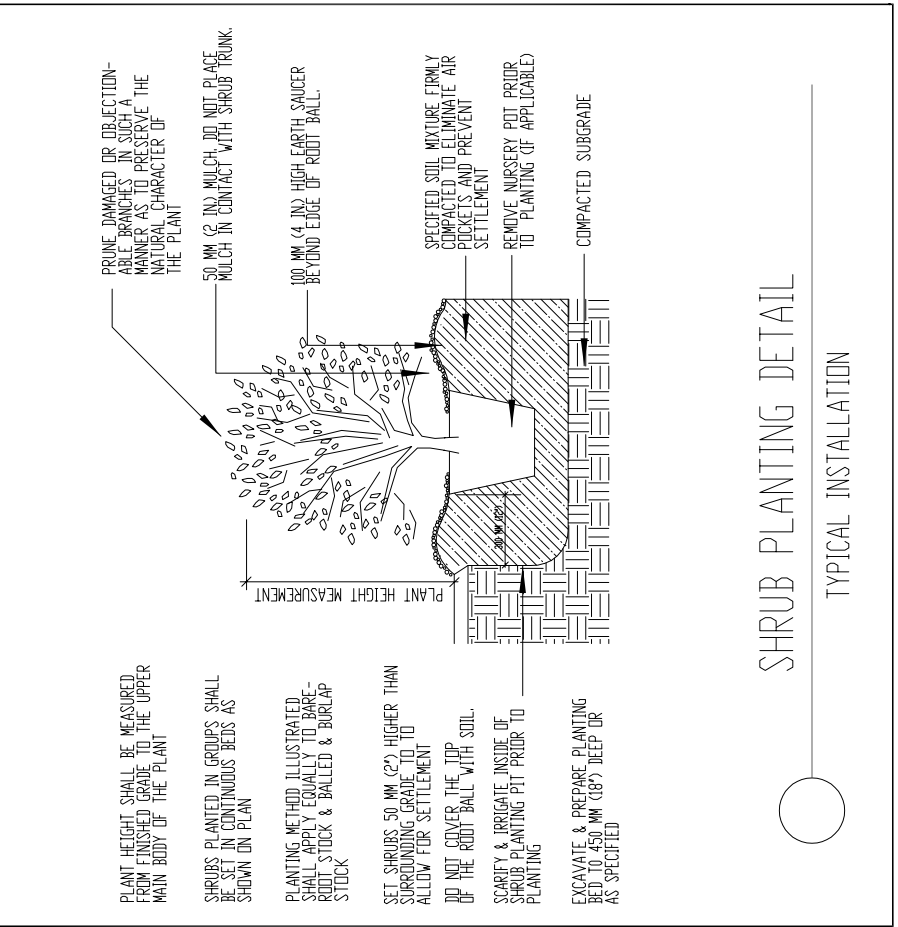
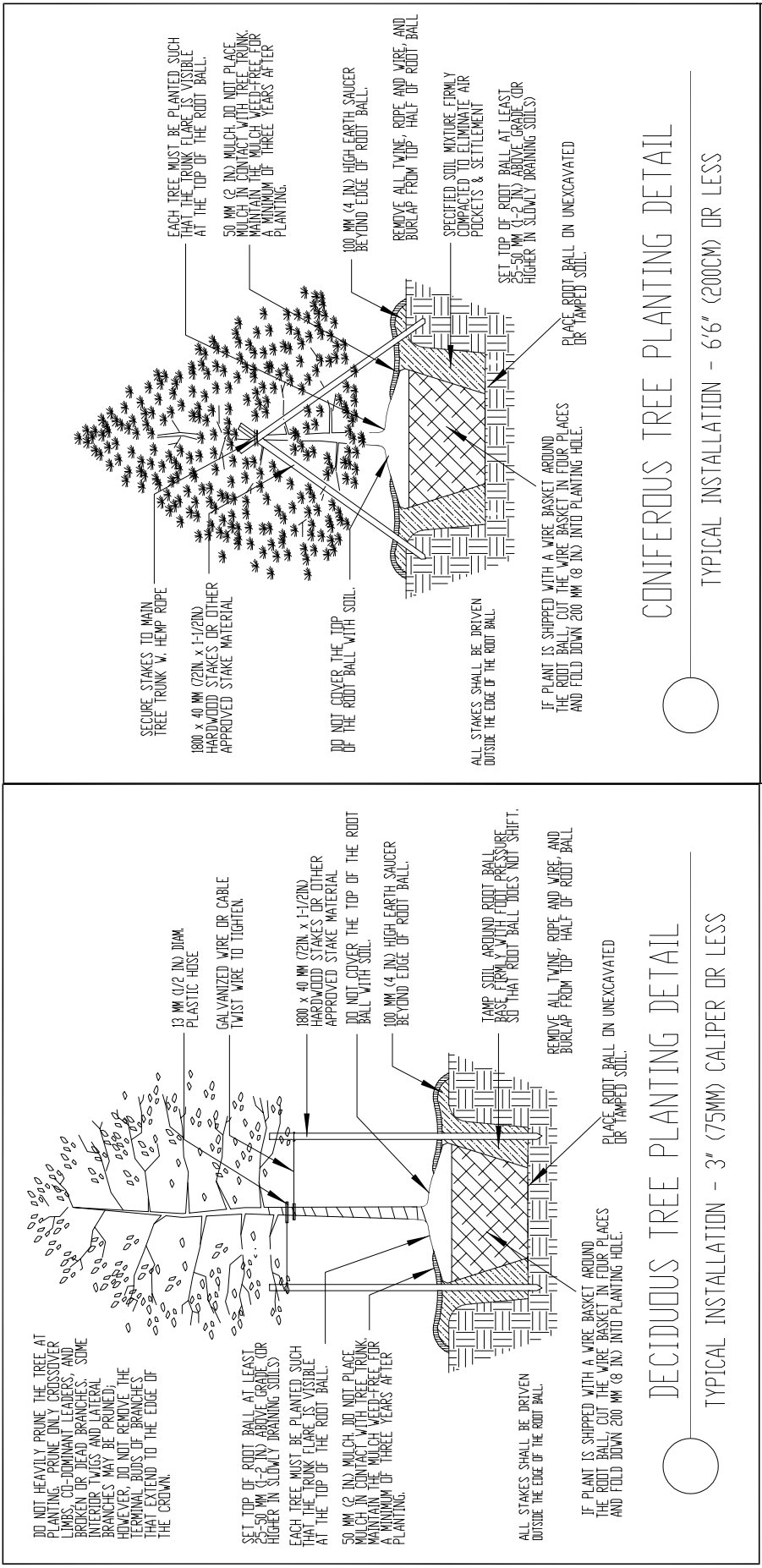
- 2-4 COBBLESTONE
- GRAY GRANITE BOLLIDERS

PLANT MATERIAL LEGEND

Key	Qty	Botanical Name	Common Name	Size/Condition
Trees				
ABS 1		Ashleutcher x grandiflora 'Autumn Brilliance'	'AUTUMN BRILLIANCE' SERVICEBERRY	16-8' CLUMP BB
CNS 12		Picea abies 'Lupressans'	'LUPRESSANS' NORWAY SPRUCE	6' BB
CP 12		Prunus coccinea 'Dante's Head'	'DANTE'S HEAD' FLORIDA PEAR	12' BB
Shrubs				
BAV 3		Hydrangea arborescens 'Annabelle'	'ANNABELLE' HYDRANGEA	#5
BAV 2		Viburnum acerifolium 'Viburnum'	'VIBURNUM' VIBURNUM	#5
FB 3		Physocarpus opulifolius 'Diana'	'DIANA' PEAR	#5
LDN 9		Physocarpus opulifolius 'Diana'	'DIANA' PEAR	#5
NFS 3		Spiraea japonica 'Neon Flash'	'NEON FLASH' JAPANESE SPIREA	#5
PM 10		Arctostaphylos x confertifolia	'PANCHITO' MANZANITA	#2
Ornamental Grasses				
BAG 18		Bouteloua gracilis 'Blonde Ambition'	'BLONDE AMBITION' BLUE GRAMA GRASS	#1
KFG 12		Chlorogracis x acutifolia 'Karl Foerster'	'KARL FOERSTER' FEATHER REED GRASS	#1

LANDSCAPE NOTES

1. COMMERCIAL GRADE WEED BARRIER FABRIC IS TO BE USED IN BED AREAS.
2. ALL PLANTS TO BE WATERED VIA DRIP IRRIGATION.
3. PLANTS ARE SHOWN AT FULL SIZE AND MAY TAKE SEVERAL GROWING SEASONS TO ACHIEVE.
4. DRIP IRRIGATION - CONNECT TO EXISTING DRIP VALVE AND EXTEND NEW LATERALS AND EMITTERS TO PROPOSED PLANTINGS. ALL EXISTING SPRAY IRRIGATION IS TO BE CAPPED AND ABANDONED.
5. ALL AREAS DISTURBED BY GRADING ACTIVITIES ARE TO BE SEED AND MULCH.
6. ALL PROPOSED TREES TO BE 10' AWAY FROM ALL EXISTING AND PROPOSED UTILITY LINES.
7. ALL PROPOSED SHRUBS TO BE 5' AWAY FROM ALL EXISTING AND PROPOSED UTILITY LINES.
8. ALL ORNAMENTAL GRASS PLANTING TO BE COMPLETED PER THE SHRUB PLANTING DETAIL.
9. ORNAMENTAL GRASS HEIGHT NOT TO EXCEED 6 FEET.



AGRA HOLDINGS, L.P.	
LANDSCAPE PLAN	
NAME OF APPLICATION	AGRA HOLDINGS, L.P. BUILDING EXPANSION
TYPE OF SUBMITTAL	FDP - AMENDMENT
FILE NUMBER	N/A
PHASE NUMBER	N/A
PREPARATION DATE	SEPTEMBER 03, 2019
REVISION DATE	OCTOBER 30, 2019
REVISION DATE	NOVEMBER 11, 2019
REVISION DATE	
SHEET 5 OF 8	



NOVEMBER 11, 2019

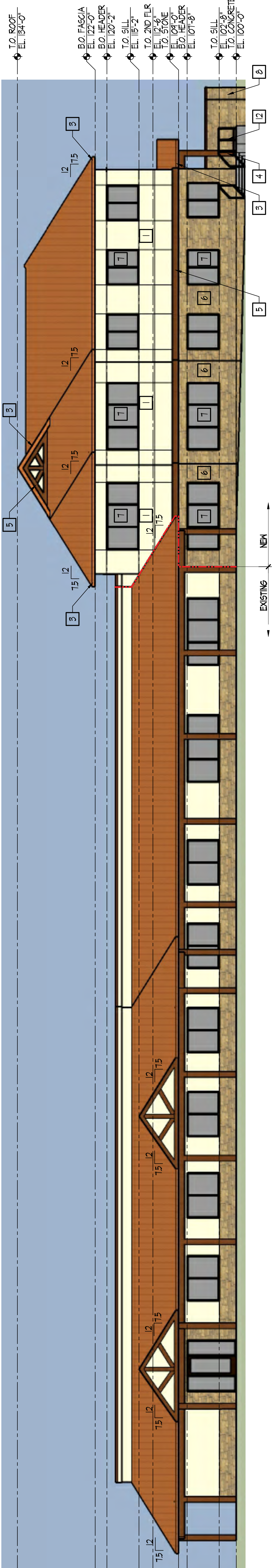
LANDSCAPE PLAN

SHEET 5 OF 8

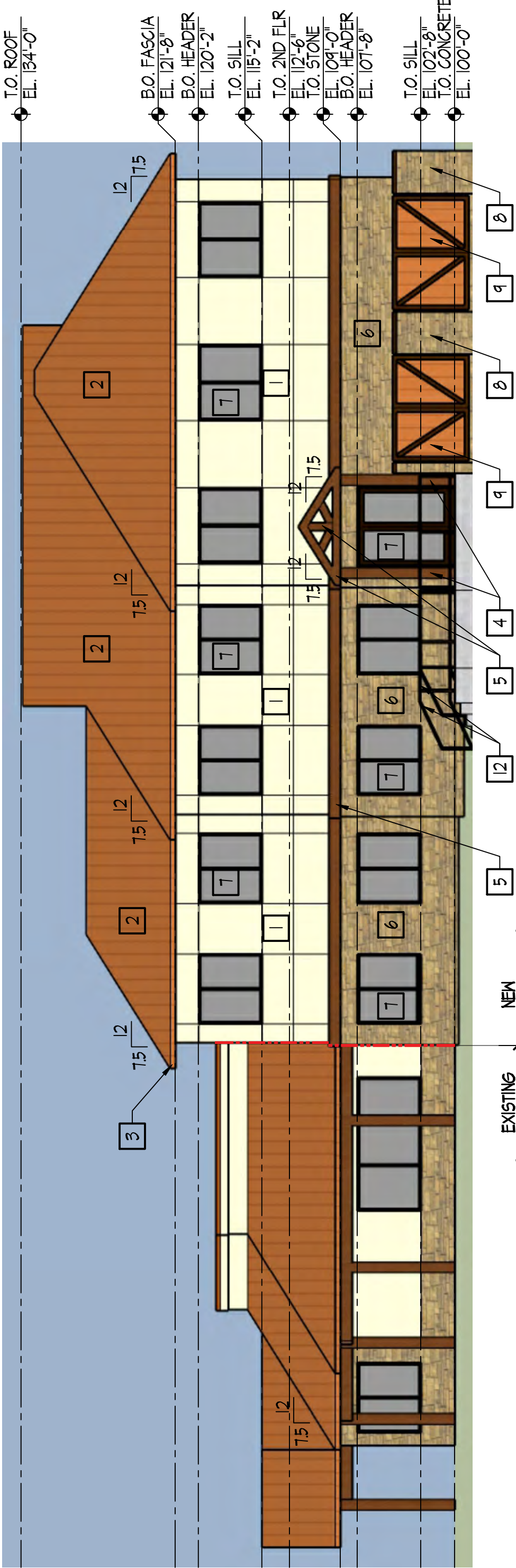
AGRA HOLDINGS, LLC.

FINAL DEVELOPMENT PLAN - AMENDMENT NO. 2
AGRA HOLDINGS, L.P. BUILDING EXPANSION

LOT 3, DEL CAMINO JUNCTION BUSINESS PARK FIFTH MINOR PLAT
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
EXTERIOR ELEVATIONS
SHEET 7 OF 9



11 EAST ELEVATION
SCALE: 1/8" = 1'-0"

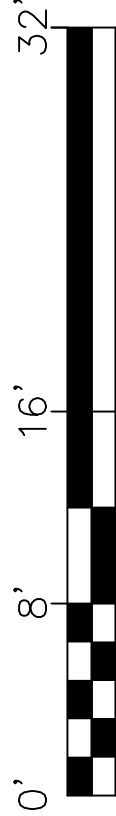


21 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

ELEVATION MATERIAL LEGEND

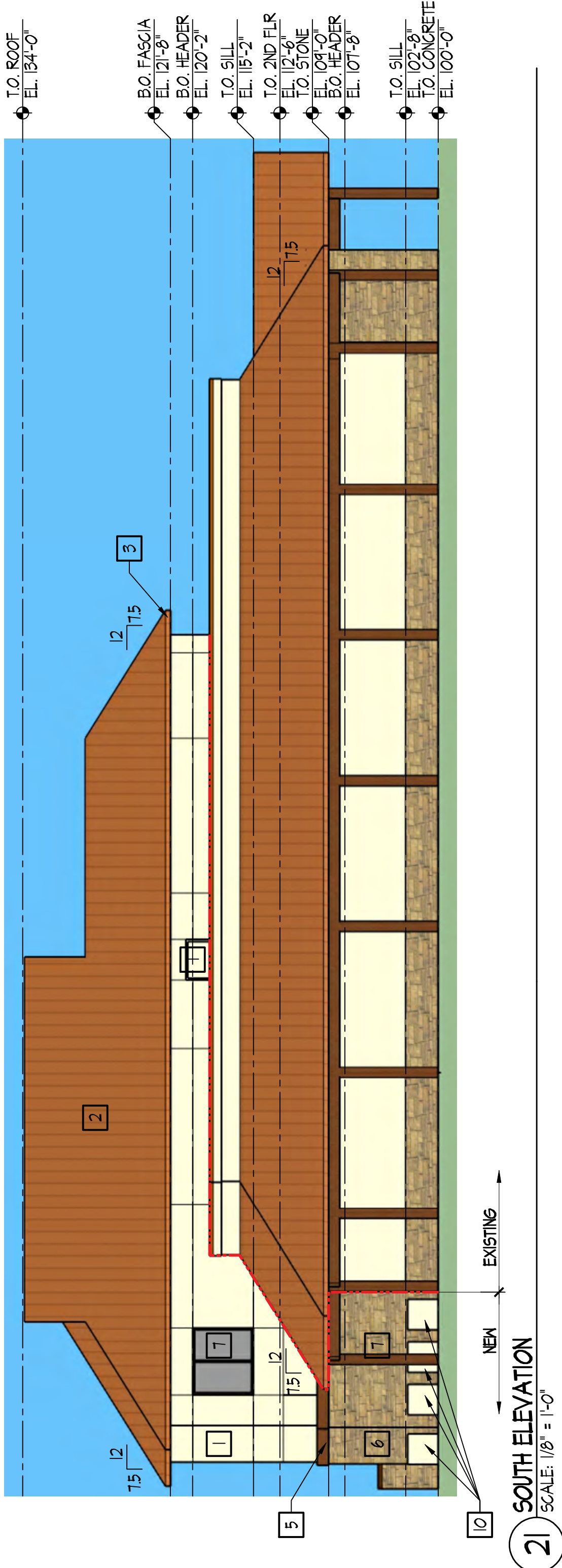
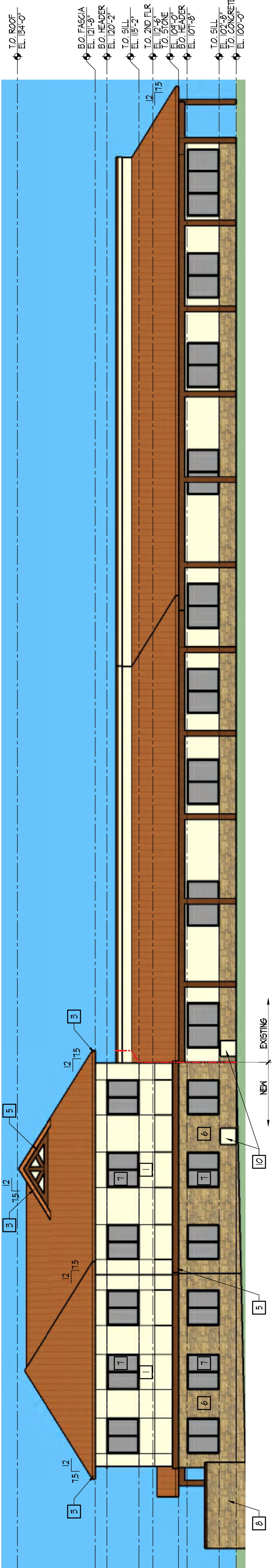
- 1 SYNTHETIC STUCCO (BEIGE) - TO MATCH EXISTING
- 2 METAL ROOF (CORPERTONE) - TO MATCH EXISTING
- 3 METAL FASCIA (CORPERTONE) - TO MATCH EXISTING
- 4 10 Ø WOOD TIMBER COLUMNS (DARK BROWN) - TO MATCH EXISTING
- 5 DECORATIVE WOOD TRIM (DARK BROWN) - TO MATCH EXISTING
- 6 PRECAST STONE (TAN/BUFF) - TO MATCH EXISTING
- 7 DOOR/WINDOW TRIM (BRONZE) - TO MATCH EXISTING
- 8 PRECAST STONE (TAN/BUFF) - TO MATCH EXISTING ON 8" C.M.U. AT TRASH & GENERATOR ENCLOSURE
- 9 20 GAUGE STEEL (CORPERTONE) (RE-USE EXISTING GATES IF POSSIBLE, REPLACE AND REPAIR AS NECESSARY)
- 10 PROPOSED LOCATION FOR CONDENSING UNITS EXISTING CONDENSING UNITS ARE LOCATED THIS AREA AS WELL
- 11 HOLLOW METAL ROOF ACCESS DOOR - PAINT TO MATCH ADJACENT STUCCO
- 12 METAL RAILING - PAINT TO MATCH DARK BROWN WOOD STAIN

