



BOARD OF TRUSTEES

REGULAR MEETING AGENDA

February 12, 2020
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 January 22, 2020 Board of Trustees Regular Meeting Minutes
 - 5.b. **Resolution 20-12:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING A LICENSE AGREEMENT WITH PUBLIC SERVICE COMPANY OF COLORADO REGARDING THE INSTALLATION, OPERATION AND MAINTENANCE OF A GAS GATHERING PIPELINE WITHIN TOWN-CONTROLLED RIGHT-OF-WAY
 - 5.c. **Resolution 20-19:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WELD COUNTY FOR VOTER REGISTRATION SPECIALIST SERVICES
6. **Proclamation**
7. **Presentation**
 - 7.a. Carbon Valley Half Marathon
8. **Local Licensing Authority - Public Hearing**
9. **Public Hearing**
10. **Discussion/Action**

* 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.

10.a. Frontage Road Bridge Expansion Joint Repair Discussion

10.b. **Resolution 20-20:** A RESOLUTION OF THE TOWN OF FIRESTONE,
COLORADO, AUTHORIZING A TABOR ELECTION ON APRIL 7, 2020, FIXING
THE BALLOT TITLE AND QUESTION

10.c. Enterprise Managed Vehicle Program Discussion

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

12. Reports

12.a. Staff

12.b. Mayor

12.c. Trustees

13. Executive Session

14. Adjournment

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

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

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.a

Consent Agenda

Meeting Date: February 12, 2020

Initiated By: Jessica Koenig

Dept: Town Clerk

AGENDA TITLE

Approval of January 22, 2020 Board of Trustees Regular Meeting Minutes

SUMMARY

Approval of January 22, 2020 Board of Trustees Regular Meeting Minutes

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of draft meeting minutes.

ALTERNATIVES

ATTACHMENTS

1. January 22, 2020 Draft Meeting Minutes

FINANCIAL CONSIDERATIONS

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
January 22, 2020

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on January 22, 2020, at Town Hall, 151 Grant Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:01 PM

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar

Mayor Pro-tem: Drew Peterson

Trustees: Don Conyac
Samantha Meiring
Frank A. Jimenez
Doug Sharp

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

2. Pledge of Allegiance

Pledge was led by Mayor Sindelar

3. Approval of Agenda

Motion by Mayor Pro Tem Peterson, **second** by Trustee Meiring, Approval of Agenda All in Favor, **Motion carried.**

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

Jack Lakey of 11380 Colorado Blvd, Longmont, Colorado, gave public comment on a gas line puncture near his property.

5. Consent Agenda

Motion by Mayor Pro Tem Peterson, **second** by Trustee Jimenez, to Approve the Consent Agenda All in Favor, **Motion carried.**

5.a. Approval of January 8, 2020 BOT Regular Meeting Minutes

5.b. Approval of October 2, 2019 BOT Special Meeting Minutes

5.c. **Ordinance 966:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING TITLES 1 AND 2 AND ENACTING CHAPTER 2.05 OF THE FIRESTONE MUNICIPAL CODE REGARDING TOWN ADMINISTRATION, BOARD OF TRUSTEES RULES OF PROCEDURE AND ENACTING A CODE OF CONDUCT

5.d. **Resolution 20-13:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING THE BOARD OF TRUSTEES HANDBOOK & ORIENTATION

6. Proclamation

7. Presentation

7.a. FBLA Frederick Update on Sponsorship for National Competition

8. Local Licensing Authority - Public Hearing

9. Land Development

9.a. PUBLIC HEARING: Ordinance 963: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ZONING CERTAIN LAND, FULLY DESCRIBED HEREIN AND LOCATED WITHIN A PORTION OF CROSSROADS PUD, FROM PUD EMPLOYMENT CENTER TO PUD RESIDENTIAL-C AND PUD REGIONAL COMMERCIAL; AND APPROVING AN APPLICATION TO AMEND THE CROSSROADS PUD OFFICIAL DEVELOPMENT PLAN TO ALLOW FOR RESIDENTIAL AND COMMERCIAL DEVELOPMENT

Mayor Sindelar opened the Public Hearing for Ordinance 963 at 7:23 pm.

Matt Thompson, Senior Planner, presented to the Board of Trustees.

The applicants, Travis Frazer of Redland, 1500 West Canal Court, Littleton, Max Gansline of the Staenberg Group, 1001 Bannock St, Denver, and Kent Evans of 12295 Olive Blvd, St. Louis, Missouri, responded to Board questions regarding unit types and commercial prospects. Dave Lindsay, the Town's Engineer Consultant, responded to Board questions regarding interchange improvements.

Mayor Sindelar closed the Public Hearing at 7:47 pm.

Motion by Trustee Conyac, **second** by Trustee Sharp, to approve **PUBLIC HEARING: Ordinance 963:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ZONING CERTAIN LAND, FULLY DESCRIBED HEREIN AND LOCATED WITHIN A PORTION OF CROSSROADS PUD, FROM PUD EMPLOYMENT CENTER TO PUD RESIDENTIAL-C AND PUD REGIONAL COMMERCIAL; AND APPROVING AN APPLICATION TO AMEND THE CROSSROADS PUD OFFICIAL DEVELOPMENT PLAN TO ALLOW FOR RESIDENTIAL AND COMMERCIAL DEVELOPMENT

Roll Call Vote:

Yes: Trustee Sharp, Trustee Conyac, Trustee Meiring, Trustee Jimenez, Mayor Pro Tem Peterson

No: None

Abstain: None

Motion carried.

9.b. PUBLIC HEARING: Ordinance 964: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ANNEXING TO THE TOWN CERTAIN REAL PROPERTY LOCATED IN UNINCORPORATED WELD COUNTY AND OWNED BY THE TOWN OF FIRESTONE

Mayor Sindelar opened the Public Hearing for Ordinance 964 and Ordinance 965 at 7:50 pm.

Marty Ostholthoff, Planning Manager, presented to the Board of Trustees.

Mayor Sindelar closed the Public Hearing at 7:55 pm.

Motion by Trustee Jimenez, **second** by Mayor Pro Tem Peterson, to approve **PUBLIC HEARING: Ordinance 964:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ANNEXING TO THE TOWN CERTAIN REAL PROPERTY LOCATED IN UNINCORPORATED WELD COUNTY AND OWNED BY THE TOWN OF FIRESTONE, and, **PUBLIC HEARING: Ordinance 965:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ZONING CERTAIN REAL PROPERTY FULLY DESCRIBED HEREIN, KNOWN AS THE CARBON VALLEY PIT ANNEXATION, TO PUD-EC (PLANNED UNIT DEVELOPMENT-EMPLOYMENT CENTER), AND APPROVING THE CARBON VALLEY PIT OUTLINE DEVELOPMENT PLAN

Roll Call Vote:

Yes: Trustee Sharp, Trustee Conyac, Trustee Meiring, Trustee Jimenez, Mayor Pro Tem Peterson

No: None

Abstain: None

Motion carried.

9.c. PUBLIC HEARING: Ordinance 965: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ZONING CERTAIN REAL PROPERTY FULLY DESCRIBED HEREIN, KNOWN AS THE CARBON VALLEY PIT ANNEXATION, TO PUD-EC (PLANNED UNIT DEVELOPMENT-EMPLOYMENT CENTER), AND APPROVING THE CARBON VALLEY PIT OUTLINE DEVELOPMENT PLAN

10. Discussion/Action

10.a. Resolution 20-14 - A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, DESIGNATING THE APRIL 7, 2020, REGULAR ELECTION A MAIL BALLOT ELECTION AND AUTHORIZING THE TOWN CLERK TO APPOINT ELECTION JUDGES

Motion by Trustee Meiring, **second** by Mayor Pro Tem Peterson, to approve **Resolution 20-14** - A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, DESIGNATING THE APRIL 7, 2020, REGULAR ELECTION A MAIL BALLOT ELECTION AND AUTHORIZING THE TOWN CLERK TO APPOINT ELECTION JUDGES All in Favor, **Motion carried.**

10.b. Resolution 20-15: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE INVESTMENT POLICY

Motion by Trustee Conyac, **second** by Trustee Meiring, to **Resolution 20-15**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE INVESTMENT POLICY All in Favor, **Motion carried.**

Roll Call Vote:

Yes: Trustee Sharp, Trustee Conyac, Trustee Meiring, Trustee Jimenez, Mayor Pro Tem Peterson

No: None

Abstain: None

Motion carried.

10.c. Resolution 20-16: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN ENGAGEMENT LETTER WITH HILLTOP SECURITIES, INC., TO SERVE AS MUNICIPAL ADVISOR TO THE TOWN OF FIRESTONE REGARDING THE ACQUISITION OF DEBT INSTRUMENTS

Motion by Trustee Conyac, **second** by Trustee Sharp, to **Resolution 20-16**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN ENGAGEMENT LETTER WITH HILLTOP SECURITIES, INC., TO SERVE AS MUNICIPAL ADVISOR TO THE TOWN OF FIRESTONE REGARDING THE ACQUISITION OF DEBT INSTRUMENTS All in Favor, **Motion carried.**

10.d. Resolution 20-17: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING EQUIPMENT PURCHASES FOR THE TOWN'S PUBLIC WORKS DEPARTMENT

Motion by Trustee Sharp, **second** by Mayor Pro Tem Peterson, to approve **Resolution 20-17:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING EQUIPMENT PURCHASES FOR THE TOWN'S PUBLIC WORKS DEPARTMENT

Roll Call Vote:

Yes: Trustee Sharp, Trustee Conyac, Trustee Meiring, Trustee Jimenez, Mayor Pro Tem Peterson

No: None

Abstain: None

Motion carried.

10.e. Resolution 20-18: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE FIRST AMENDMENT TO WATER CREDIT PURCHASE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MORTGAGE CONSULTANTS, LLC

Motion by Mayor Pro Tem Peterson, **second** by Trustee Jimenez, to approve **Resolution 20-18:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE FIRST AMENDMENT TO WATER CREDIT PURCHASE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MORTGAGE CONSULTANTS, LLC All in Favor, **Motion carried.**

Roll Call Vote:

Yes: Trustee Sharp, Trustee Conyac, Trustee Meiring, Trustee Jimenez, Mayor Pro Tem Peterson

No: None

Abstain: None

Motion carried.

10.f. Ballot Language Discussion

The Board reached a consensus to place a resolution on the February 12, 2020 Board of Trustees Regular Meeting agenda to set the proposed ballot language.

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

No one was present that wished to give public comment.

12. Reports

12.a. Staff

David Montgomery, Chief of Police, summarized the end of year report for 2019 and the December 2019 report.

Todd Bjerkaas reported that Building and Planning Department will be moving to Town Hall on January 31, 2020. Mr. Bjerkaas summarized various outreach methods to inform the public of the move.

12.b. Mayor

12.c. Trustees

Trustee Meiring reported on meeting with the Town's Lobbyists to get started on this session's bills. Trustee Meiring reported that she will meet with the Town Lobbyists to monitor a few bills next week.

Trustee Jimenez reported that the Finance Committee reviewed the Investment Policy and the Fleet Surplus Policy.

Trustee Conyac reported that there wasn't a Parks, Trails, & Recreation Advisory Board meeting scheduled. Trustee Conyac thanked the Planning Manager.

Trustee Sharp reported that he attended the Finance Committee, and was thankful for the talent on the committee. Trustee Sharp also reported that he was going through RFP responses with the Broadband Working Group.

Mayor Pro Tem Peterson thanked town staff and the Town Clerk. Mayor Pro Tem Peterson requested that town staff look into the concerns Mr. Lakey voiced during public comment.

13. Executive Session

13.a. An Executive Session pursuant to C.R.S. 24-6-402(4)(e)(I), for purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations, and instructing negotiators regarding the acquisition of certain water rights.