AGRA HOLDINGS, L.P.	
COVER SHEET	
NAME OF APPLICATION:	AGRA HOLDINGS, L.P. BUILDING EXPANSION
TYPE OF SUBMITTAL:	FDP - AMENDMENT
FILING NUMBER:	N/A
PHASE NUMBER:	N/A
PREPARATION DATE:	SEPTEMBER 03, 2019
REVISION DATE:	NOVEMBER 08, 2019
REVISION DATE:	
REVISION DATE:	
SHEET 7 OF 9	



FINAL DEVELOPMENT PLAN - AMENDMENT NO. 2
AGRA HOLDINGS, L.P. BUILDING EXPANSION

LOT 3, DEL CAMINO JUNCTION BUSINESS PARK FIFTH MINOR PLAT
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
EXTERIOR ELEVATIONS
SHEET 8 OF 9



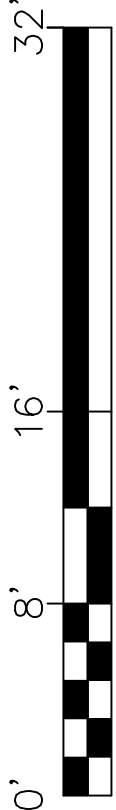
ELEVATION MATERIAL LEGEND

- 1 SYNTHETIC STUCCO (BEIGE) - TO MATCH EXISTING
- 2 METAL ROOF (COPPERTONE) - TO MATCH EXISTING
- 3 METAL FASCIA (COPPERTONE) - TO MATCH EXISTING
- 4 10 Ø WOOD TIMBER COLUMNS (DARK BROWN) - TO MATCH EXISTING
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AGRA HOLDINGS, L.P.	
COVER SHEET	
NAME OF APPLICATION:	AGRA HOLDINGS, L.P. BUILDING EXPANSION
TYPE OF SUBMITTAL:	FDP - AMENDMENT
FILING NUMBER:	N/A
PHASE NUMBER:	N/A
PREPARATION DATE:	SEPTEMBER 03, 2019
REVISION DATE:	NOVEMBER 08, 2019
REVISION DATE:	
REVISION DATE:	
SHEET 8 OF 9	

STUDIO DH
a r c h i t e c t u r e

1300 JACKSON STREET SUITE 200 GOLDEN, CO 80401
303.459.9600 fax 303.459.9666



SEPTEMBER 4, 2019

EXTERIOR ELEVATIONS

SHEET 8 OF 9

AGRA HOLDINGS, LLC.

FINAL DEVELOPMENT PLAN - AMENDMENT NO. 2
AGRA HOLDINGS, L.P. BUILDING EXPANSION

LOT 3, DEL CAMINO JUNCTION BUSINESS PARK FIFTH MINOR PLAT
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
COVER SHEET
SHEET 1 OF 9

OWNER

AGRA HOLDINGS, L.P.
11347 BUSINESS PARK CIRCLE
FIRESTONE, CO 80504
303-378-8144
CONTACT: ADAM BENTON
ABENTON@AGRAHOLDINGS.COM

CIVIL ENGINEER

PERCEPTION DESIGN GROUP, INC.
6901 S. PIERCE STREET, SUITE 315
LITTLETON, CO 80128
303-232-8088
CONTACT: JERRY W. DAVIDSON
JDAVIDSON@PERCEPTIONDESIGNGROUP.COM

CONTRACTOR

CONSTRUCTION CONCEPTS, INC.
14125 MEAD STREET
LONGMONT, CO 80504
970-635-0600
CONTACT: JOEL HARDY

ARCHITECT

STUDIO DH ARCHITECTURE
1300 JACKSON STREET, SUITE 200
GOLDEN, CO 80401
720-457-3270
CONTACT: JACOB FIRESTIEN
Jacob@studio-dh.us

LANDSCAPE ARCHITECT

LONGS PEAK LANDSCAPE
4325 HILLTOP ROAD
LONGMONT, CO 80504
303-862-2857
CONTACT: BRAD BROWN
Brad@longspeaklandscape.com

ELECTRICAL ENGINEER

DELANEY'S ELECTRIC INC.
PO BOX 1142, AULT CO 80610
970-834-1715
CONTACT: MIKE DELANEY

BENCHMARK

FIRESTONE BENCHMARK BM 25; MARKED "X" ON NORTH END OF HEADWALL AT NORTHWEST CORNER
OF INTERSECTION OF FIRESTONE BLVD. AND COLORADO BLVD. ELEVATION = 4848.265 (1929 NAVD)

WATER METER TABLE

QUANTITY	SIZE	TYPE
1	1-1/2"	COMMERCIAL
0	-	IRRIGATION

LAND USE TABLE

	SQUARE FEET	ACRES
LOT SIZE	57,799	1.326±
	PROPOSED USE	ZONE DISTRICT
LAND USE	OFFICE	PUD-RC/EC
	ALLOWED	ACTUAL
BUILDING HEIGHT	35'-0"	33'-8"
	AREA	PERCENTAGE
BUILDING FOOTPRINT	13,336 SF	23%
NON-PERMEABLE COVERAGE	21,621 SF	37%
LANDSCAPE COVERAGE	22,842 SF	40%
EXISTING GROSS FLOOR AREA	10,584 SF	
PROPOSED GROSS FLOOR AREA ADDITION	5,504 SF	
TOTAL GROSS FLOOR AREA	16,088 SF	

LEGAL DESCRIPTION

LOT 3, DEL CAMINO JUNCTION BUSINESS PARK 5TH MINOR PLAT, RECORDED ON APRIL 17, 2012 AT RECEPTION NO. 3839347 AT THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER, LOCATED IN THE WEST HALF (W1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWO (2), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-EIGHT WEST (R.68W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

SAID PARCEL CONTAINS 1.327 ACRES, MORE OR LESS.

APPROVAL BLOCK

APPROVED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,

COLORADO THIS _____ DAY OF _____, 20____.

BY RESOLUTION NO. _____

MAYOR

ATTEST: TOWN CLERK

ACCEPTANCE BLOCK AND NOTARY

BY SIGNING THIS FDP, THE OWNER ACKNOWLEDGES AND ACCEPTS ALL THE REQUIREMENTS AND INTENTS SET FORTH HEREIN.

AGRA HOLDINGS, LP A COLORADO LIMITED PARTNERSHIP BY ADAM BENTON, PRESIDENT

STATE OF COLORADO)
) SS
COUNTY OF WELD)

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

BY _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES

AGRA HOLDINGS, L.P., BUILDING EXPANSION	
COVER SHEET	
NAME OF APPLICATION:	AGRA HOLDINGS, L.P. BUILDING EXPANSION
TYPE OF SUBMITTAL:	FDP - AMMENDMENT 2
FILING NUMBER:	N/A
PHASE NUMBER:	N/A
PREPARATION DATE:	SEPTEMBER 03, 2019
REVISION DATE:	NOVEMBER 08, 2019
REVISION DATE:	
REVISION DATE:	
SHEET 1 OF 9	



SEPTEMBER 4, 2019

COVER SHEET

SHEET 1 OF 9

AGRA HOLDINGS, L.P.

FINAL DEVELOPMENT PLAN - AMENDMENT NO. 2
AGRA HOLDINGS, L.P. BUILDING EXPANSION

LOT 3, DEL CAMINO JUNCTION BUSINESS PARK FIFTH MINOR PLAT
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
NARRATIVE TEXT
SHEET 2 OF 9

PROJECT CONCEPT

AGRA HOLDINGS IS AN EXISTING COMMERCIAL BUILDING AT 11347 BUSINESS PARK CIRCLE. THE PURPOSE OF THIS DEVELOPMENT PLAN AMENDMENT IS TO DEFINE IMPROVEMENTS ASSOCIATED WITH A 5,504 SF BUILDING ADDITION ON THE NORTH SIDE OF THE EXISTING BUILDING. THE ADDITION IS TO BE TWO-STORIES WITH FLOOR AREA OF 2,752 SF PER FLOOR. ADDITIONALLY, A NEW TRASH ENCLOSURE, WATER SERVICE, AND ADDITIONAL PARKING SPACES ARE PROPOSED.

ENVIRONMENTAL IMPACT MITIGATION

THERE IS NO EVIDENCE OF RECOGNIZED ENVIRONMENTAL CONDITIONS IN CONNECTION WITH THIS SITE. PLEASE REFER TO "PHASE 1 ENVIRONMENTAL SITE ASSESSMENT REPORT" PREPARED FOR THE DEL CAMINO BUSINESS PARK ODP/FDP PREPARED BY ENVIRONMENTAL SCIENCE CORPORATION AND DATED 9/20/1999.

PRIVATE MAINTENANCE, CONTROLS AND ENFORCEMENT

THE LOT OWNER IS RESPONSIBLE FOR MAINTENANCE OF PRIVATE IMPROVEMENTS WITHIN THE PROPERTY.

OPEN SPACE & LANDSCAPE

AN OVERALL LANDSCAPE PLAN FOR THE DEL CAMINO JUNCTION BUSINESS PARK WAS APPROVED WITH THE OVERALL FINAL DEVELOPMENT PLAN.

ADDITIONALLY, THE AGRA HOLDINGS SITE WILL BE LANDSCAPED AS ILLUSTRATED IN THIS FINAL DEVELOPMENT PLAN. LANDSCAPE MATERIALS AND DESIGN WILL CONFORM TO THE THEME ESTABLISHED FOR THE OVERALL CENTER.

THE ON-SITE LANDSCAPING WILL BE MAINTAINED BY THE PROPERTY OWNER TO BE CONSISTENT WITH THE FDP.

A.D.A COMPLIANCE

THIS FINAL DEVELOPMENT PLAN HAS BEEN DESIGNED TO TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT.

DRAINAGE

REFER TO THE DRAINAGE COMPLIANCE LETTER PREPARED BY PERCEPTION DESIGN GROUP, INC. DATED SEPTEMBER 03, 2019, WHICH IS FILED WITH THIS FINAL DEVELOPMENT PLAN AMENDMENT AND SUPPLEMENTAL DOCUMENTS FOR A DESCRIPTION OF THE STORM DRAINAGE FOR THIS DEVELOPMENT PLAN. THE SITE IS DESIGNED TO CONFORM TO THE APPROVED FINAL DRAINAGE REPORT FOR DEL CAMINO JUNCTION BUSINESS PARK PUD, FIRESTONE, COLORADO PREPARED BY TUTTLE APLEGATE INC. DATED AUGUST 15, 1999. PROPOSED SURFACE IMPROVEMENTS WILL SURFACE DRAIN TO EXISTING FACILITIES.

PARKING

PROVIDED USE:	OFFICE
REQUIRED PARKING RATIO:	1 SPACE/350 SF
A.D.A ACCESSIBLE SPACES PROVIDED	2
STANDARD SPACES PROVIDED:	44
TOTAL SPACES PROVIDED:	46
PARKING SPACES REQUIRED:	46

UTILITIES

THE FOLLOWING IS A GENERAL DESCRIPTION OF THE UTILITY SYSTEMS AND PUBLIC SERVICES INTENDED TO SERVE THE PROJECT. THE FOLLOWING ENTITIES WOULD PROVIDE THE FOLLOWING SERVICES:

POLICE PROTECTION	TOWN OF FIRESTONE
POTABLE WATER	TOWN OF FIRESTONE
PUBLIC STREET MAINTENANCE	TOWN OF FIRESTONE
SANITARY SEWER	ST. VRAIN SANITATION DISTRICT
FIRE PROTECTION	FIRESTONE FREDERICK FIRE PROTECTION DISTRICT
ELECTRIC	UNITED POWER
NATURAL GAS	BLACK HILLS ENERGY
TELEPHONE	CENTURYLINK

MAIN PUBLIC UTILITY LINES FOR WATER, SANITARY, STORM WATER, ELECTRIC, AND GAS SERVICES HAVE BEEN INSTALLED PURSUANT TO THE APPROVED OVERALL FINAL DEVELOPMENT PLAN.

SITE SERVICE LINES CURRENTLY EXIST TO THE EXISTING BUILDING.

ARCHITECTURE

TWO STORY (2,752 GROSS SQUARE FEET PER FLOOR) BUILDING ADDITION TO AN EXISTING COMMERCIAL OFFICE BUILDING AND RELATED SITE IMPROVEMENTS

SIGN PROGRAM

NO NEW SIGNAGE IS PROPOSED WITH THIS AMENDMENT. EXISTING SIGNAGE SHALL REMAIN.

BUILDING HEIGHT

THE BUILDING HEIGHT IS 33'-8" AS SHOWN ON THE ELEVATION SHEET.

SETBACKS

PRINCIPAL BUILDING SETBACKS ARE AS IDENTIFIED ON THIS FINAL DEVELOPMENT PLAN. SEE SITE PLAN SHEET.

DEVELOPMENT SCHEDULE

APPROXIMATE CONSTRUCTION START DATE: JANUARY 1, 2020.
APPROXIMATE COMPLETION DATE: JUNE 1, 2020.

CIRCULATION SYSTEMS

ACCESS TO THE SITE AS SHOWN ON THE SITE PLAN SHEET IS FROM BUSINESS PARK CIRCLE. THE ACCESSES IS EXISTING AND NO NEW ACCESSES ARE PROPOSED.

HOURS OF OPERATION

THE HOURS OF OPERATION OF THIS STORE WILL BE 8:00 A.M. TO 5:00 P.M. 5 DAYS PER WEEK.

BUILDING ADDRESS

11347 BUSINESS PARK CIRCLE, FIRESTONE, COLORADO 80504.

CBT WATER SHARE

WATER DEDICATION WAS DETERMINED BASED ON INFORMATION PROVIDED BY THE APPLICANT. THE TOTAL AMOUNT OF CBT WATER TO BE DEDICATED TO THE TOWN WAS CALCULATED BASED ON IRRIGATED LANDSCAPE AREA AND ESTIMATED DOMESTIC DEMAND. THE TOWN SHALL AT ALL TIMES HAVE THE RIGHT TO REQUIRE ADDITIONAL WATER DEDICATION IF ACTUAL CONSUMPTION EXCEEDS THIS CALCULATED ESTIMATE. IF THE TOWN DETERMINES THAT ADDITION CBT WATER IS TO BE DEDICATED, THE LOT OWNER SHALL PROVIDE THE WATER WITHIN 30 DAYS OF WRITTEN NOTICE BY THE TOWN. THE ADDITIONAL DEDICATION SHALL BE BASED ON THE TOWN'S THEN CURRENT WATER DEDICATION POLICIES.

THE TOWN OF FIRESTONE HAS DETERMINED THE REQUIRED CBT DEDICATION TO BE:

CURRENT USAGE DEMAND:	2.32 SHARES
PROPOSED DEMAND:	2.29 SHARES
EXISTING CBT SHARES PREVIOUSLY DEDICATED:	2 SHARES

A TOTAL OF ONE (1) SHARE SHALL BE TRANSFERRED TO THE TOWN OR CASH IN-LIEU PAYMENT MADE PRIOR TO RECORDATION OF THE FINAL DEVELOPMENT PLAN.

ZONING AND ALLOWED USES

SITE IS ZONED PUD RC/EC.

OFFICE IS AN ALLOWED USE.