Open: 8:43 pm Closed: 9:21 pm

Staff to be present: AJ Krieger, Town Manager, Todd Bjerkaas, Director of Planning & Development, Julie Pasillas, Director of Public Works, Dave Lindsay, Engineer Consultant, and Marty Ostholthoff, Planning Manager.

13.b. An Executive Session pursuant to C.R.S. 24-6-402(4)(e)(I), for purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations, and instructing negotiators regarding an oil and gas agreement.

14. Adjournment

The January 22, 2020 Board of Trustees Regular meeting was adjourned at 9:25 pm.

Introduced and Approved the 12th of February, 2020.

TOWN OF FIRESTONE, COLORADO

ATTEST

Bobbi Sindelar, Mayor

Jessica Koenig, Town Clerk

DRAFT

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.b

Consent Agenda

Meeting Date: February 12, 2020

Initiated By: Matt Wiederspahn

Dept: Engineering - Town

AGENDA TITLE

Resolution 20-12: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING A LICENSE AGREEMENT WITH PUBLIC SERVICE COMPANY OF COLORADO REGARDING THE INSTALLATION, OPERATION AND MAINTENANCE OF A GAS GATHERING PIPELINE WITHIN TOWN-CONTROLLED RIGHT-OF-WAY

SUMMARY

Xcel Energy (Public Service Company of Colorado) currently provides domestic gas service to several Weld County properties on the east side of Town. In order to provide this service, their facilities must occasionally use the Town right-of-way to reach them. The Town does not currently have a franchise agreement with Xcel Energy to allow them to use Town right-of-way, as there are few, if any properties annexed to the Town that they serve. As such, Xcel Energy must complete a license agreement with the Town that grants them the permission to use the Town's right-of-way. This agreement provides similar protections for the Town that a franchise agreement would provide; primarily for relocation if their facilities are in conflict with a Town project, and protection of the condition of Town right-of-way. In the future, a franchise agreement may be completed with Xcel, as the Town's growth area enters into Xcel's service area, at which point these license agreements would no longer be necessary.

Staff has reviewed their plans and proposed alignment and are supportive of their project.

HISTORY AND PREVIOUS BOARD ACTION

N/A

RECOMMENDATION

Approve the Resolution Authorizing the Mayor to sign the Revocable License Agreement.

ALTERNATIVES

N/A

ATTACHMENTS

1. Resolution 20-12
2. Reso 20-12 Exhibit A
3. PSCO Gas Pipeline License-A012920 (2)

FINANCIAL CONSIDERATIONS

N/A

RESOLUTION NO. 20-12

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING A LICENSE AGREEMENT WITH PUBLIC SERVICE COMPANY OF COLORADO REGARDING THE INSTALLATION, OPERATION AND MAINTENANCE OF A GAS GATHERING PIPELINE WITHIN TOWN-CONTROLLED RIGHT-OF-WAY

WHEREAS, The Town of Firestone (the “Town”) is the owner of real property located in the Town, Weld County, Colorado, which is also a public right of way (“Town Property”); and

WHEREAS, Public Service Company of Colorado (“PSCO”) is authorized to operate as a utility provider by the Colorado Public Utilities Commission; and

WHEREAS, PSCO desires to construct, own and operate a single 8” underground gas gathering pipeline and appurtenant underground facilities located on Town Property, as described in more particular detail on **Exhibit A**, attached hereto and incorporated herein, and the Town desires to grant a non-exclusive, revocable license that would allow use of that area, pursuant to certain terms and conditions as set forth in a Revocable Encroachment License Agreement, attached hereto as **Exhibit B**; and

WHEREAS, PSCO and the Town wish to define the terms of PSCO’s license to construct, install and operate its gas gathering pipeline; and

WHEREAS, the attached Revocable License Agreement clearly defines the rights and responsibilities of the parties in relation to PSCO’s construction and use of its gas gathering pipeline in Town-controlled right-of-way.

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

Section 1. The Board of Trustees authorizes the grant of a non-exclusive, revocable license to Public Service Company of Colorado to use WCR 19 as described in more particular detail on **Exhibit A** for installing, operating and maintaining a single gas gathering pipeline and appurtenant underground facilities upon, across and through said strip of land.

Section 2. The Revocable License Agreement between the Town of Firestone and Public Service Company of Colorado is hereby approved in substantially the same form as the copy attached hereto as Exhibit B, and the Mayor is authorized to execute the agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 12th day of February, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT "A"

WCR 19 right-of-way between WCR 24 to approximately 900 north of WCR 24

REVOCABLE LICENSE AGREEMENT

This **REVOCABLE LICENSE AGREEMENT** ("Agreement") dated as of the ____ day of _____, 2020 (the "Effective Date"), is between the Town of Firestone, a Colorado statutory municipality (the "Town" or "Owner"), and Public Service Company of Colorado, a Colorado corporation ("Licensee"). Town and Licensee may be referred to in the singular sense as a "Party" or in the collective sense as the "Parties."

Recitals

The Town is the owner of real property located in the Town of Firestone in Weld County, Colorado, which is also a public right of way (collectively, "Town Property").

Licensee proposes to construct, own and operate a single 8" underground gas gathering pipeline and appurtenant underground facilities ("Underground Facilities") located on Town Property, as described in more particular detail on Exhibit A attached hereto and incorporated herein ("License Area").

The Parties desire to enter into a license agreement respecting the Licensee's use of the Town Property pursuant to the terms and conditions set forth herein.

AGREEMENT

For good and valuable consideration given and acknowledged by the Parties, and in consideration of the provisions set forth herein, the parties agree as follows:

SECTION 1. LICENSE

1. Grant of License. Owner hereby grants to Licensee a revocable, non-exclusive license ("License") to use the License Area, subject to the terms and conditions of this Agreement.

2. No Estate Created or Conveyed. It is the express intent of the Parties that the License granted herein does not create or convey an estate, interest, or claim in or to the Town Property or License Area, and that the Licensee's location, construction, and use of Underground Facilities on the Town Property does not create a license coupled with any property interest in or claim to the License Area or Town Property.