AGRA HOLDINGS, L.P.	
NARRATIVE TEXT	
NAME OF APPLICATION:	AGRA HOLDINGS, L.P. BUILDING EXPANSION
TYPE OF SUBMITTAL:	FDP - AMMENDMENT 2
FILING NUMBER:	N/A
PHASE NUMBER:	N/A
PREPARATION DATE:	SEPTEMBER 03, 2019
REVISION DATE:	NOVEMBER 08, 2019
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
SHEET 2 OF 9	

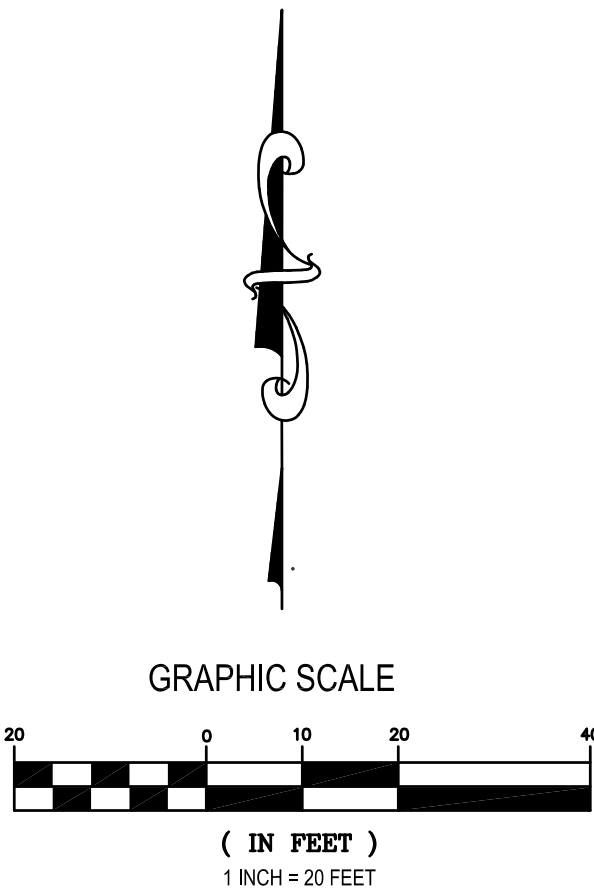
FINAL DEVELOPMENT PLAN - AMENDMENT NO. 2
AGRA HOLDINGS, L.P. BUILDING EXPANSION

LOT 3, DEL CAMINO JUNCTION BUSINESS PARK FIFTH MINOR PLAT
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
SITE PLAN
SHEET 3 OF 9

LEGEND

- PROPERTY LINE
- HANDICAP PARKING STALL
- PARKING COUNT PER ROW
- LANDSCAPED AREA
- SIDEWALK
- HANDICAP RAMP
- FIRE HYDRANT
- SITE SIGNAGE
- CONCRETE PAVEMENT
- EXISTING CURB AND GUTTER
- CONCRETE CURB
- EDGE OF ASPHALT
- EXISTING SITE LIGHTING
- SITE LIGHTING

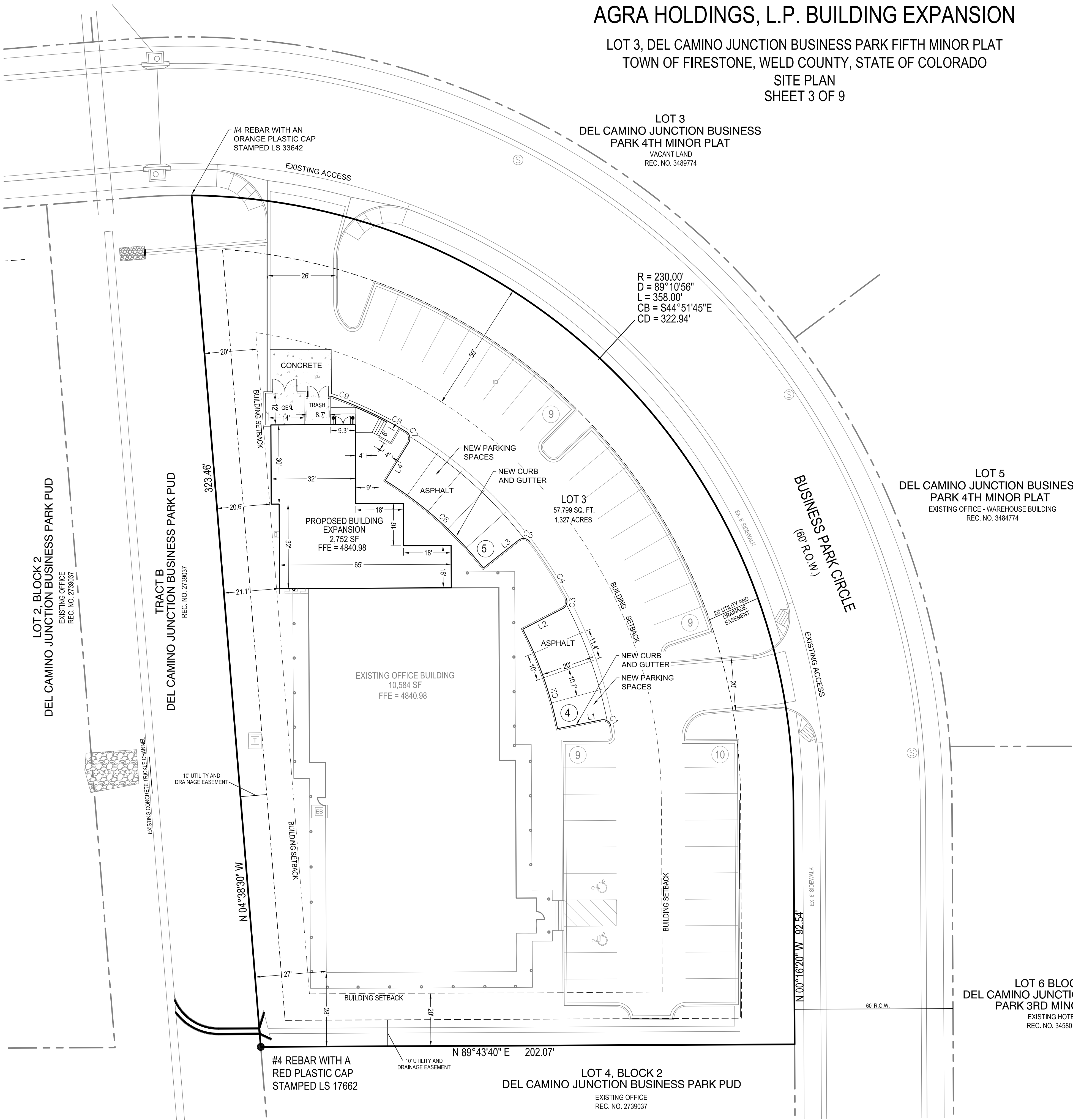
Parcel Line and Curve Table			
Line #/Curve #	Length	Bearing/Delta	Radius
C1	4.77	91.07	3.00
C2	40.01	15.97	143.50
C3	4.77	91.07	3.00
C4	25.36	8.89	163.50
C6	49.99	19.96	143.50
C7	4.74	90.53	3.00
C8	21.37	8.19	149.54
C9	9.96	3.49	163.50
L1	16.97	N78° 42' 34.00"E	
L2	16.97	N62° 44' 06.81"E	
L4	16.90	N31° 44' 42.18"E	



AGRA HOLDINGS, L.P.	
SITE PLAN	
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PREPARATION DATE:	SEPTEMBER 03, 2019
REVISION DATE:	NOVEMBER 08, 2019
REVISION DATE:	
REVISION DATE:	
SHEET 3 OF 9	



SEPTEMBER 4, 2019
SITE PLAN
SHEET 3 OF 9
AGRA HOLDINGS, L.P.



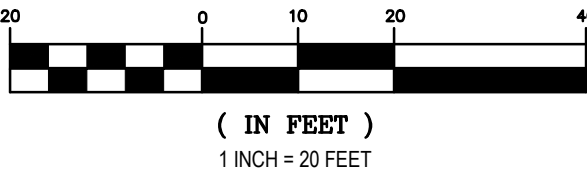
FINAL DEVELOPMENT PLAN - AMENDMENT NO. 2
AGRA HOLDINGS, L.P. BUILDING EXPANSION

LOT 3, DEL CAMINO JUNCTION BUSINESS PARK FIFTH MINOR PLAT
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
GRADING AND UTILITY PLAN
SHEET 4 OF 9

LEGEND

- PROPERTY LINE
- EXISTING CURB AND GUTTER
- CONCRETE CURB
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED HIGH POINT
- PROPOSED LOW POINT
- PROPOSED SPOT ELEVATION
- EXISTING SPOT ELEVATION
- EXISTING STORM SEWER WITH MANHOLE
- EXISTING SANITARY SEWER WITH MANHOLE
- EXISTING WATERLINE W/ HYDRANT AND VALVE
- PROPOSED STORM SEWER W/ MANHOLE AND INLET
- PROPOSED SANITARY SEWER WITH CLEANOUT
- PROPOSED WATERLINE W/ HYDRANT AND VALVE
- EXISTING EASEMENT
- EXISTING ELECTRIC, GAS, TELEPHONE

GRAPHIC SCALE



BENCHMARK

FIRESTONE BENCHMARK BM 25: MARKED "X" ON NORTH END OF HEADWALL AT NORTHWEST CORNER OF INTERSECTION OF FIRESTONE BLVD. AND COLORADO BLVD. ELEVATION = 4848.265 (1929 NAVD)