3. No Franchise Granted or Conveyed. Nothing in this Agreement shall be deemed to grant a franchise or other right to utilize Town Property or other Town streets and public rights-of-way to construct a gas plant or gas system or provide gas utility services, construct an electric system, or provide electric utility services.

4. Obtaining Required Permits. If the installation, operation, maintenance or location of the Underground Facilities in the License Area shall require any permits, Licensee shall, if required under applicable Town ordinances, apply for the appropriate permits and pay any standard and customary permit fees. As a condition of obtaining any permit that involves digging or other excavation in the public right-of-way or Town street, the Company shall physically identify the horizontal and vertical locations of any other existing underground utility or other facilities in the License Area in the proximity of the proposed

work area and illustrate such locations on plan and profile drawings also illustrating the proposed Underground Facilities.

5. Permitted Users. Licensee's affiliates, employees, contractors, agents, and representatives ("Permitted Users") may use the License, provided that all such uses shall be within the scope of this Agreement.

SECTION 2. USE OF LICENSE AREA

1. The License Area may be used by the Licensee for the sole and exclusive purpose of accessing, locating, constructing, installing, operating, maintaining, repairing, removing, and replacing the Underground Facilities.

2. The Underground Facilities shall be installed in accordance with the plans and specifications approved by the Town Engineer prior to beginning the installation of such Underground Facilities, and any appropriate permits issued by the Town that involve digging or other excavation in a public right-of-way or Town street. The Town Engineer may require modifications to such plans and specifications prior to approval thereof or issuance of any appropriate permits. Any proposed changes to the approved plans and specifications shall be submitted to the Town for review and approval in writing prior to making such changes.

3. All work approved by the Town shall be completed in compliance with all codes, ordinances, rules, and regulations of the Town.

4. All Underground Facilities installed within the License Area shall be buried to a depth of not less than forty-eight inches (48") from the existing ground elevation. Except for surface markers, all facilities installed pursuant to the license granted herein shall be located entirely underground.

5. Except for the Underground Facilities specifically authorized by Owner, Licensee shall not place, build, erect, or add any structures, pipelines, facilities, improvements or other items on, under, over or across the License Area or Town Property.

6. Any changes, expansions or alterations in any way to the Underground Facilities shall require additional advance approval by Owner.

7. Licensee's use of the License Area shall be subject to all existing utility easements, if any, located on, under, or above the Town Property.

8. Licensee acknowledges that the use hereunder is of the License Area in its present, as-is condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Licensee acknowledges that Owner shall have no obligation to repair, replace, or improve any portion of the Town Property in order to make the License Area or Town Property suitable for Licensee's intended uses.

9. Licensee, in the exercise of its rights and obligations under this Agreement, shall not interfere in any manner with the existence and operation of any and all public rights 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 Agreement.

10. Prior to undertaking any work pursuant to this Agreement, Licensee 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 3. TERM AND TERMINATION

1. This initial term of this Agreement shall commence on the Effective Date, and shall extend for a term of ten (10) years commencing on the date that Licensee installs the Underground Facilities in the License Area, unless terminated by either Party in accordance with the provisions herein ("Initial Term"). This Agreement will automatically renew for successive (10) year terms ("Renewal Term") upon the expiration of the Initial Term and any Renewal Term unless earlier terminated as provided herein or a written notice of non-renewal is given by either party to the other party at least thirty calendar days prior to the expiration of the Term then in effect.

2. The Town may terminate this Agreement by delivering 30 days advance written notice to Licensee, if Licensee removes and does not replace the Underground Facilities, abandons its use or operation of the Underground Facilities, or otherwise abandons its use and enjoyment of the License Area pursuant to the rights granted herein.

3. Either Party may terminate this Agreement if the other Party defaults in the performance of any of its obligations hereunder and fails to cure such default within 30 days following the giving of written notice by the other party ("Cure Period"), unless such Cure Period is extended by mutual agreement of the Parties.

4. In the event of termination, Licensee shall not be entitled to receive a refund of any portion of the consideration paid herein for the License, nor shall Licensee be compensated for the cost of removal of Licensee's Underground Facilities from the License Area.

5. Removal Of Underground Facilities Upon Termination. Upon termination of this Agreement, the Parties agree that Licensee shall cut, clean, and remove all Licensee's Underground Facilities located on Town Property, unless such removal of Licensee's Underground Facilities is waived by the Town in its sole discretion, and Licensee shall cap and structurally fill any underground pipeline installed within the public right-of-way or Town street.

SECTION 4. RESERVATION OF RIGHTS

1. Owner reserves all other rights in and to the License Area, including the Town's lawful exercise of its police powers and the prior and continuing right of the Town under applicable laws to use and occupy any and all parts of the License Area exclusively or concurrently with any other person or entity for any purposes whatsoever, including without limitation, other utilities and utility crossings, irrigation systems, landscaping, vehicular and pedestrian access, or any other surface or underground improvements.

2. Should the Underground Facilities, for any reason, impede, restrict or limit in any manner whatsoever Owner's use of the License Area, Licensee shall be responsible for any incremental cost incurred

by the Town to bypass or to avoid disturbing the Underground Facilities when designing, constructing, installing, or modifying any future improvements within the License Area.

3. Licensee's loss of use of the Underground Facilities arising out of or relating to the Owner's use of the License Area shall not entitle Licensee to any compensation for damages or loss from Owner, in any manner whatsoever.

SECTION 5. MAINTENANCE; RELOCATION AND DISPLACEMENT; DAMAGE AND RESTORATION

1 Maintenance.

(a) Licensee agrees to take such actions, at its sole expense, as are necessary to maintain the Underground Facilities in good and safe working condition at all times. Licensee further agrees to comply at all times with the ordinances, resolutions, rules, and regulations of the Town in Licensee's use and occupancy of the Town Property when performing any maintenance activities.

(b) In the exercise of its rights pursuant to this Agreement, Licensee shall avoid any damage or interference with any Owner installations, structures, utilities, or improvements on, under, or adjacent to the Town Property.