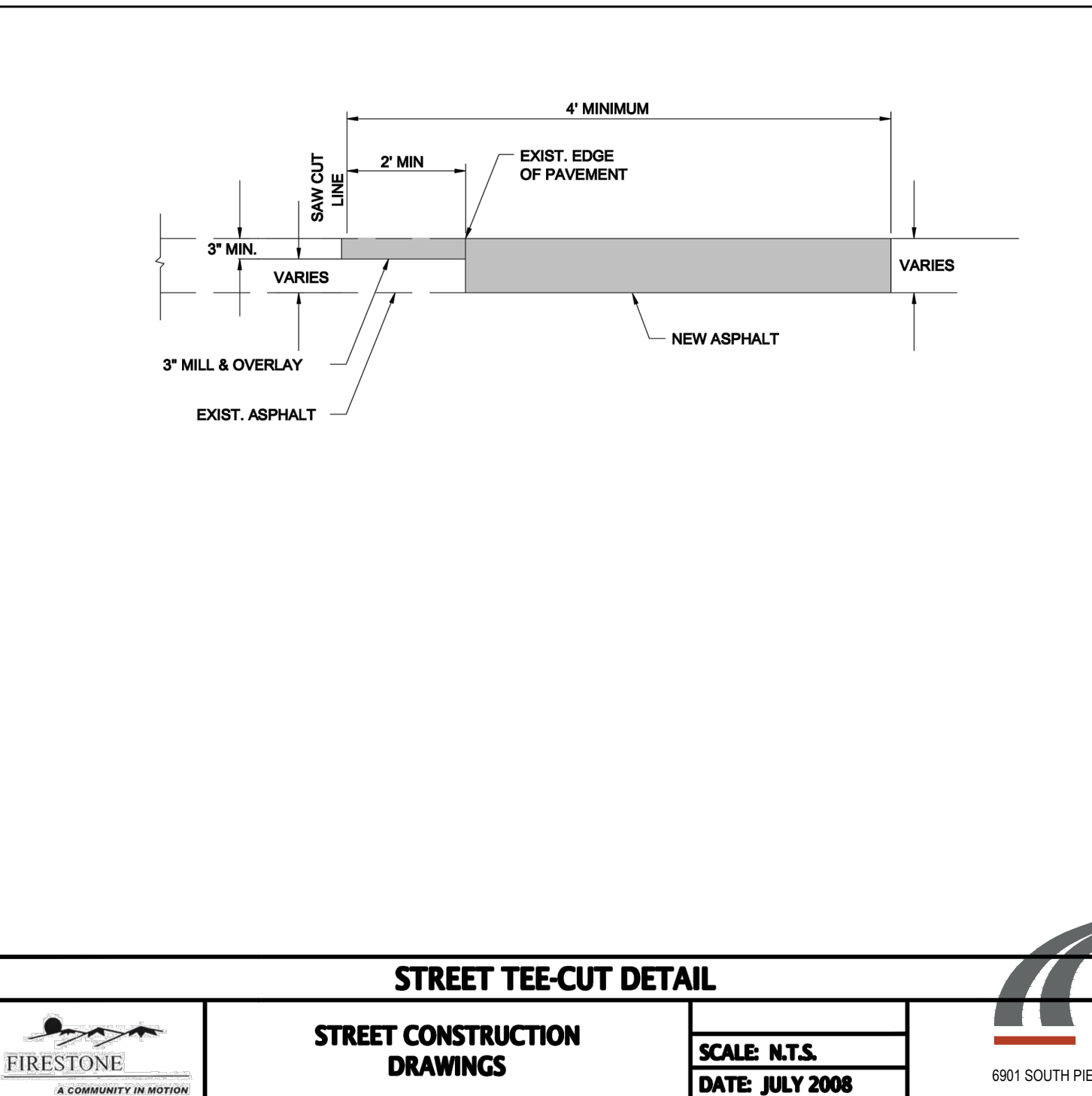
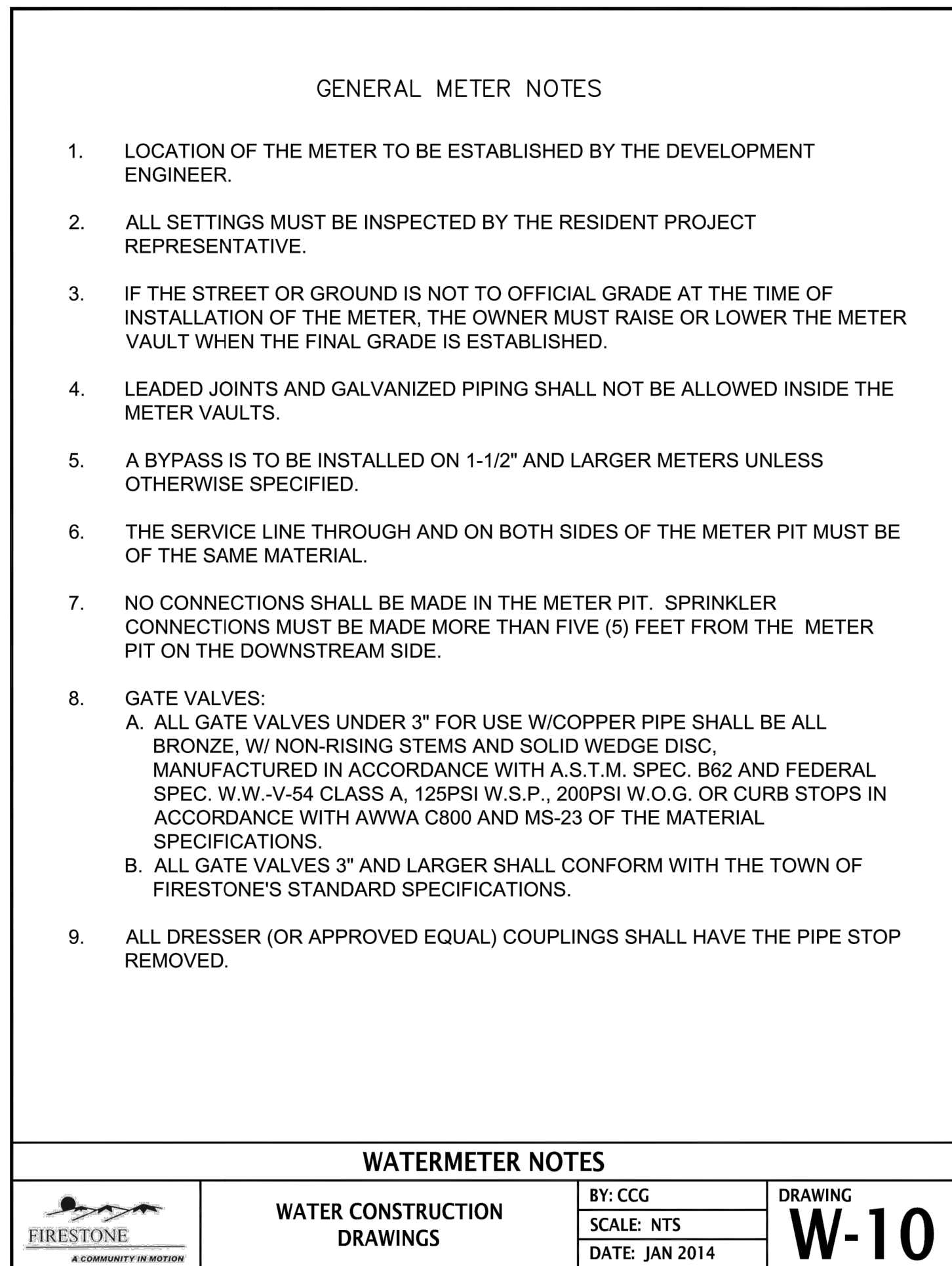
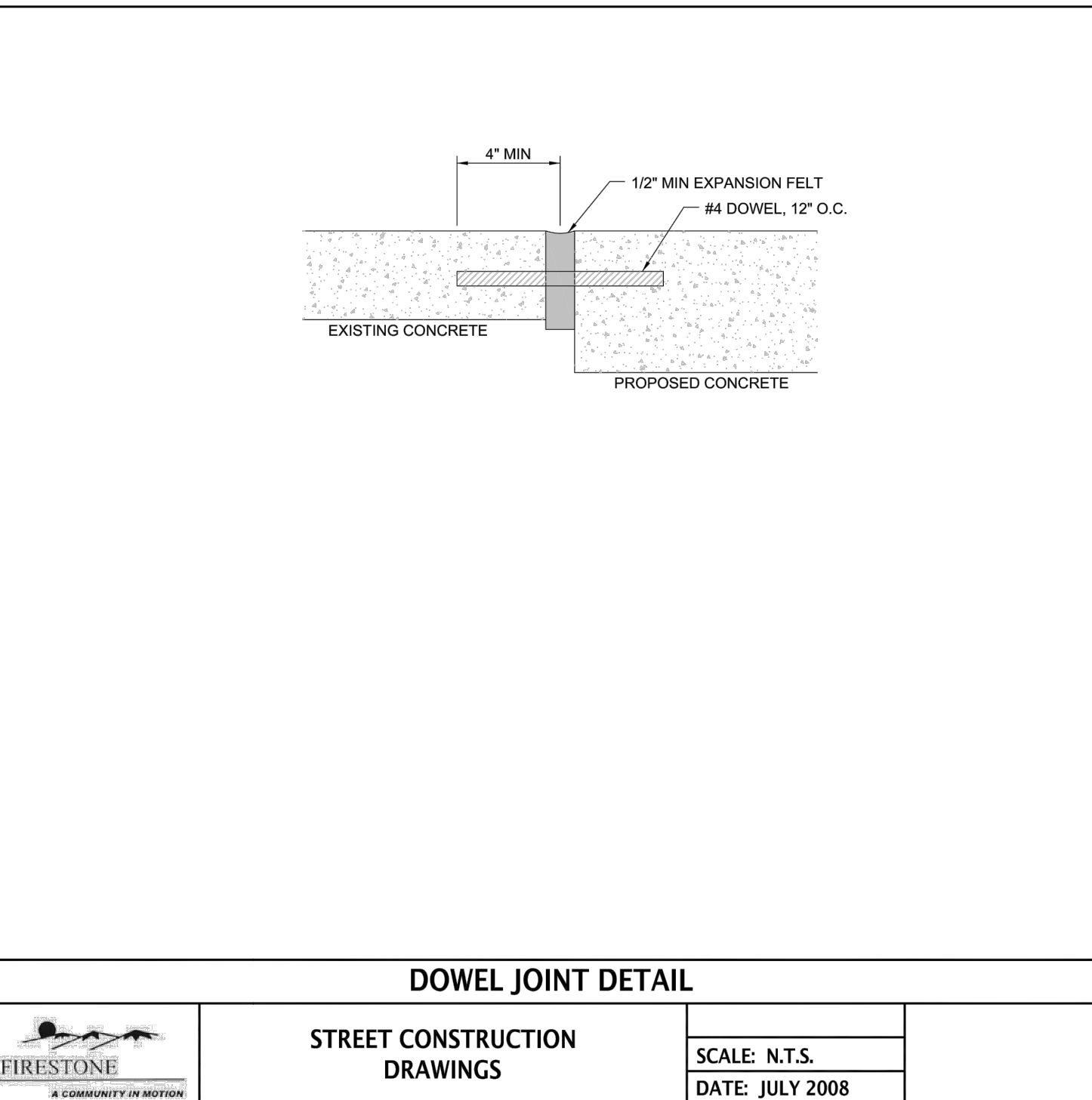
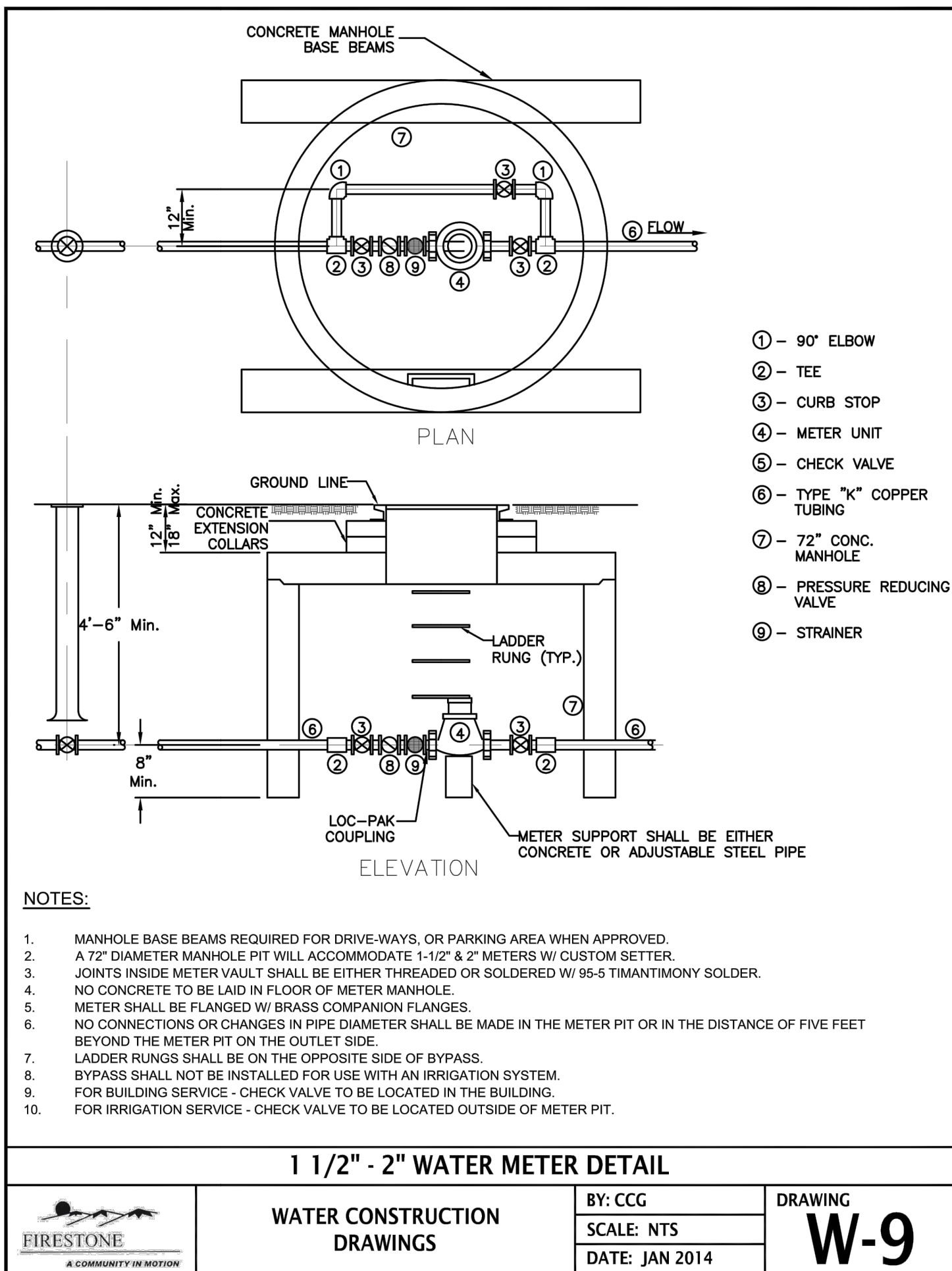
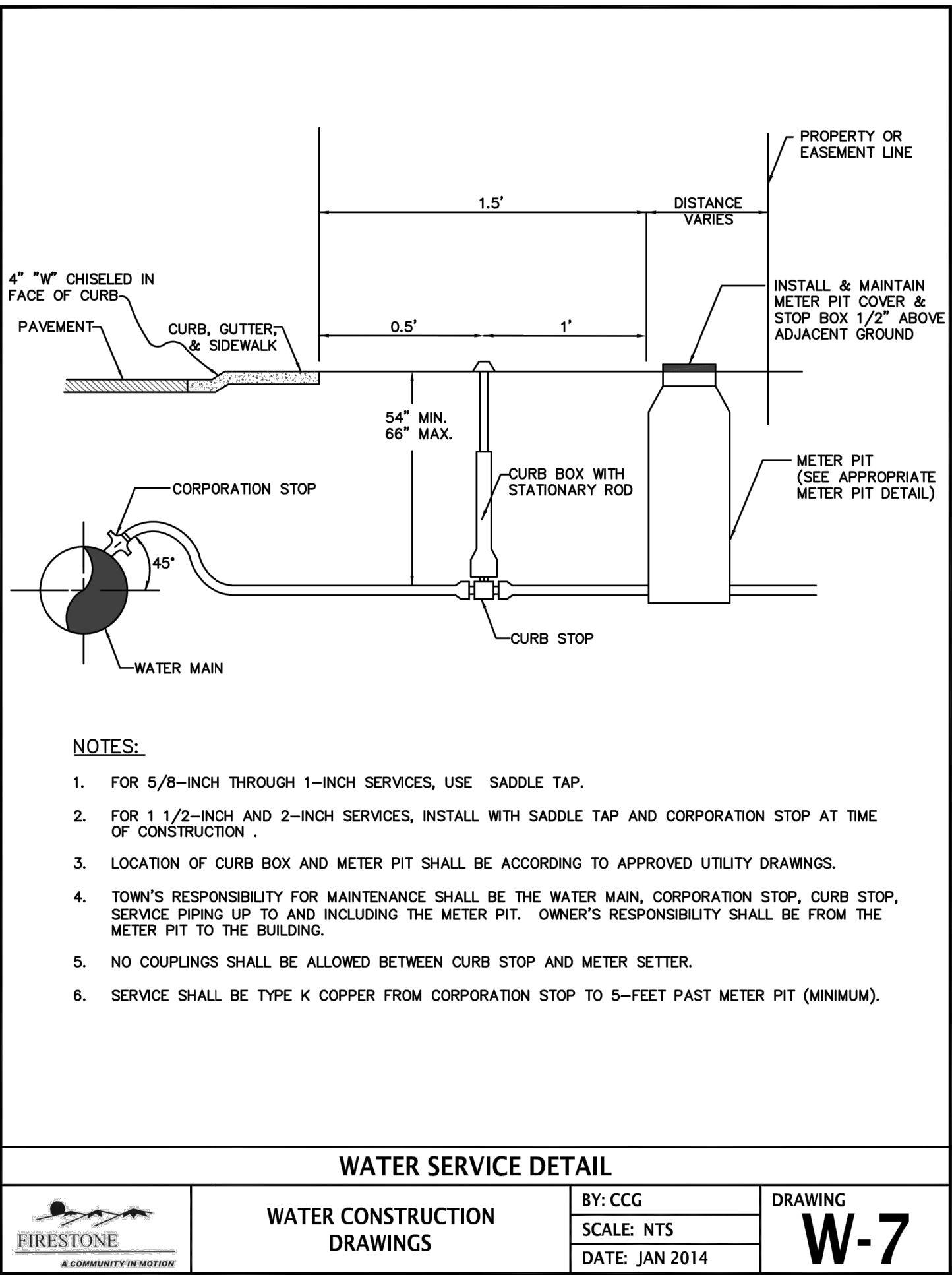
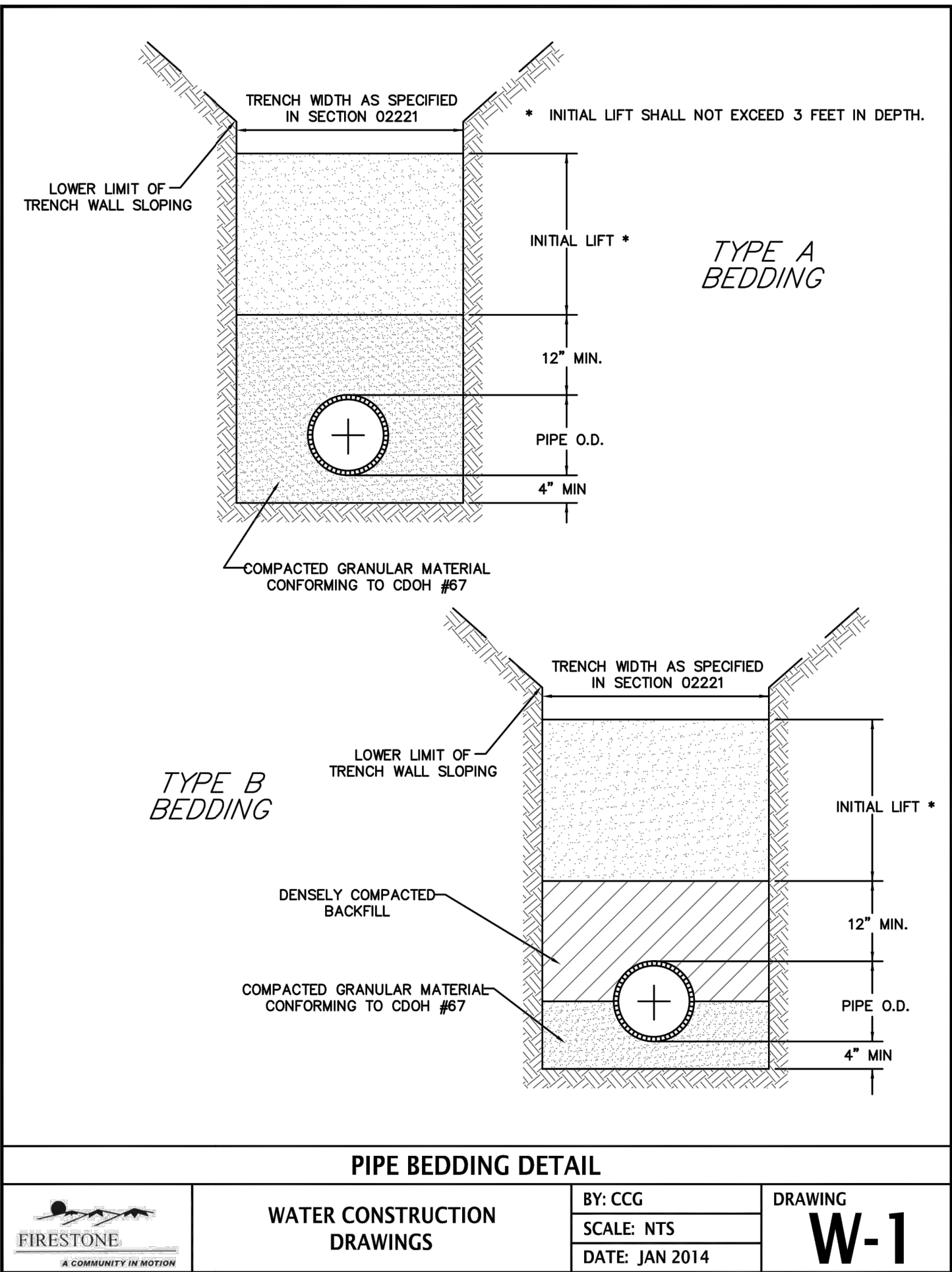
AGRA HOLDINGS, L.P.	
GRADING AND UTILITY PLAN	
NAME OF APPLICATION:	AGRA HOLDINGS, L.P. BUILDING EXPANSION
TYPE OF SUBMITTAL:	FDP - AMMENDMENT 2
FILING NUMBER:	N/A
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REVISION DATE:	
REVISION DATE:	
SHEET 4 OF 9	



SEPTEMBER 03, 2019
GRADING AND UTILITY PLAN
SHEET 4 OF 9
AGRA HOLDINGS, L.P.

FINAL DEVELOPMENT PLAN - AMENDMENT NO. 2
AGRA HOLDINGS, L.P. BUILDING EXPANSION

LOT 3, DEL CAMINO JUNCTION BUSINESS PARK FIFTH MINOR PLAT
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
UTILITY DETAILS
SHEET 5 OF 9



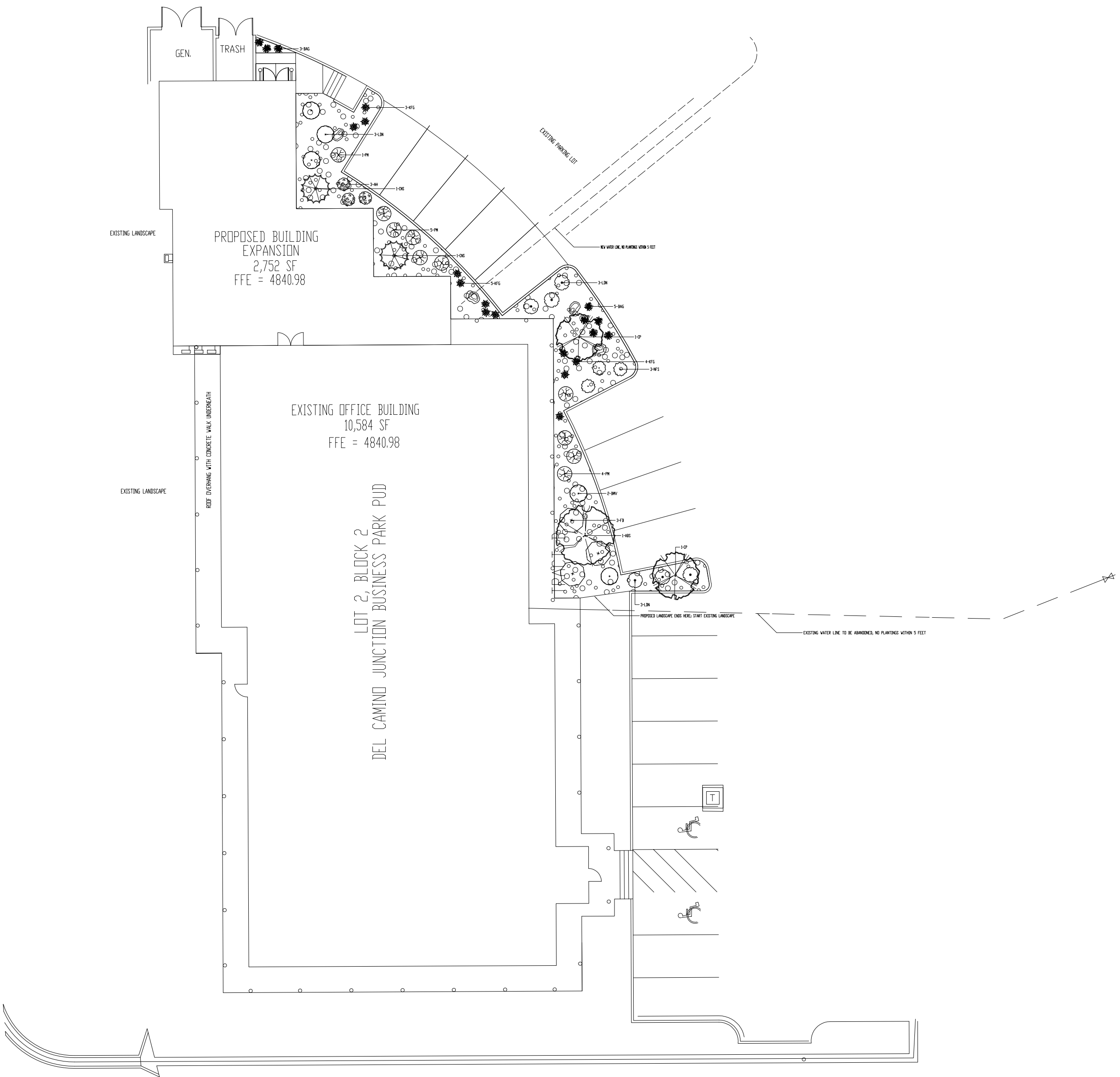
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UTILITY DETAILS	
NAME OF APPLICATION:	AGRA HOLDINGS, L.P. BUILDING EXPANSION
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REVISION DATE:	
SHEET 5 OF 9	



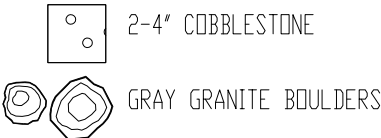
SEPTEMBER 03, 2019
UTILITY DETAILS
SHEET 5 OF 9
AGRA HOLDINGS, L.P.

FINAL DEVELOPMENT PLAN - AMENDMENT NO. 2
AGRA HOLDINGS, L.P. BUILDING EXPANTION

LOT 3, DEL CAMINO JUNCTION BUSINESS PARK FIFTH MINOR PLAT
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
LANDSCAPE PLAN
SHEET 5 OF 8



LANDSCAPE MATERIAL LEGEND

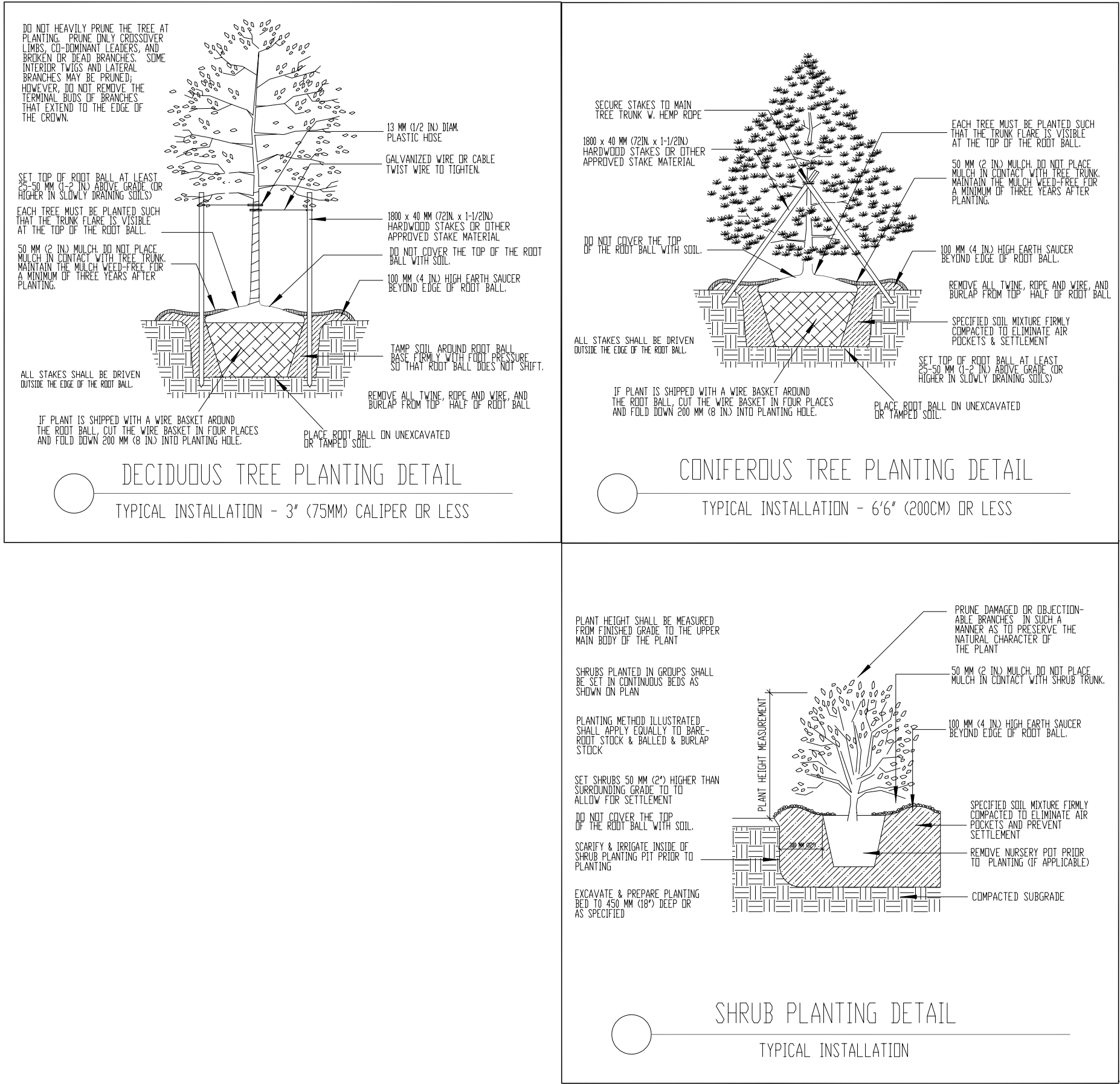


PLANT MATERIAL LEGEND

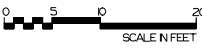
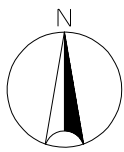
Key	Qty	Botanical Name	Common Name	Size/Condition
Trees				
ABS	1	Amelanchier x grandiflora 'Autumn Brilliance'	'AUTUMN BRILLIANCE' SERVICEBERRY	6-8' clump B&B
CNS	2	Picea abies 'cupressiana'	'CUPRESSIANA' NORWAY SPRUCE	6' B&B
CP	2	Pyrus calleryana 'Chanticleer'	'CHANTICLEER' FLOWERING PEAR	2" B&B
Shrubs				
AH	1	Hydrangea arborescens 'Annabelle'	'ANNABELLE' HYDRANGEA	#5
BMV	2	Viburnum dentatum 'Christan'	'BLUE MUFFIN' VIBURNUM	#5
FB	3	Chamaebatia millefolium	FERNBUSH	#5
LDN	9	Physocarpus opulifolius 'Dionna May'	LITTLE DEVIL NINEBARK	#5
NFS	3	Spiraea japonica 'Neon Flash'	NEON FLASH JAPANESE SPIREA	#5
PM	10	Arctostaphylos x coloradensis	'PANCHITO' MANZANITA	#2
Ornamental Grasses				
BAG	8	Bouteloua gracilis 'Blonde Ambition'	'BLONDE AMBITION' BLUE GRAMA GRASS	#1
KFG	12	Calamagrostis x acutiflora 'Karl Foerster'	'KARL FOERSTER' FEATHER REED GRASS	#1

LANDSCAPE NOTES

1. COMMERCIAL GRADE WEED BARRIER FABRIC IS TO BE USED IN BED AREAS.
2. ALL PLANTS TO BE WATERED VIA DRIP IRRIGATION.
3. PLANTS ARE SHOWN AT FULL SIZE AND MAY TAKE SEVERAL GROWING SEASONS TO ACHIEVE.
4. BOULDERS WILL BE SLIGHTLY DUG IN WITH PROMINENT VIEWS IN MIND.
5. DRIP IRRIGATION - CONNECT TO EXISTING DRIP VALVE AND EXTEND NEW LATERALS AND EMITTERS TO PROPOSED PLANTINGS. ALL EXISTING SPRAY IRRIGATION IS TO BE CAPPED AND ABANDONED.
6. ANY AREAS DISTURBED BY GRADING ACTIVITIES ARE TO BE SEEDED AND TEMPORARILY IRRIGATED.
7. ALL PROPOSED TREES TO BE 10' AWAY FROM ALL EXISTING AND PROPOSED UTILITY LINES.
8. ALL PROPOSED SHRUBS TO BE 5' AWAY FROM ALL EXISTING AND PROPOSED UTILITY LINES.
9. ORNAMENTAL GRASS PLANTING TO BE COMPLETED PER THE SHRUB PLANTING DETAIL. ORNAMENTAL GRASS HEIGHT NOT TO EXCEED 6 FEET.



AGRA HOLDINGS, L.P.	
LANDSCAPE PLAN	
NAME OF APPLICATION:	AGRA HOLDINGS, L.P. BUILDING EXPANSION
TYPE OF SUBMITTAL:	FDP - AMENDMENT
FILING NUMBER:	N/A
PHASE NUMBER:	N/A
PREPARATION DATE:	SEPTEMBER 03, 2019
REVISION DATE:	OCTOBER 30, 2019
REVISION DATE:	NOVEMBER 11, 2019
REVISION DATE:	
REVISION DATE:	
SHEET 5 OF 8	



NOVEMBER 11, 2019

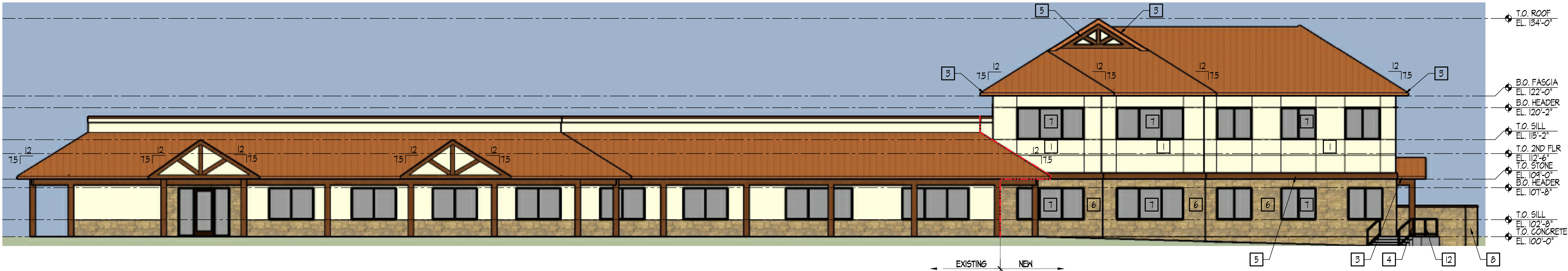
LANDSCAPE PLAN

SHEET 5 OF 8

AGRA HOLDINGS, LLC.

FINAL DEVELOPMENT PLAN - AMENDMENT NO. 2
AGRA HOLDINGS, L.P. BUILDING EXPANSION

LOT 3, DEL CAMINO JUNCTION BUSINESS PARK FIFTH MINOR PLAT
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
EXTERIOR ELEVATIONS
SHEET 7 OF 9



11 EAST ELEVATION
SCALE: 1/8" = 1'-0"

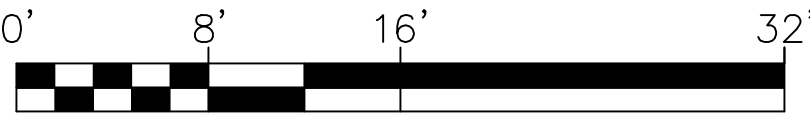


21 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

ELEVATION MATERIAL LEGEND

- 1 SYNTHETIC STUCCO (BEIGE) - TO MATCH EXISTING
- 2 METAL ROOF (COPPERTONE) - TO MATCH EXISTING
- 3 METAL FASCIA (COPPERTONE) - TO MATCH EXISTING
- 4 10" WOOD TIMBER COLUMNS (DARK BROWN) - TO MATCH EXISTING
- 5 DECORATIVE WOOD TRIM (DARK BROWN) - TO MATCH EXISTING
- 6 PRECAST STONE (TAN/BUFF) - TO MATCH EXISTING
- 7 DOOR/WINDOW TRIM (BRONZE) - TO MATCH EXISTING
- 8 PRECAST STONE (TAN/BUFF) - TO MATCH EXISTING ON 8" C.M.U. AT TRASH & GENERATOR ENCLOSURE
- 9 20 GAUGE STEEL (COPPERTONE) (RE-USE EXISTING GATES IF POSSIBLE, REPLACE AND REPAIR AS NECESSARY)
- 10 PROPOSED LOCATION FOR CONDENSING UNITS (EXISTING CONDENSING UNITS ARE LOCATED THIS AREA AS WELL)
- 11 HOLLOW METAL ROOF ACCESS DOOR - PAINT TO MATCH ADJACENT STUCCO
- 12 METAL RAILING - PAINT TO MATCH DARK BROWN WOOD STAIN

AGRA HOLDINGS, L.P.	
COVER SHEET	
NAME OF APPLICATION:	AGRA HOLDINGS, L.P. BUILDING EXPANSION
TYPE OF SUBMITTAL:	FDP - AMMENDMENT
FILING NUMBER:	N/A
PHASE NUMBER:	N/A
PREPARATION DATE:	SEPTEMBER 03, 2019
REVISION DATE:	NOVEMBER 08, 2019
REVISION DATE:	
REVISION DATE:	
SHEET 7 OF 9	

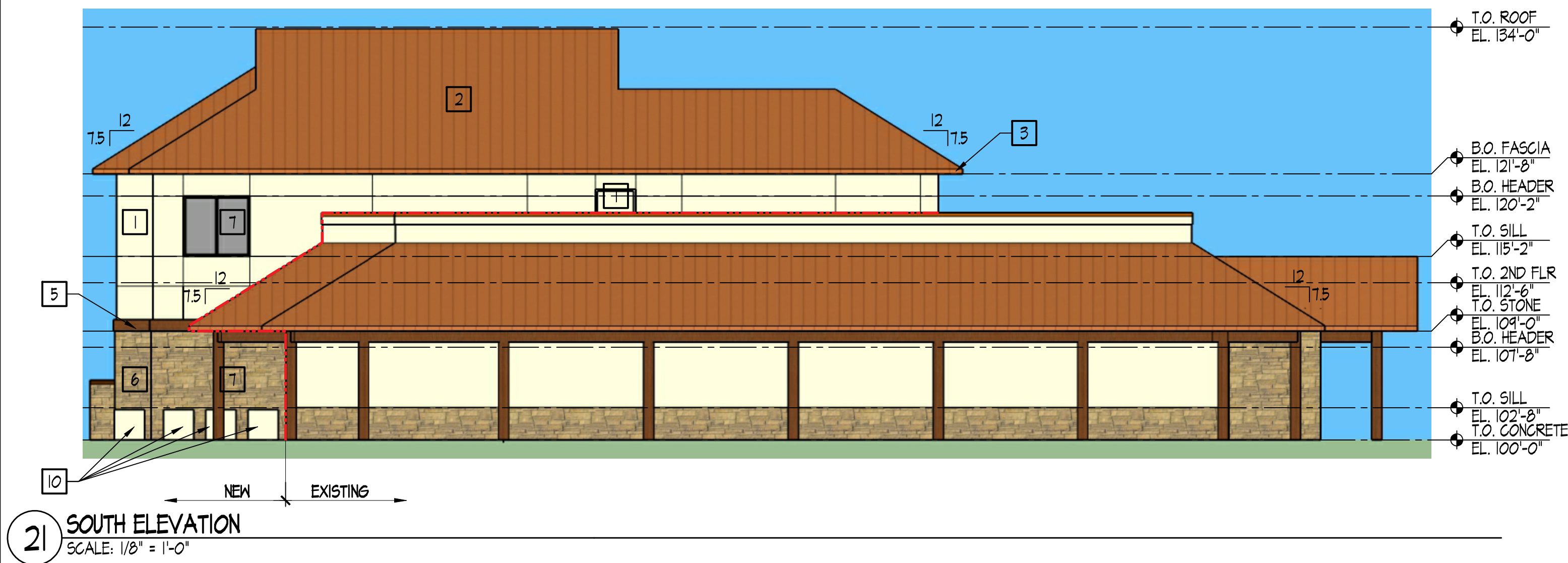
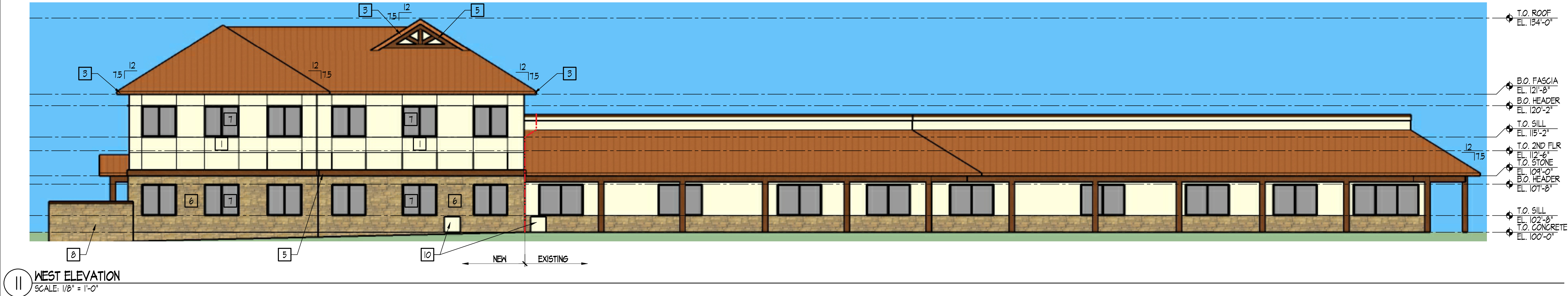


STUDIO DH
architecture
1300 JACKSON STREET SUITE 200 GOLDEN, CO 80401
303.458.9600 fax: 303.458.9666

SEPTEMBER 4, 2019
EXTERIOR ELEVATIONS
SHEET 7 OF 9
AGRA HOLDINGS, LLC.

FINAL DEVELOPMENT PLAN - AMENDMENT NO. 2
AGRA HOLDINGS, L.P. BUILDING EXPANSION

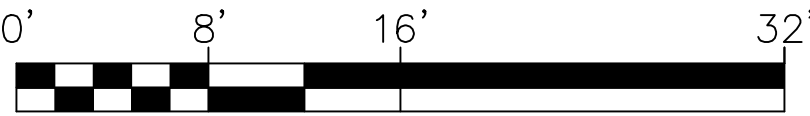
LOT 3, DEL CAMINO JUNCTION BUSINESS PARK FIFTH MINOR PLAT
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
EXTERIOR ELEVATIONS
SHEET 8 OF 9



ELEVATION MATERIAL LEGEND

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COVER SHEET	
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SHEET 8 OF 9	



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FINAL DEVELOPMENT PLAN - AMENDMENT NO. 2
AGRA HOLDINGS, L.P. BUILDING EXPANSION

LOT 3, DEL CAMINO JUNCTION BUSINESS PARK FIFTH MINOR PLAT
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
PHOTOMETRIC SHEET
SHEET 9 OF 9

KEY NOTES

(THIS SHEET ONLY)

POLE LIGHTS 'PK3' ARE EXISTING FIXTURES TO REMAIN.



D-Series Size 1 LED Wall Luminaire

d-series

Specifications Luminaire

Width: 13-3/4" (34.9 cm)
Depth: 10" (25.4 cm)
Height: 6-3/8" (16.2 cm)

Weight: 12 lbs (5.4 kg)

Back Box (BBW, ELCW)

Width: 13-3/4" (34.9 cm)
Depth: 4" (10.2 cm)
Height: 6-3/8" (16.2 cm)

BBW Weight: 5 lbs (2.3 kg)
ELCW Weight: 10 lbs (4.5 kg)

Introduction

The D-Series Wall Luminaire is a stylish, fully integrated LED solution for building-mount applications. It features a sleek, modern design and is carefully engineered to provide long-lasting, energy-efficient lighting with a variety of optical and control options for customized performance.