2. Relocation and Displacement of Equipment. Licensee understands and acknowledges that Town may require Licensee to relocate one or more of its Underground Facilities. Licensee shall at Town's direction relocate such Underground Facilities at Licensee'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 Underground Facilities are 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 Licensee a reasonably equivalent alternate location. If Licensee shall fail to relocate any Underground Facilities as requested by the Town within one hundred and twenty (120) days after the above-referenced notice in accordance with the foregoing provision, Town shall be entitled to relocate the Underground Facilities at the Licensee's sole cost and expense, without further notice to the company. To the extent the Town has actual knowledge thereof, the Town will attempt promptly to inform Licensee of the displacement or removal of Underground Facilities.

3. Damage and Restoration.

(a) Licensee shall be responsible for all damage to the License Area or Town Property arising out of or resulting from the Underground Facilities, or its use of the Underground Facilities or License granted herein. Licensee, at its sole expense, shall restore the surface of the License Area and shall restore any improvements, landscaping, and other facilities located in the License Area to the conditions that existed immediately prior to the commencement of any of Licensee's activities permitted hereunder.

(b) Whenever the removal or relocation of Underground Facilities is required or permitted under this Agreement, and such removal or relocation shall cause the License Area to be damaged, Licensee, at its sole cost and expense, and within thirty (30) days after such damage occurs, repair the

damage and return the License Area in which the Underground Facilities are located to a safe and satisfactory condition in accordance with applicable laws. If Licensee does not repair the damage and License Area as just described, then the Town shall have the option, upon fifteen (15) days' prior written notice to Licensee, to perform or cause to be performed such reasonable and necessary work on behalf of Licensee and to charge Licensee 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, Licensee shall promptly reimburse the Town for such costs. In the case of fire, disaster or other emergency, the Town may remove or disconnect Licensee's Underground Facilities located in the License Area or on any other property of the Town. The Town shall provide reasonable notice to Licensee prior to taking such action and shall provide Licensee 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.

SECTION 6. INSURANCE

1. Coverages. Licensee shall procure and maintain or self-insure, at its own cost, a policy or policies of insurance sufficient to insure against, claims, demands, and other obligations assumed by Licensee pursuant to this Agreement. All of Licensee's contractors shall be insured pursuant to their master service contracts with Licensee. Such coverages shall include:

(a) Worker's Compensation insurance as required by law.

(b) Commercial General Liability insurance with minimum combined single limits of \$2,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including premises and operations, personal and advertising injury, blanket contractual liability, and 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 to the extent of the liabilities assumed by Licensee herein.

(c) Excess or Umbrella Liability insurance, on an occurrence basis, in excess of the Commercial General Liability insurance, with coverage as broad as such policy, with a limit of \$2,000,000.

2. Form. Such insurance shall be in addition to any other insurance requirements imposed by law. 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 Licensee. Licensee shall be solely responsible for any deductible losses under any policy.

3. Certificate. Licensee shall provide to Owner a certificate of insurance or self-insurance letter as evidence that the required coverages are in full force and effect. The certificate or letter shall identify this Agreement.

SECTION 7. NOTICES

Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed to the following: (i) if to the Town, Attn: Town Manager, Town of Firestone, P.O. Box 100, Firestone, CO 80520; and (ii) if

to the Licensee, Attn. _____. Notices mailed in accordance with the provisions of this Paragraph shall be deemed to have been given upon mailing. Notices personally delivered shall have been deemed to have been given upon delivery. Either party may change its address by giving notice thereof to the other party in the manner provided in this Section 7.

SECTION 8. MISCELLANEOUS

1. Record Drawings. On or before the 60th day following Licensee's completion of construction of Underground Facilities, Licensee shall provide Owner detailed digital record drawings of such Underground Facilities for review and acceptance in conformance with the Town's Design Criteria. Record Drawings shall show the location of the Underground Facilities with a reference distance to an existing section monument. The plan view shall also show existing surface features and known utilities within ten (10) feet of the License Area, as well as any valves, fittings, or other appurtenances on the gas pipeline and within the License Area.

2. Monumentation and Marking. Licensee shall place and maintain permanent, above-grade monumentation and marking at all locations where the Underground Facilities enter upon the boundaries of the License Area, at changes of direction, and enter upon the boundaries of road right-of-way, as approved by the Town Engineer. Markers shall include phone numbers to call for line locates and 24-hour emergency repair. Licensee shall install tracer wire no more than 18" above and along the entire length of the Underground Facilities.

3. Assignment. Licensee may not assign or transfer this Agreement or any of the rights or privileges therein granted, without the prior, express written consent of the Town, which consent shall not be unreasonably withheld, conditioned, or delayed; 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 Licensee. Such consent, if granted by the Town, shall be conditioned upon such assignee's assumption, in writing in a form acceptable to Town, of all of Licensee's obligations set forth herein.

4. Waiver Of Claims Against Owner. Licensee hereby waives any and all claims which Licensee may or might hereafter have or acquire against Owner for loss or damage to the Licensee's improvements or any loss or degradation of any utility services Licensee may provide arising from the use by Owner, or the public, of the Town's Property for any purpose, except to the extent such claims are caused by the negligence of the Owner, its officers, its employees, or its subcontractors.

5. Indemnification. Licensee agrees to indemnify, defend and hold harmless Owner, its officers, employees, and insurers from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily 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: (i) the existence of the Underground Facilities; or (ii) the use, maintenance or repair of the Underground Facilities and the use of the License Area pursuant to this Agreement, but only to the extent such claim, damage, loss, liability or expense is caused or alleged to be caused, in whole or in part, by any negligent, reckless, or intentional act or omission of Licensee or anyone directly employed by Licensee or anyone for whose acts Licensee may be liable. Licensee agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at its sole expense.