With an expected service life of over 20 years of nighttime use and up to 74% in energy savings over comparable 250W metal halide luminaires, the D-Series Wall is a reliable, low-maintenance lighting solution that produces sites that are exceptionally illuminated.

Ordering Information

EXAMPLE: DSW1 LED 20C 1000 40K T3M MVOLT DDBTXD

Series	LEDs	Drive Current	Color temperature	Distribution	Voltage	Mounting	Control Options
DSW1 LED	10C 10 LEDs (one engine)	350 350 mA	30K 3000 K	T2S Type II Short	120V	Shipped included (black) Surface mounting bracket	PE Photocell; DMG 0-10V dimming driver (no controls); PIR 180° motion/ambient light sensor, <15' mtg ht ¹ ; PIRH 180° motion/ambient light sensor, 15-30' mtg ht ¹ ; PIRHFCV Motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 15'; PIRHFCV Motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 15'; ELCW Emergency battery backup (includes external component enclosure) ¹
	20C 20 LEDs (two engines)	530 530 mA	40K 4000 K	T2M Type II Medium	120V	BBW Surface-mounted back box (for conduit entry) ¹	
	350 350 mA	50K 5000 K	T3S Type III Short	208V			
	700 700 mA	AMRPC Amber phosphor converted	T3M Type III Medium	240V			
				T4M Type IV Medium	277V		
				TTTM Forward Throw Medium	347V		
				ASYDF Asymmetric diffuse	480V		

Other Options:

Shipped installed	Shipped separately ¹	Finish
SF Single fuse (120, 277 or 347V) ¹	BSW Bird-deterrent spikes	DOBBD Dark bronze
DF Double fuse (208, 240 or 480V) ¹	WG Wire guard	DOBDD Black
HS House-side shield ¹	VG Vandal guard	DNAXD Natural aluminum
SPD Separate surge protection ¹	DDL Diffused drop lens	DNBXD White
		DSDD Sandstone
		DOBBD Textured dark bronze
		DNBXD Textured black
		DNBXD Textured natural aluminum
		DWHGD Textured white
		DSDDX Textured sandstone

Accessories

DSW1G House-side shield (one per light engine)
DSW1G1 Bird-deterrent spikes
DSW1G2 Wire guard accessory
DSW1G3 Vandal guard accessory

NOTES

- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). Specify 120, 208, 240, or 277 options only when ordering with fusing (SF, DF, option), or photocell (PE) option.
- Only available with 20C, 200mA or 1000mA. Not available with PIR or PIRH.
- Back box ships installed on fixture. Cannot be field-installed. Cannot be ordered as an accessory.
- Photocell (PE) requires 120, 208, 240, 277 or 347 voltage option. Not available with motion/ambient light sensors (PIR or PIRH).
- PIR and PIRHFCV specify the sensor beam (SBS) (S-CV) control. PIRH specify the sensor beam (SBS) (S-CV) control. See Motion Sensor Guide for details. Includes ambient light sensor. Not available with "PE" option (button type photocell). Dimming driver standard. Not available with 20 LED/1000 mA configuration (DSW1 LED 20C 1000).
- Cold weather (20C) rated. Not compatible with conduit entry applications. Not available with BBW mounting option. Not available with fusing. Not available with 24V or 480V voltage options. Emergency components located in back box housing. Emergency mode ES file located on product page at: www.lithonia.com
- Single fuse (SF) requires 120, 277 or 347 voltage option. Double fuse (DF) requires 208, 240 or 480 voltage option. Not available with ELCW.
- Also available as a separate accessory, see Accessories information.
- See the electrical section on page 3 for more details.

LITHONIA LIGHTING

One Lithonia Way • Cary, Georgia 30012 • Phone: 800.279.8041 • www.lithonia.com
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DSW1 LED	20C 20 LEDs (two engines)	530 530 mA	40K 4000 K	T2M Type II Medium	120V	BBW Surface-mounted back box (for conduit entry) ¹	
			50K 5000 K	T3S Type III Short	208V		
			AMRPC Amber phosphor converted	T3M Type III Medium	240V		
				T4M Type IV Medium	277V		
				TTTM Forward Throw Medium	347V		
				ASYDF Asymmetric diffuse	480V		

Other Options:

Shipped installed	Shipped separately ¹	Finish
SF Single fuse (120, 277 or 347V) ¹	BSW Bird-deterrent spikes	DOBBD Dark bronze
DF Double fuse (208, 240 or 480V) ¹	WG Wire guard	DOBDD Black
HS House-side shield ¹	VG Vandal guard	DNAXD Natural aluminum
SPD Separate surge protection ¹	DDL Diffused drop lens	DNBXD White
		DSDD Sandstone
		DOBBD Textured dark bronze
		DNBXD Textured black
		DNBXD Textured natural aluminum
		DWHGD Textured white
		DSDDX Textured sandstone

Accessories

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DSW1G1 Bird-deterrent spikes
DSW1G2 Wire guard accessory
DSW1G3 Vandal guard accessory

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- Only available with 20C, 200mA or 1000mA. Not available with PIR or PIRH.
- Back box ships installed on fixture. Cannot be field-installed. Cannot be ordered as an accessory.
- Photocell (PE) requires 120, 208, 240, 277 or 347 voltage option. Not available with motion/ambient light sensors (PIR or PIRH).
- PIR and PIRHFCV specify the sensor beam (SBS) (S-CV) control. PIRH specify the sensor beam (SBS) (S-CV) control. See Motion Sensor Guide for details. Includes ambient light sensor. Not available with "PE" option (button type photocell). Dimming driver standard. Not available with 20 LED/1000 mA configuration (DSW1 LED 20C 1000).
- Cold weather (20C) rated. Not compatible with conduit entry applications. Not available with BBW mounting option. Not available with fusing. Not available with 24V or 480V voltage options. Emergency components located in back box housing. Emergency mode ES file located on product page at: www.lithonia.com
- Single fuse (SF) requires 120, 277 or 347 voltage option. Double fuse (DF) requires 208, 240 or 480 voltage option. Not available with ELCW.
- Also available as a separate accessory, see Accessories information.
- See the electrical section on page 3 for more details.

LITHONIA LIGHTING

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Series	LEDs	Drive Current	Color temperature	Distribution	Voltage	Mounting	Control Options
DSW1 LED	10C 10 LEDs (one engine)	350 350 mA	30K 3000 K	T2S Type II Short	120V	Shipped included (black) Surface mounting bracket	PE Photocell; DMG 0-10V dimming driver (no controls); PIR 180° motion/ambient light sensor, <15' mtg ht ¹ ; PIRH 180° motion/ambient light sensor, 15-30' mtg ht ¹ ; PIRHFCV Motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 15'; PIRHFCV Motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 15'; ELCW Emergency battery backup (includes external component enclosure) ¹
DSW1 LED	20C 20 LEDs (two engines)	530 530 mA	40K 4000 K	T2M Type II Medium	120V	BBW Surface-mounted back box (for conduit entry) ¹	
			50K 5000 K	T3S Type III Short	208V		
			AMRPC Amber phosphor converted	T3M Type III Medium	240V		
				T4M Type IV Medium	277V		
				TTTM Forward Throw Medium	347V		
				ASYDF Asymmetric diffuse	480V		

Other Options:

Shipped installed	Shipped separately ¹	Finish
SF Single fuse (120, 277 or 347V) ¹	BSW Bird-deterrent spikes	DOBBD Dark bronze
DF Double fuse (208, 240 or 480V) ¹	WG Wire guard	DOBDD Black
HS House-side shield ¹	VG Vandal guard	DNAXD Natural aluminum
SPD Separate surge protection ¹	DDL Diffused drop lens	DNBXD White
		DSDD Sandstone
		DOBBD Textured dark bronze
		DNBXD Textured black
		DNBXD Textured natural aluminum
		DWHGD Textured white
		DSDDX Textured sandstone

Accessories

DSW1G House-side shield (one per light engine)
DSW1G1 Bird-deterrent spikes
DSW1G2 Wire guard accessory
DSW1G3 Vandal guard accessory

NOTES

- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). Specify 120, 208, 240, or 277 options only when ordering with fusing (SF, DF, option), or photocell (PE) option.
- Only available with 20C, 200mA or 1000mA. Not available with PIR or PIRH.
- Back box ships installed on fixture. Cannot be field-installed. Cannot be ordered as an accessory.
- Photocell (PE) requires 120, 208, 240, 277 or 347 voltage option. Not available with motion/ambient light sensors (PIR or PIRH).
- PIR and PIRHFCV specify the sensor beam (SBS) (S-CV) control. PIRH specify the sensor beam (SBS) (S-CV) control. See Motion Sensor Guide for details. Includes ambient light sensor. Not available with "PE" option (button type photocell). Dimming driver standard. Not available with 20 LED/1000 mA configuration (DSW1 LED 20C 1000).
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DSW1 LED	20C 20 LEDs (two engines)	530 530 mA	40K 4000 K	T2M Type II Medium	120V	BBW Surface-mounted back box (for conduit entry) ¹	
			50K 5000 K	T3S Type III Short	208V		
			AMRPC Amber phosphor converted	T3M Type III Medium	240V		
				T4M Type IV Medium	277V		
				TTTM Forward Throw Medium	347V		
				ASYDF Asymmetric diffuse	480V		

Other Options:

Shipped installed	Shipped separately ¹	Finish
SF Single fuse (120, 277 or 347V) ¹	BSW Bird-deterrent spikes	DOBBD Dark bronze
DF Double fuse (208, 240 or 480V) ¹	WG Wire guard	DOBDD Black
HS House-side shield ¹	VG Vandal guard	DNAXD Natural aluminum
SPD Separate surge protection ¹	DDL Diffused drop lens	DNBXD White
		DSDD Sandstone
		DOBBD Textured dark bronze
		DNBXD Textured black
		DNBXD Textured natural aluminum
		DWHGD Textured white
		DSDDX Textured sandstone

Accessories

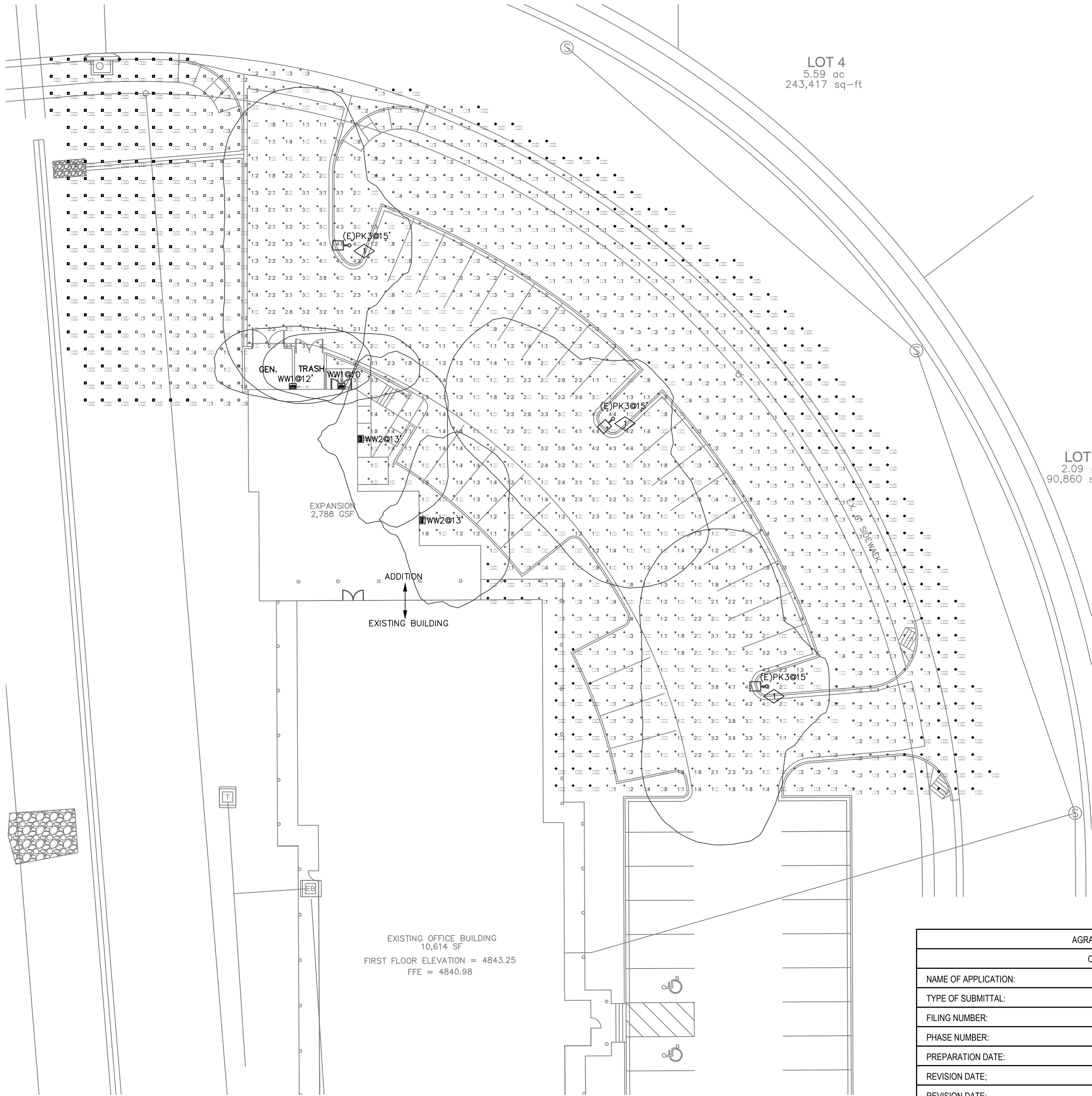
DSW1G House-side shield (one per light engine)
DSW1G1 Bird-deterrent spikes
DSW1G2 Wire guard accessory
DSW1G3 Vandal guard accessory

NOTES

- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). Specify 120, 208, 240, or 277 options only when ordering with fusing (SF, DF, option), or photocell (PE) option.
- Only available with 20C, 200mA or 1000mA. Not available with PIR or PIRH.
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SITE PHOTOMETRIC PLAN
SCALE: 1" = 20'

AGRA HOLDINGS, L.P.	
COVER SHEET	
NAME OF APPLICATION:	AGRA HOLDINGS, L.P. BUILDING EXPANSION
TYPE OF SUBMITTAL:	FDP - AMMENDMENT
FILING NUMBER:	N/A
PHASE NUMBER:	N/A
PREPARATION DATE:	SEPTEMBER 03, 2019
REVISION DATE:	NOVEMBER 08, 2019
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
SHEET 9 OF 9	

Delaney's
Electric, Inc.
Phone (770) 824-2725 • Fax (770) 824-2750 • www.delaney-electric.com

SEPTEMBER 05, 2019
PHOTOMETRIC SHEET
SHEET 9 OF 9
AGRA HOLDINGS, LLC.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.b.

Public Hearing

Meeting Date: December 11, 2019

Initiated By: Millissa Berry

Dept: Planning & Development

AGENDA TITLE

Ordinance 961: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTION 16-12-8.C OF THE TOWN OF FIRESTONE DEVELOPMENT REGULATIONS PERTAINING TO ARTIFICIAL TURF LANDSCAPING OF SINGLE-FAMILY RESIDENTIAL LOTS

SUMMARY

This staff report provides details in regard to an amendment to Section 16.12.8.C of the Town of Firestone Development Regulations pertaining to landscaping of single-family residential lots. The amendment would require any person seeking to install artificial turf to obtain a permit from the Town prior to the installation of the material.

The proposed language is as follows:

Section 16.12.8.C.8. Permit. Any person seeking to install artificial turf must first apply for and obtain a permit from the Town, and no fee shall be required to issue a permit under this section.

Ordinance 961 (current ordinance under consideration), the proposed permit application form, and Ordinance 958 adopted on September 25, 2019, are included in the packet materials.

HISTORY AND PREVIOUS BOARD ACTION

At its September 25, 2019 regular meeting, the Town Board reviewed Ordinance 958, an ordinance amending the Town's Development Regulations and the Municipal Code in regard to landscaping of single-family residential lots. The ordinance addressed a number of aspects including removing the requirement for bluegrass sod, remedying conflicts between the development regulations and the municipal code, and adding limited use of artificial turf as a landscape material.

At its November 7, 2019 regular meeting, the Planning Commission approved Resolution PC-19-16, a resolution recommending approval of Ordinance 961 to the Town Board of Trustees.

RECOMMENDATION

Staff recommends that the Board of Trustees approve Ordinance 961.

ALTERNATIVES

n/a

ATTACHMENTS

1. 7b Ordinance 961 - Amendment to Art Turf Regs - FINAL
2. 7b Artificial Turf Permit Application DRAFT - FINAL
3. 7b Ord 958 FMC Amend Sec 16.12.8 Landscaping Single Family Resi
4. 7b Dev Regs-PH Aff 111319

FINANCIAL CONSIDERATIONS

n/a

ORDINANCE NO. 961

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTION 16.12.8.C OF THE TOWN OF FIRESTONE DEVELOPMENT REGULATIONS PERTAINING TO ARTIFICIAL TURF LANDSCAPING OF SINGLE-FAMILY RESIDENTIAL LOTS

WHEREAS, on September 25, 2019, the Town Board of Trustees, by Ordinance No. 958, enacted new standards relating to the location, materials, appearance, installation and maintenance of artificial turf areas on single-family residential lots; and

WHEREAS, the Town Board of Trustees finds and determines that amending the new standards relating to artificial turf to include a permit component is necessary for property owners to be aware of the artificial turf standards before installing artificial turf, and to ensure that individual use of artificial turf complies with Town of Firestone Development Regulations; and

WHEREAS, the Town Board of Trustees finds that the proposed amendment is 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:

Section 1. Section 16.12.8.C, Single Family Residential Landscape Standards, of the Firestone Development Regulations is hereby amended by the addition of a new subsection (8), to read as follows:

8. Permit. Any person seeking to install artificial turf must first apply for and obtain a permit from the Town. All permit applications shall be submitted on a form supplied by the Town, and no fee shall be required to issue a permit under this section.

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

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

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN
FULL this __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



ARTIFICIAL TURF PERMIT APPLICATION

Pursuant to Section 6.12.8 of the Firestone Development Regulations, artificial turf is an allowed landscaping material in side and rear yards of single family residential lots per meeting the requirements of the Firestone Development Regulations. Section 16.12.8 of the Firestone Development Regulations requires property owners of single-family residential lots to obtain a permit from the Town of Firestone prior to installing artificial turf.

Artificial turf is defined as 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.

16.12.8.C Regulations for Artificial Turf

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.
8. Permit
- Any person seeking to install artificial turf must first apply for and obtain a permit from the Town. All permit applications shall be submitted on a form supplied by the Town, and no fee shall be required to issue a permit under this section.

Many homeowners association bylaws do not allow artificial turf. Applicants should check their homeowners association (HOA) bylaws to confirm that the use of artificial turf is permitted prior to filling out a Town permit application. It is the applicant's responsibility to obtain permissions from an HOA.

Applicant Information

Name: _____

Subdivision: _____ Lot: _____ Block: _____

Address: _____

Mailing address: _____

Phone: _____

Email: _____

Applicant Certification

I hereby certify that I am the property owner of the single-family residential lot on which I plan to install artificial turf. In signing this permit application, I acknowledge and agree that the application is subject to all the terms and conditions for the use and installation of artificial turf found in Chapter 6.12.8 of the Town of Firestone Development Regulations. I understand that any false statements may result in denial or revocation of this permit. I further acknowledge that I have read the applicable regulations included in this permit application and those set forth in Chapter 6.12.8 of the Firestone Development Regulations and agree to fully comply with such regulations and any terms and conditions imposed by the decision making body as they relate to the use and installation of artificial turf. I understand that the Town has the right to inspections during and after installation of artificial turf.

Applicant Signature: _____ Date: _____

TOWN OF FIRESTONE USE ONLY

Permit Number: _____

Approval Signature: _____ Date: _____

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 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,~~ 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~~ 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~~ 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 25th day of September, 2019

TOWN OF FIRESTONE, COLORADO



Bobbi Sindelar
Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall
Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi
William P. Hayashi, Town Attorney

**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, November 7, 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, November 13, 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

Published: Longmont Times Call October 22, 2019 - 1648738

Prairie Mountain Media, LLC

PUBLISHER'S AFFIDAVIT

**County of Boulder
State of Colorado**

The undersigned, JD Geddes, being first duly sworn under oath, states and affirms as follows:

1. He/she is the legal Advertising Reviewer of Prairie Mountain Media LLC, publisher of the *Longmont Times Call*.
2. The *Longmont Times Call* is a newspaper of general circulation that has been published continuously and without interruption for at least fifty-two weeks in Boulder County and meets the legal requisites for a legal newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto is a true copy, published in the *Longmont Times Call* in Boulder County on the following date(s):

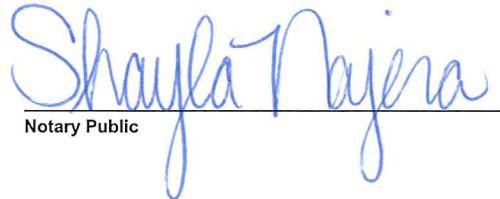
Oct 22, 2019



Signature

Subscribed and sworn to me before me this

22nd day of October, 2019.



Notary Public

(SEAL)

**SHAYLA NAJERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174031965
MY COMMISSION EXPIRES JULY 31, 2021**

Account: 1051150
Ad Number: 1648738
Fee: \$33.93

RESOLUTION NO. 19-107

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, FOR SUPPLEMENTAL BUDGET AND APPROPRIATIONS FOR THE 2019 BUDGET YEAR.

WHEREAS, the Board of Trustees has adopted the annual budget in accordance with the Local Government Budget Law, on December 12, 2018; and

WHEREAS, based on the foregoing, a need exists to allocate funds from the 2019 interest revenue received for the UMB Bank administrative fees on the 2018 Certificate of Participation (COP).

WHEREAS, the amended 2019 budget, as revised by this Resolution, remains in balance as required by law: and

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

Section 1. That the 2019 appropriation for the 0.6% Sales Tax Improvement Fund is hereby increased for Administrative Fees from \$15,000 to \$20,000 for a total increase to the 2019 adopted budget in the amount of \$5,000.

INTRODUCED, READ, and ADOPTED this ____ day of December, 2019.

TOWN OF FIRESTONE

Bobbie Sindelar, Mayor

Attest:

Lisa Bartley, Acting Town Clerk

RESOLUTION NO. 19-103

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, LEVYING GENERAL PROPERTY TAXES FOR THE 2019 TAX YEAR, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF FIRESTONE, COLORADO FOR THE 2020 BUDGET YEAR.

WHEREAS, the Board of Trustees of the Town of Firestone on December 11, 2019 adopted the annual budget for the 2020 budget year in accordance with the Local Government Budget Law; and

WHEREAS, a general property tax mill levy is necessary to defray the general expenses of Town government for the 2020 budget year; and

WHEREAS, the 2019 valuation for assessment for the Town of Firestone as certified by the County Assessor is \$250,600,402; and

WHEREAS, the Town is exempt from the statutory property tax revenue limitation (5.5% limit) due to voter approval of Ballot Issue A at the April 2, 1996 regular municipal election; and

WHEREAS, the Town is exempt from the fiscal year spending limitation imposed by Article X, Section 20 to the Colorado Constitution, due to voter approval of Ballot Issue A at the April 2, 1996, regular municipal election; and

WHEREAS, the Board of Trustees must certify the mill levies for the 2020 budget year by December 15, 2019, and by this Resolution desires to so certify its general mill levy.

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

Section 1. That for the purpose of meeting all general operating expenses of the Town of Firestone during the 2020 budget year, there is hereby levied a tax of 6.805 mills upon each dollar of the total valuation for assessment of all taxable property within the Town for the year 2019.

Section 2. That the Town Director of Finance is hereby authorized and directed to immediately certify to the County Commissioners of Weld County, Colorado, the mill levy for the Town of Firestone as herein above determined and set.

INTRODUCED, READ, and ADOPTED this 11th day of December, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbie Sindelar, Mayor

Attest:

Lisa Bartley, Acting Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.c.

Discussion/Action

Meeting Date: December 11, 2019

Initiated By:

Dept: Human Resources

AGENDA TITLE

Resolution 19-110: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND SEACHANGE FOR PRINTING & MAILING SERVICES FOR THE APRIL 2020 MUNICIPAL ELECTION

SUMMARY

Consideration of engaging Seachange for printing and mailing services for the April 2020 Municipal Election.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Staff recommends the approval of the contract authorizing Town staff to execute the agreement and expend budgeted funds.

ALTERNATIVES

ATTACHMENTS

1. 8.c. Reso 19-110 SeaChange (Elections)
2. Ballot Management Services Standard Agreement_FirestoneCO - 12.02.2019 (002)

FINANCIAL CONSIDERATIONS

RESOLUTION 19-110

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AGREEMENT WITH
SEACHANGE WHOSE FIRM SPECIALIZES IN MUNICIPAL
ELECTION PRINTING & MAILING SERVICES**

WHEREAS, the Town of Firestone is in need of printing and mailing services for the 2020 Municipal Election.

WHEREAS, SeaChange has the professional skill and experience to provide printing and mailing services to the Town of Firestone to satisfy the needs of this service for the 2020 Municipal Election and

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

The Agreement between the Town of Firestone and SeaChange for printing and mailing services for the 2020 Municipal Election is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 11th day of December, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Lisa Bartley, Acting Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**SEACHANGE PRINTING AND MARKETING SERVICES, LLC
BALLOT MANAGEMENT SERVICES
BALLOT PRINTING, ABSENTEE/VOTE BY MAIL SERVICES AGREEMENT
2020 Municipal Election Printing & Mailing Services**

This Agreement is made as of the date it is executed by the last of the parties named below (the "Effective Date"),

BETWEEN: SeaChange Printing and Marketing Services, LLC ("SeaChange");

AND: Town of Firestone, CO ("Customer").

RECITALS:

A. SeaChange is a provider of ballot printing, mailing and related services to government and other entities and Customer has agreed to engage the services of SeaChange for the purpose of SeaChange providing its ballot printing and/or Absentee/Vote by Mail processing mailing and related services to the Customer in the Town of Fireside, Colorado (the "Jurisdiction"). The terms and conditions under which such services shall be provided are set forth in the **GENERAL TERMS** attached hereto.

B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):

☒ X Exhibit A (Absentee/Vote by Mail Services Pricing Summary)

☒ X Exhibit B (SeaChange Absentee Ballot Processing and Mailing Services)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

- Agrees to the **GENERAL TERMS** and the terms and conditions set forth in each Exhibit attached hereto and incorporated herein.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, without regard to conflicts of law principles that would require the application of the laws of any other state.
- Represents and warrants to the other party that as of the date of its signature below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

SeaChange Printing & Marketing Services, LLC
14505 27th Avenue N
Plymouth, Minnesota 55447
Fax No.: (763) 586-3736

Town of Firestone
151 Grant Avenue
PO Box 100
Firestone, CO 80520
Fax No.:

Signature

Wendi Breuer
Name (Printed or Typed)

President/CEO
Title

Date

Signature

Name (Printed or Typed)

Title

Date

GENERAL TERMS ARTICLE 1

BALLOTMANAGEMENT SERVICES AND ASSOCIATED FEES

1.1 **Ballot Printing and Absentee/Vote by Mail Services.** Subject to the terms and conditions of this Agreement, SeaChange shall provide the Customer with the selected ballot printing and absentee/vote by mail services ("Ballot Services") for all Customer elections occurring during the Term of the Agreement. The specific Services provided by SeaChange and each party's obligations with respect to such services are set forth in the attached exhibits.

1.2 **Ballot Printing and Absentee/Vote by Mail Services Fees.** In consideration for SeaChange providing the selected Ballot Services, Customer shall pay SeaChange the fees set forth in Exhibits A-B for each election in which SeaChange provides the Ballot Services during the Term of the Agreement. SeaChange reserves the right to adjust the Ballot Mailing Services Fees annually during the term of the Agreement in the event SeaChange experiences unforeseen increases in the cost of ballot paper, envelopes and/or ballot printer consumables. SeaChange shall notify Customer, in writing, of such price increase by providing Customer with ninety (90) days advanced written notice.

1.3 **Standards.** SeaChange shall perform the Ballot Services in a prompt, efficient and worker like manner, according to industry standards and the timelines agreed upon between SeaChange and the Customer. The Customer acknowledges and agrees that the performances by SeaChange of the Ballot Services are contingent upon the Customer providing SeaChange with accurate and timely information. The Customer further acknowledges and agrees that SeaChange shall not be liable for any delays or inaccuracies which are directly or indirectly related to the acts, errors or omissions by the Customer. Each party shall comply with all applicable federal and state laws, regulations, rules and ordinances in performing their respective obligations hereunder.

1.4 **Disclaimer of Warranties.** SeaChange EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 2 MICELLANEOUS

2.1 **Term; Termination.** This Agreement shall be effective for a two (2) year period beginning on the Effective Date (the "Initial Term"). The Initial Term shall automatically renew for an unlimited number of successive one year period unless otherwise agreed to, in writing, by the parties (each a "Renewal Period"). The Initial Term and all Renewal Periods shall be collectively referred to herein as the "Term". The Term shall continue until this Agreement is terminated by the first to occur of the following (i) either party's election to terminate it upon the expiration of the Initial Term or any Renewal Period thereof, written notice of such election shall be given to the other party at least sixty (60) calendar days prior to the expiration of the Initial Term or any Renewal Period; (ii) the date which is thirty (30) days after either party notifies the other that it has materially breached this Agreement, if the breaching party fails to cure such breach (except a breach as provided in (iii) below which will require no notice); (iii) Customer's failure to make any payment due hereunder within thirty (30) days after it is due or (iv) in the event that funds are not appropriated or otherwise made available to support the continuation of performance by Customer hereunder in any fiscal period; provided that this subsection 2.1(iv) shall not be construed so as to permit Customer to terminate this Agreement in order to acquire Ballot Services from a third party. In the event of early termination by SeaChange due to (a) a breach of this Agreement by Customer, (b) Customer's failure to pay any amounts owed under this Agreement or (c) the failure of Customer to appropriate funds to make the payments due under this Agreement, Customer shall pay SeaChange for all services performed and fees earned up through the date of termination.

2.2 **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. SeaChange' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount actually paid to SeaChange hereunder. Any action by Customer against SeaChange must be commenced within one (1) year after the cause of action has accrued. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the SeaChange Ballot Services to achieve Customer's intended results; (b) the selection of, use of and results obtained from any equipment, software or services not provided by SeaChange; or (c) Customer errors, included errors in Customer data provided to SeaChange, user errors, voter errors or problems encountered by any individual in the election process that are not otherwise a result of the failure of SeaChange to perform its obligations under this Agreement.

2.3 **Taxes; Interest.** Customer shall provide SeaChange with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse SeaChange for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement; provided, however, Customer shall in no event be liable for taxes imposed on or measured by SeaChange' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 2.3, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment not paid by Customer to SeaChange when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

2.4 **Indemnification.** To the fullest extent permitted under applicable law, Customer shall indemnify and hold harmless SeaChange from and against any and all claims, damages, amounts paid in settlement and reasonable fees and costs (including reasonable attorneys' fees) (collectively "Adverse Consequences") arising out of or relating to the following:

a. Any claim that any of the SeaChange equipment or SeaChange software infringes upon any third party's copyright, trademark or patent existing as of the date hereof (a "Third Party Infringement Claim") resulting from (i) Customer's failure to timely or properly install and use any update provided to it by SeaChange; (ii) the use of any SeaChange equipment or SeaChange software in combination with other equipment, hardware or software not meeting SeaChange' specifications for use with such SeaChange equipment or SeaChange software; or (iii) Customer's modification or alteration of any item of SeaChange equipment or SeaChange software without the prior written consent of SeaChange;

b. Any claims by third parties arising out of or relating to the use or misuse by Customer, its employees and any other persons under its authority or control ("Customer's Representatives") of any third party items; and

c. Personal injury (including death) or property damage that is caused by any negligent or willful act, error or omission of one or more of Customer's Representatives.

SeaChange shall notify Customer immediately if it becomes aware of any claim for which it may be entitled to indemnification under this Section 2.4, and hereby gives Customer full and complete authority, and shall provide such information and assistance as is necessary (at Customer's expense with respect to reasonable out-of-pocket costs), to enable Customer to defend, compromise or settle any such claim.

2.5 **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. SeaChange agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

2.6 **Assignment.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of SeaChange to a successor who has asserted its intent to continue the business of SeaChange, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. SeaChange may assign its right to receive payments under this Agreement to such third party(ies) as SeaChange may desire without the prior consent of Customer, provided that SeaChange provides written notice (including evidence of such assignment) to Customer thirty (30) days in advance of any payment(s) so assigned.

2.7 **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. SeaChange is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. SeaChange may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of section 1.4 and sections 2.2-2.9 of these General Terms shall survive the termination of this Agreement, to the extent applicable.

2.8 **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

2.9 **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to SeaChange, (2) the amount due SeaChange for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to SeaChange when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or SeaChange of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to SeaChange is past due more than thirty (30) days, SeaChange may suspend performance under this Agreement until such amount is paid. If Customer's payment is past due for more than sixty (60) days and is undisputed, SeaChange may declare the total amount remaining due under this Agreement to be immediately due and payable.

EXHIBIT A

ABSENTEE/VOTE BY MAIL MAILING SERVICES PRICING SUMMARY

Fees:		
Description	Refer to	Fee
"Per Packet" Mailing fee / ballot processed - Processing of 1 page ballot, black and white, up to 18 inches in length - Outgoing envelope - Return/Carrier envelope - Secrecy Sleeve (if requested) - One insert (B&W) - Any additional inserts or use of color are subject to additional fees.	<u>Exhibit B</u>	Domestic Mailing \$1.80 per ballot packet processed
	<u>Exhibit B</u>	UOCAVA Mailing Out of Scope of the contract
"Unaddressed VBM Packet" fee / packet processed - An assembled packet without addressing on the outgoing envelope. Packets are boxed & shipped to the Customer. Shipping fees are charged to Customer - Processing of 1 page ballot, black and white, up to 18 inches in length - Outgoing envelope - Return/Carrier envelope - Secrecy envelope - Up to 2 inserts (B&W) - Any additional inserts or use of color are subject to additional fees.	<u>Exhibit B</u>	\$1.20 per each additional unaddressed packed (printed, folded, and inserted) + Shipping Fees
"Additional Ballots" , includes printing, folding if requested.	<u>Exhibit B</u>	\$0.36 per ballot, plus delivery
"Additional Envelopes" (black and white only)	<u>Exhibit B</u>	\$0.18 per ballot, plus delivery
"Additional Inserts B&W" , i.e. instruction sheets folded and inserted	<u>Exhibit B</u>	\$0.15 per 8 ½ X 11" sheet
"Additional Inserts Color" , i.e. instruction sheets folded and inserted (2 color)	<u>Exhibit B</u>	\$0.15 per 8 ½ X 11" sheet
A \$1350.00 "Election Setup Fee" if less than 2,000 ballot packets are mailed over the course of a single election cycle, we have an additional "Minimum Drop" charge of \$1350.00.		
A \$250.00 "Artwork / Ballot Revision Fee" will be charged for changes to previously approved mail packet artwork or ballot PDF's. - Changes or edits after initial setup will be charged the above rate per material type being altered (i.e. ballot, envelopes, secrecy sleeves or inserts). - No charge for statutory required envelope changes unless the change occurs on or following the 70 days before the Election Date (a.k.a "E minus 70").		
"Shipping Fees" Fees associated with the transportation of mail packets to facility other than the SeaChange default postal insertion drop point, per selection by the Customer.		Shipping fee to be charged based on shipping rate from courier service.
**Artwork Revision Fee applies to additional mailing services when mailer requires any changes to mailing layout.		

<u>Terms & Conditions:</u>
Note 1: A total of 5 components can be inserted per packet. Any materials requiring color will need to be quoted.
Note 2: If an election date or expiration date is used on envelopes, secrecy sleeves, or inserts, Customer is responsible for placing an order for a set amount and will purchase unused envelopes or inserts.
Note 3: Except as specifically set forth on <u>Exhibit B</u> , any applicable state and local taxes are not included, and are the responsibility of Customer. See Section 2.3. Premium or rush transportation services incurred in connection with the Ballot Processing Services are additive and will be billed as incurred.
Note 4: Except as specifically set forth in <u>Exhibits B</u> , any applicable state and local taxes are not included, and are the responsibility of Customer. See Section 2.3. Premium or rush transportation services incurred in connection with the Ballot Processing Services are additive and will be billed as incurred.
Note 5: <u>Invoicing and Payment Terms are as Follows:</u> 100% of Order Total due Thirty (30) Calendar Days after Receipt of Corresponding SeaChange Invoice. For VBM services, postage will be billed at the end of the election and will be a separate line item on the invoice.