6. Mechanics' Liens. Licensee shall not allow any mechanics' or similar liens to be filed against the Town's Property arising from any work done by Licensee on the Town's Property, and Licensee shall indemnify and hold Town harmless with respect thereto, including any attorney's fees incurred by Owner in connection with any such lien or claim. If any mechanics' or other liens shall be created or filed against the Town's Property by reason of labor performed by, or materials furnished for, the Licensee, the Licensee shall, within 30 days thereafter, at the Licensee's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any Notices Of Intention To File Mechanic's Lien that may have been filed.

7. Attorney's Fees. If any action is brought in a court of law by either party to this Agreement concerning the enforcement, interpretation or construction of this Agreement, the prevailing party, either at trial or upon appeal, shall be entitled to reasonable attorney's fees as well as costs, including expert witness's fees, incurred in the prosecution or defense of such action.

8. Waiver. The failure of either party to exercise any of its rights under this Agreement shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights.

9. Governmental Immunity. The parties hereto understand and agree that Town 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, Section 24-10-101, *et seq.*, C.R.S., as from time to time amended, or any other law or limitations otherwise available to Town, its officers, or its employees.

10. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes any prior agreement or understanding relating to the subject matter of this Agreement. Any such prior agreement shall be deemed to be null and void and of no further effect.

11. Modification. This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.

12. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

13. Governing Law; Jurisdiction. This 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 Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Colorado, County of Weld.

[Signatures and acknowledgments on following page]

The Parties have executed this **REVOCABLE LICENSE AGREEMENT** to be effective on the Effective Date.

OWNER:
TOWN OF FIRESTONE

By: _____
Bobbi Sindelar, Mayor

ATTEST:

By: _____
Jessica Koenig, Town Clerk

LICENSEE:
PUBLIC SERVICE COMPANY OF COLORADO

By: _____
Name:
Title:

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF)

The forgoing **REVOCABLE LICENSE AGREEMENT** was subscribed and sworn to before me on _____, 2019, by _____ in his/her capacity as _____ of Public Service Company of Colorado, on behalf of such Colorado corporation.

(Seal)

Notary Public
Address

My Commission expires:

EXHIBIT "A"

WCR 19 right-of-way between WCR 24 to approximately 900 north of WCR 24

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.c

Consent Agenda

Meeting Date: February 12, 2020

Initiated By: Jessica Koenig

Dept: Town Clerk

AGENDA TITLE

Resolution 20-19: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WELD COUNTY FOR VOTER REGISTRATION SPECIALIST SERVICES

SUMMARY

To update voter registration on Election Day, residents would have to travel to the Weld County Clerk & Recorder location in Greeley to obtain documentation, and return to the Firestone Town Hall to obtain a ballot. This Intergovernmental Agreement would provide a Voter Registration Specialist from Weld County that would allow residents to update their voter registration onsite on Election Day. This additional service for residents would streamline the voter registration process. Furthermore, the Town of Firestone would acquire the services of an experienced election judge that can perform duties beyond voter registration.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of Resolution 20-19.

ALTERNATIVES

ATTACHMENTS

1. Voter Registration Services Res
2. IGA for Voter Registration Services 2020 Town of Firestone final

FINANCIAL CONSIDERATIONS

\$15/hour including travel time for the following dates and times:

Thursday, April 2, 2020, Friday, April 3, 2020, and Monday, April 6, 2020 from 8:00 a.m. to 5:00 p.m.

Tuesday, April 7, 2020 (Election Day) from 7:00 a.m. to 7:00 p.m.

RESOLUTION NO. 20-19

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WELD
COUNTY FOR VOTER REGISTRATION SPECIALIST SERVICES**

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such services or functions, by political subdivision of the State of Colorado are specifically authorized by Colo. Constitution Art. XIV Sec. 18 § (2)(a), and C.R.S. § 29-1-203; and

WHEREAS, the Town of Firestone ("Town") is in need of the services of a voter registration specialist for its April 7, 2020 election; and

WHEREAS, Weld County employs a voter registration specialist whose services it is willing to offer to the Town.

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

The Intergovernmental Agreement between the Town of Firestone and Weld County for voter registration specialist services is approved in substantially the same form as the 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 ___ day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**INTERGOVERNMENTAL AGREEMENT FOR THE SHARING OF VOTER
REGISTRATION SPECIALIST SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into effective as of the ____ day of _____, 2020, between the COUNTY OF WELD, a political subdivision of the State of Colorado, whose address is P. O. Box 758, 1150 O Street, Greeley, CO 80632, hereinafter referred to as, ("Weld County,") and the TOWN OF FIRESTONE a political subdivision of the State of Colorado, with address of 151 Grant Avenue, Firestone CO 80520, hereinafter referred to as, ("Firestone"). Both entities may be referred to herein individually as "Jurisdiction," or collectively as "the Jurisdictions."

WITNESSETH:

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such services or functions, by political subdivisions of the State of Colorado, are specifically authorized by Colo. Constitution Art XIV Sec.18 § (2)(a) and C.R.S. § 29-1-203, and

WHEREAS, Firestone is in need of the services of a Voter Registration Specialist, and

WHEREAS, Weld County employs a Voter Registration Specialist, and said professional has time available to offer to assist Firestone in Voter Registration, and

WHEREAS, Pursuant to the terms of this IGA Weld County is willing to share the services of its Voter Registration Specialist with Firestone.

NOW, THEREFORE, in consideration of the mutual promises and covenants expressed herein, the Jurisdictions agree as follows:

1. Sharing of Voter Registration Services. Weld County consents to having its Voter Registration Specialist spend a portion of his or her time each week assisting the Firestone in Voter Registration. The Weld County Voter Registration Specialist shall keep careful track of his or her time spent in service to Firestone. Firestone shall be responsible for payment of the Voter Registration Specialist's services at the rate of \$15 per hour which includes travel time and for all costs incurred by the Voter Registration Specialist in service to Firestone. The Voter Registration specialist will be present at Firestone for the 2020 Municipal Election on the following dates and times:

Thursday, April 2, 2020 through Monday, April 6, 2020 from 8:00 a.m. to 5:00 p.m.

Tuesday, April 7th, 2020 (Election Day) from 7:00 a.m. to 7:00 p.m.