EXHIBIT B

Absentee/Vote by Mail Processing and Mailing Services

The Absentee/Vote by Mail Processing Services to be provided by SeaChange during the Term are described below. Customer acknowledges that SeaChange's fees for support services are based on the descriptions listed below, and that a change in the descriptions may require SeaChange to change the fees charged to Customer.

Absentee/Vote by Mail Services

SeaChange will provide the following services and functions related to the printing and mailing of absentee ballots:

Mail File Preparation

- Customer will provide SeaChange the Domestic absentee voter data file for mailing. Please note that UOCAVA files are not within the scope of the mailing service.
- SeaChange will process absentee request file through CASS certified software in order to obtain valid Delivery Point Barcode data.
- SeaChange will use DPBC data to create an Intelligent Mail Barcode in order to facilitate postal discounts and tracking of ballots during USPS transit
- All files provided to SeaChange will be uploaded through the SeaChange secure FTP (SFTP) website.

Ballot File Preparation

- Customer will provide SeaChange a PDF file containing each ballot style to be used in an election. This will be the same PDF used for Election Day and Ballot On Demand ballots. One PDF will suffice for all ballot services.
- Customer will provide SeaChange with a relationship table that identifies all active ballot styles for each election and the ballot PDF that corresponds with that style.
- SeaChange will crop and electronically prepare ballots for printing.
- SeaChange will produce an electronic relational proof of each ballot style for purposes of customer proofing and verification. No ballots will be mailed until said relational proof has been verified and approved by Customer. SeaChange can provide L&A test decks at the prices set forth on Exhibit A.

Mail Processing

- SeaChange will provide the outside mailing envelope, certificate envelope, outside certificate return envelope, and secrecy sleeve.
- SeaChange will print a ballot(s) for each voter in the absentee request file that corresponds to that voter's ballot style in the relational table.
- SeaChange will insert certificate envelope, outside certificate return envelope, secrecy sleeve, and ballot(s) into mailing envelope.
- SeaChange will print the outbound voter's address onto the mailing envelope along with the intelligent mail barcode for tracking purposes.
- SeaChange will print voter's return information, including voter unique barcode, onto the certificate envelope.
- SeaChange will measure the thickness of each mail piece to verify the accuracy of contents in each envelope.

- SeaChange will scan and capture an image of each outbound mail envelope to verify completion of each ballot package.

Postal Processing

- SeaChange will process and prepare all outbound mail pieces for submission to the USPS at the lowest appropriate automation rate.
- Mail volumes of greater than 200 pieces of CASS certified, non forwarded pieces will be sorted and submitted at the qualifying Non Profit, Standard Class rate
- Mail volumes of less than 200 pieces of mail will be submitted at the appropriate 1st class mail rate.
- Regular Outgoing Domestic Envelopes will carry the endorsement of “Return Service Requested”. These envelopes will be returned to the Customer with forwarded address information attached. The USPS will charge first class postage for these pieces.
- Undeliverable mail pieces will be returned to the Customer with the reason for non-delivery. The USPS will charge first class postage for these pieces.
- Outgoing envelopes will carry a “ghost permit” identifier which bears the Integrity Mail indicia.
- SeaChange will produce all necessary postal documentation for mail submission and tracking.
- Mail pieces will be dropped at a bulk mail acceptance unit as agreed upon with Customer.

Postage and Postal Permitting

- Customer must request and obtain a nonprofit permit (PS Form 3624) through the USPS.
- Customer must obtain permit imprint account number and request a ghost permit to allow SeaChange to mail their nonprofit pieces.
- Customer will be invoiced for postage funds immediately after the election.

Service Level Standards

SeaChange agrees to complete ballot printing and mail processing for customer submitted files, as follows:

- Initial Run for CivDom – Complete all processes and deliver mail to the USPS within seven (7) business days after receipt of Voter Registration (“VR”) request file.
- Initial Run for MilDom, ContMil, CivOS, and MilOS – Complete all processes and deliver mail to the USPS within three (3) business days after receipt of VR request file.
- Daily Run- Complete all processes and deliver mail to the USPS the following business day after receipt of VR request file. The VR request file is to be sent to SeaChange by no later than 5:00 PM EST on a date to be designated by SeaChange.

Mail Ballot Tracking and Reporting

SeaChange will provide a license its BalloTracker system to Customer as a means to monitor and track the status of mail ballots.

- Customer will be responsible for providing network connectivity if access to BalloTracker data is desired from network workstations.
- Use of the BalloTracker is an extension of SeaChange’ mailing service, and any software installed is made available and licensed for this use only.

Packet Tracking Functionality

SeaChange will provide access to the following mailing processing information for any individual voter whose request has been received in an absentee request file:

- Date and Time VR Request file was received.
- Date and Time Ballot was Printed.
- Description of ballot, including ballot style, number of pages and access to image of ballot PDF for that style.
- Date and Time Ballot Package was mailed.
- Description of ballot package, including thickness of mail piece, verification of ballot style inserted into envelope and image of outbound envelope processed.
- Confirm Tracking data regarding delivery status and details of mail piece delivery during USPS transit.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.d.

Discussion/Action

Meeting Date: December 11, 2019

Initiated By:

Dept: Human Resources

AGENDA TITLE

Resolution 19-111: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ES&S FOR ELECTION SYSTEMS & SOFTWARE SUPPORT THE APRIL 2020 MUNICIPAL ELECTION

SUMMARY

Consideration of engaging ES&S for election systems and software support for the April 2020 Municipal Election.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Staff recommends the approval of the contract authorizing Town staff to execute the agreement and expend budgeted funds.

ALTERNATIVES

ATTACHMENTS

1. ES&S.Town of Firestone CO.onsite support 12.3.19 (002)
2. 8.d. Reso 19-111 ES&S (Elections)
3. Town of Firestone ESS Contract Agreement 2020 ESS Edits 12.06.19 II

FINANCIAL CONSIDERATIONS



Town of Firestone
Rental Proposal Quote
Submitted by Election Systems & Software

Rental Solution Includes:

<u>Quantity</u>	<u>Item Description</u>	<u>Price</u>
Tabulation Hardware:		
Model DS200 Precinct Scanner:		
2	Model DS200 (Includes Scanner, Plastic Ballot Box with Steel Door and e-Bin, Paper Roll and Standard 4GB Memory Device)	\$1,730.00
2	Paper Roll (Additional)	\$3.50
1	Standard 4GB Memory Device (Additional)	\$15.00
Services:		
Implementation Services:		
1	Project Management	\$1,700.00
1	First Election On-Site Support (One Event includes a person on-site the day before, day of, and day after election)	\$4,675.00
1	Ballot Layout	\$1,000.00
1	Coding	\$500.00
2	Installation - DS200	\$230.00
Shipping & Other:		
2	Shipping - (M100/DS200 Based on Non-Truckload Quantities)	\$460.00
Total Rental Solution		<u><u>\$10,313.50</u></u>

Footnotes:

- Pricing reflects Per Election rental rates utilizing rental pool equipment. Rental equipment is subject to availability at time of requested delivery.
- This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
- Rates valid for 30 days and thereafter may change.
- Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
- The quantity of service days reflects a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.
- A Rental Cancellation Fee of 10% of the Total Rental Solution Fee shall apply in the event the Customer does not provide written notification to ES&S of its intent to cancel an Election at least forty-five (45) days prior to a scheduled Election covered under an Agreement between ES&S and the Customer.

RESOLUTION 19-111

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AGREEMENT WITH
ELECTION SYSTEMS & SOFTWARE (ES&S) WHOSE FIRM
SPECIALIZES IN MUNICIPAL ELECTION SYSTEMS SOFTWARE &
SUPPORT SERVICES**

WHEREAS, the Town of Firestone is in need of an election system, software and support services for the 2020 Municipal Election.

WHEREAS, Election Systems & Software (ES&S) has the professional skill and experience to provide printing and mailing services to the Town of Firestone to satisfy the needs of this service for the 2020 Municipal Election and

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

The Agreement between the Town of Firestone and Election Systems & Support (ES&S) for election system, software and support services for the 2020 Municipal Election is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 11th day of December, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Lisa Bartley, Acting Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this 11th day of, December 2019 (the "Effective Date"), by and between the Town of Firestone, a Colorado municipal corporation with an address of 151 Grant Avenue, P.O. Box 100, Firestone, Colorado 80520 (the "Town"), and Election Systems & Software (ES&S) an independent contractor with a principal place of business at, 11128 John Galt Boulevard, Omaha NE 68137 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as: **2020 Election Systems & Software (ES&S) Support Services**. The parties acknowledge and agree that the performance of the **2020 Election Systems & Software (ES&S) Support Services** shall be subject to the terms and conditions set forth herein as well as the Special Terms and Conditions set forth in Exhibit B, attached hereto and incorporated herein by this reference and known as: **Special Terms and Conditions**.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein. The period during which the services shall be provided by Contractor is from April 1, 2020 through May 31, 2020 ("Rental Term").

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement and fails to cure such breach after receipt of written notice from the Town and a reasonable period of time in which to cure such breach which shall in no event be less than fifteen (15) days, the Town shall have any remedy or right of set-off available at law and equity. No later than ten (10) calendar

days following the termination of the Rental Term or the Agreement, Town shall release the Contractor Equipment and Contractor Software to Contractor at its own expense and in the same operation, order, repair, condition and appearance as when received, subject to normal wear and tear. In the event the Town fails to release the Contractor Equipment and Contractor Software to Contractor no later than ten (10) calendar days following the termination or expiration of the Rental Term or Agreement, Town shall pay to Contractor a late return charge in the amount of \$500.00 per calendar day until the Contractor Equipment and Contractor Software is returned to Contractor in accordance herewith

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$10,313.50 for the Town's April 2020 election. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

Contractor owns the Contractor Software, all Documentation and training materials provided by Contractor, the design and configuration of the Contractor Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the Contractor Equipment. Town has the right to use the aforementioned items to the extent specified in this Agreement. Contractor also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of Contractor that are protected by law and are of substantial value to Contractor. Town shall keep the Contractor Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the Contractor Equipment, the Contractor Software, the Documentation, training materials

and ballots that are provided, and all permitted copies of the foregoing. Notwithstanding the foregoing, the Town shall own all materials and information provided by the Town..

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability,

damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract

with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary

limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Limitation Of Liability. Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. Contractor's total liability to Town arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to Contractor hereunder. By entering into this Agreement, Town agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by Contractor and used with the Contractor Equipment or Contractor Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of Contractor to perform.

M. Disputes.

1. Payment of Undisputed Amounts. In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to Contractor, (2) the amount due Contractor for any product or service, or (3) the due date of any payment, Town shall nevertheless pay to Contractor **when due all undisputed amounts. Such payment shall not constitute a waiver by** Town or Contractor of any of its rights and remedies against the other party.

2. Remedies for Past Due Undisputed Payments. If any undisputed payment to Contractor is past due more than 30 days, Contractor may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Town to Contractor when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

Mayor, Bobbi Sindelar

ATTEST:

Lisa Bartley, Acting Town Clerk

ELECTION SYSTEMS & SOFTWARE

By: _____

Title: _____

NO EMPLOYEE AFFIDAVIT

To be completed only if Contractor has no employees

1. Check and complete one:

☐ I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Firestone (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program

I, _____, as a public contractor under contract with the Town of Firestone (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

Signature

Date

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2019, by _____ as _____ of _____.

My commission expires:

(SEAL)

Notary Public

EXHIBIT A
SCOPE OF SERVICES

Rental Solution Includes:

<u>Quantity</u>	<u>Item Description</u>	<u>Price</u>
Tabulation Hardware:		
Model DS200 Precinct Scanner:		
2	Model DS200 (Includes Scanner, Plastic Ballot Box with Steel Door and e-Bin, Paper Roll and Standard 4GB Memory Device)	\$1,730.00
2	Paper Roll (Additional)	\$3.50
1	Standard 4GB Memory Device (Additional)	\$15.00
Services:		
Implementation Services:		
1	Project Management	\$1,700.00
1	First Election On-Site Support (One Event includes a person on-site the day before, day of, and day after election)	\$4,675.00
1	Ballot Layout	\$1,000.00
1	Coding	\$500.00
2	Installation - DS200	\$230.00
Shipping & Other:		
2	Shipping - (M100/DS200 Based on Non-Truckload Quantities)	\$460.00
Total Rental Solution		\$10,313.50

EXHIBIT B

SPECIAL TERMS AND CONDITIONS

1. **Rental/License Terms.** Subject to the terms and conditions of this Agreement, Contractor agrees to rent and/or license, and Town agrees to rent and/or license, the Contractor Equipment, Contractor Software and Contractor Firmware described on the front side of this Agreement during the Rental Term. The Contractor Firmware and Contractor Software are collectively referred to hereinafter as the "Contractor Software." The rental payment terms for the Contractor Equipment and Contractor Software are set forth on Exhibit A. Title to the Contractor Equipment and Contractor Software shall, at all times, remain with Contractor. The consideration for Contractor's grant of the license during the Rental Term for the Contractor Firmware is included in the cost of the Contractor Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, Contractor hereby grants to Town nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the Contractor Software and related Documentation in the Jurisdiction during the Rental Term. The licenses allow such bona fide employees to use and copy the Contractor Software (in object code only) and the Documentation, in the course of operating the Contractor Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction during the Rental Term.

3. **Prohibited Uses.** Town shall not take any of the following actions with respect to the Contractor Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the Contractor Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the Contractor Software or Documentation, in whole or in part, to or by any third party without Contractor's prior written consent; or

c. Cause or permit any change to be made to the Contractor Software without Contractor's prior written consent; or

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the Contractor Software (except finished ballots by ballot printers selected by Town) in which Contractor owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

4. **Term of Licenses.** The licenses granted in Section 2 shall commence upon the delivery of the Contractor Software described in Section 2 and shall continue during the Rental Term. Contractor may terminate either license if Town fails to pay the rental fees when due, or breaches Sections 2 or 3 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for Contractor Software or upon the expiration of the Rental Term, Town shall immediately return such Contractor Software and the related Documentation (including any and all

copies thereof) to Contractor, or (if requested by Contractor) destroy such Contractor Software and Documentation and certify in writing to Contractor that such destruction has occurred.

5. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on Exhibit A are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Town, product availability and other events. Contractor will notify Town of such revisions as soon as Contractor becomes aware of such revisions. Risk of loss for the Contractor Equipment and Contractor Software shall pass to Town when such items are delivered to Town's designated location. Upon transfer of risk of loss to Town, Town shall be responsible for obtaining and maintaining sufficient casualty insurance on the Contractor Equipment and Contractor Software and shall name Contractor as an additional insured thereunder and, at Contractor's request, shall deliver written evidence thereof to Contractor. Town shall not use the Contractor Equipment for any purpose other than those for which it was designed and shall not, without the prior written consent of Contractor, alter the Contractor Equipment or affix to or install on the Contractor Equipment any accessory, equipment or device which was not supplied to it by Contractor. Town shall not move the Contractor Equipment from the place where it was originally installed, unless such Contractor Equipment is to be used at various polling places throughout the Jurisdiction, without Contractor's prior written consent. Town shall make the Contractor Equipment and any records pertaining thereto available to Contractor during regular business hours for inspection. Town will not, without the prior written consent of Contractor and subject to such conditions as Contractor may impose for its protection, affix any item of Contractor Equipment to any real property if, as a result thereof, such item of Contractor Equipment will become a fixture under applicable state law.

6. **Installation.** Exhibit A specifies the items of Contractor Equipment or Contractor Software, if any, which Contractor's employees, agents or authorized representatives ("Representatives") will install at Town's designated site. Town shall pay Contractor a fee for such installation services, as set forth on Exhibit A. Town will provide, at its own expense, a site adequate in space and design for installation and operation of the Contractor Equipment and Contractor Software. Town shall be responsible for providing a site that is temperature and humidity controlled, has all necessary electric current outlets, circuits, and wiring for the Contractor Equipment and Contractor Software, and has electric current of sufficient quality and quantity to operate the Contractor Equipment and Contractor Software. Contractor may, but shall not be required to, inspect the site and advise on its acceptability before any Contractor Equipment or Contractor Software is installed. Town shall be responsible for installing all items of equipment or software not installed by Contractor, in accordance with the instructions furnished in the Documentation. Contractor shall have no liability for actual site preparation or for any costs, damages or claims arising out of the installation of any Contractor Equipment or Contractor Software by Town.

7. **Warranty.**

a. **Contractor Equipment/Contractor Software.** Contractor warrants that during the Rental Term (the "Warranty Period"), it will repair or replace, at Town's designated location or at Contractor's designated location, as determined by Contractor in its sole discretion, any component of the Contractor Equipment or Contractor Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty shall not include the repair or replacement of any Contractor

Equipment components that are consumed in the normal course of operating the Contractor Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of Contractor Equipment or Contractor Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the Contractor Equipment or Contractor Software will become the property of Contractor. This warranty is effective provided that (I) Town notifies Contractor within three (3) business days of the discovery of the failure of performance or defect, (II) the Contractor Equipment or Contractor Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by Contractor, (III) the Contractor Equipment or Contractor Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by Contractor or causes beyond the reasonable control of Contractor or Town, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (IV) Town has installed and is using the most recent update provided to it by Contractor. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according to their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product.

b. **System.** Contractor warrants that the Contractor Equipment and Contractor Software will operate in conjunction with the third party items during the Warranty Period, provided that the third party items are performing in accordance with their own specifications and documentation in all material respects and are not defective in material or workmanship. In the event of a breach of this warranty, Contractor will repair or replace the item of Contractor Equipment or Contractor Software that is causing such breach to occur. Town acknowledges that Contractor has merely purchased the third party items for resale or rental to Town, and that the proprietary and intellectual property rights to the third party items are owned by parties other than Contractor ("Third Parties"). Town further acknowledges that except for the rental payments to Contractor for the third party items, all of its rights and obligations with respect thereto flow from and to the Third Parties. Contractor shall provide Town with copies of all documentation and warranties for the third party items which are provided to Contractor.

c. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a) or 7(b), CONTRACTOR'S OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT TOWN IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY CONTRACTOR OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.