2. Employment Status of Voter Registration Specialist. Nothing contained in this IGA, and no performance under this IGA by the Voter Registration Specialist shall in any respect alter or modify the status of said professional as a Weld County employee for purposes of worker's compensation or his or her benefits or entitlements, pension, levels or types of training, internal discipline, certification, or rank procedures, methods, or categories, or for any purpose, or condition or requirement of employment.
3. Insurance Coverage for Voter Registration Specialist. Weld County shall maintain its own insurance coverage, for both liability and damage, for the Voter Registration Specialist and neither Jurisdiction waives any of the rights, protections, immunities and limitations afforded each in accordance with the Colorado Governmental Immunity Act C.R.S. 24-10-101 et seq. as same may be amended from time to time.
4. Assignment. This IGA shall be binding upon the successors and assigns of each of the Jurisdictions hereto, except that neither Jurisdiction may assign any of its rights or obligations hereunder without the prior written consent of the other Jurisdiction.
5. No Third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of the IGA, and all rights of action relating to such enforcement, shall be strictly reserved to the Jurisdictions, and nothing contained in this IGA shall give or allow any such claim or right of action by any other or third person on such IGA. It is the express intention of the Jurisdictions that any person other than the Jurisdictions receiving services or benefits under this IGA shall be deemed to be an incidental beneficiary, only.
6. Amendments. Amendments to this IGA may be made only upon unanimous consent by both Jurisdictions. Such consent shall become effective upon its receipt in writing at the addresses set forth above.
7. Termination. This IGA shall terminate on April 8, 2020 however either Jurisdiction may terminate this IGA, with or without cause, upon ten (10) days prior written notice sent to the other Jurisdiction at the address set forth above.
8. Execution of IGA. This IGA may be executed by each Jurisdiction on a separate signature page. Original signature pages will be held by each Jurisdiction.

Signed this ____ day of _____, 2020.

ATTEST:
Weld County Clerk to the Board

COUNTY OF WELD, a political
subdivision of the State of Colorado

By: _____
Deputy Clerk to the Board

By: _____
Mike Freeman, Chairman
Board of County Commissioners of the
County of Weld

Weld County Clerk and Recorder

Town of Firestone, a political
subdivision of the
State of Colorado

By: _____
Carly Koppes, Clerk and Recorder

By: _____
Title: _____

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.a

Presentation

Meeting Date: February 12, 2020

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Carbon Valley Half Marathon

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 10.a

Discussion/Action

Meeting Date: February 12, 2020

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Frontage Road Bridge Expansion Joint Repair Discussion

SUMMARY

The south expansion joint on the Frontage Road bridge over the St. Vrain River has failed and needs to be replaced (see attached aerial photo). The damage is limited to the expansion joint and has not compromised the structural integrity of the bridge, and does not pose a risk to the traveling public (see attached CDOT bridge detail). The system has been stabilized by Public Works and is under regular monitoring, but it will need to be replaced before temperatures start to get too warm.

In November of 2019, Public Works had to perform a temporary patch of the joint system when a portion of the stem wall and expansion structure broke free. We contacted SEH, a transportation engineering and planning firm, with significant experience in the design and rehabilitation of bridges. SEH met with us on site and looked over the problem. They were satisfied with the patch that Public Works installed and found it to be adequate, but recommended the entire joint be replaced as soon as weather conditions were ideal. SEH recommended two construction contractors that specialize in this work. One of those firms, TLM Constructors, is located in Greeley so we contacted them and set up a site visit.

TLM personnel met with us and looked over the problem, and confirmed much of what SEH had told us. We requested that TLM prepare a proposal to complete the expansion joint replacement and some other repairs, which they have provided (see attached quote).

At the site meeting with TLM, we discussed the most efficient way to perform the work. There is a substantial amount of traffic on this roadway, and a majority of it is truck traffic. Because of the width of the bridge, we do not believe it is safe or efficient to try and do the work while maintaining two-way traffic. The best way to complete the work is to close the road and detour traffic around us (see attached detour plan). The closure should not last longer than 6 weeks, and if everything goes smoothly could be as short as 4 weeks.

Staff is presenting this information to the Board only as a discussion item to better explain the situation and to present the recommended solution. Contracts that would allow the work to proceed would be brought back to the Board at the February 26, 2020 Regular Board of Trustees meeting. Between now and then, staff would be reaching out to affected government agencies, businesses, and developers to advise them of the closure and detour route.

HISTORY AND PREVIOUS BOARD ACTION

The Bridge was originally constructed by CDOT in 1999. The bridge was transferred to Weld County in the mid-2000's and then later annexed to Firestone.

The Town of Firestone annexed the bridge and adjacent Frontage Road as the Firestone Tenth Annexation, recorded in September of 2016 as follow up to the Barefoot Lakes annexations.

RECOMMENDATION

No action is being requested from the Board at this time, but the staff recommendations are as follows:

- 1) Contract with TLM Constructors to preform the necessary bridge repairs.

2) Contract with SEH to inspect the work and provide technical assistance during construction.

3) Close the Frontage Road while the work is underway.

4) Proceed with the work as soon as possible in March while we have mild temperatures and the bridge is in a relatively neutral state ahead of expansion in the summer heat.

ALTERNATIVES

The Board could direct staff to start the work later in the year, but it is not recommended.

ATTACHMENTS

1. Aerial Photo
2. CDOT Detail Sheet
3. Town of Firestone Bridge Rehab
4. TLM.CR9.5mht#1.revised.1.28.20

FINANCIAL CONSIDERATIONS

TLM has estimated the work to be approximately \$140,000. There would be an additional expense to have SEH consult with the Town during the construction period which we estimate be approximately \$10,000. This repair was not planned, but will be funded from cash available through the 1% sales tax revenues.

Untitled Map

Write a description for your map.

Legend

Weid County Road 9

E 125 Frontage Rd

Failed Expansion
Joint

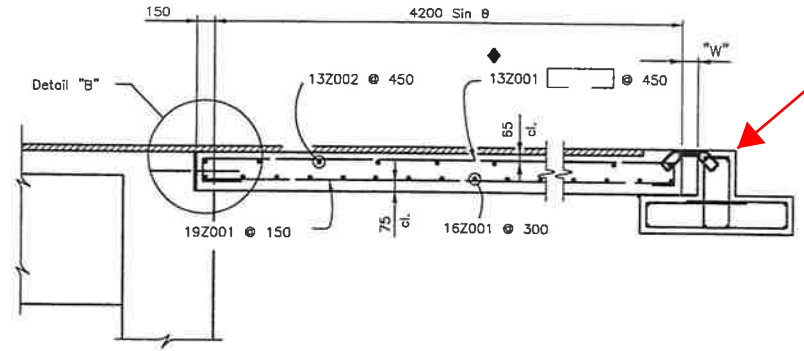
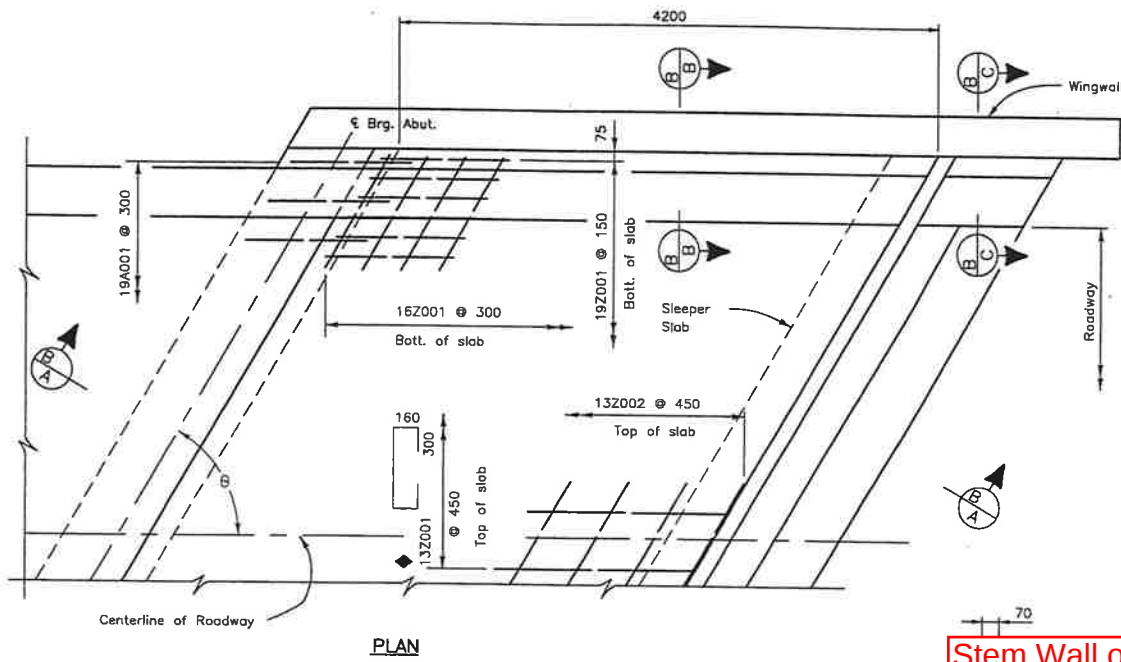
Google Earth

© 2019 Google

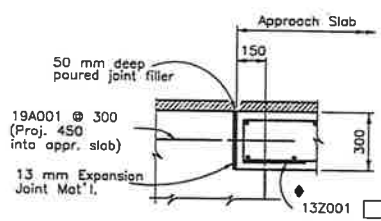


300 ft

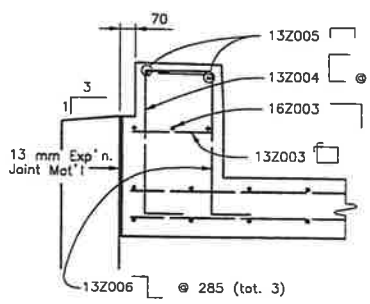
REVISION	DATE	BY	QUANTITIES	REVISION	DATE	BY	QUANTITIES
1	3-94	AMH	1-94	1	3-94	AMH	1-94
2	8-94	AMH	8-94	2	8-94	AMH	8-94
3	8-97	AMH	8-97	3	8-97	AMH	8-97
4	8-97	AMH	8-97	4	8-97	AMH	8-97
5	8-97	AMH	8-97	5	8-97	AMH	8-97
6	8-97	AMH	8-97	6	8-97	AMH	8-97
7	8-97	AMH	8-97	7	8-97	AMH	8-97
8	8-97	AMH	8-97	8	8-97	AMH	8-97
9	8-97	AMH	8-97	9	8-97	AMH	8-97
10	8-97	AMH	8-97	10	8-97	AMH	8-97
11	8-97	AMH	8-97	11	8-97	AMH	8-97
12	8-97	AMH	8-97	12	8-97	AMH	8-97
13	8-97	AMH	8-97	13	8-97	AMH	8-97
14	8-97	AMH	8-97	14	8-97	AMH	8-97



SECTION B-B

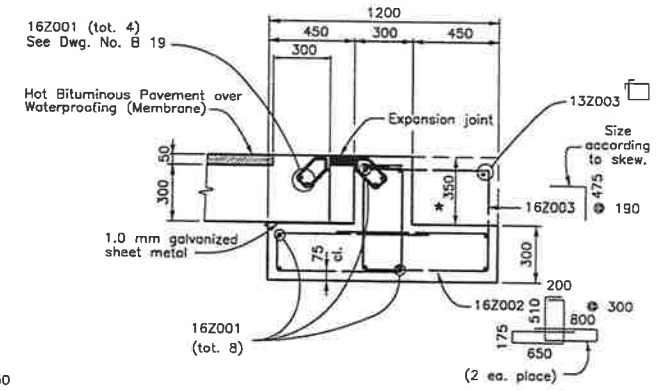
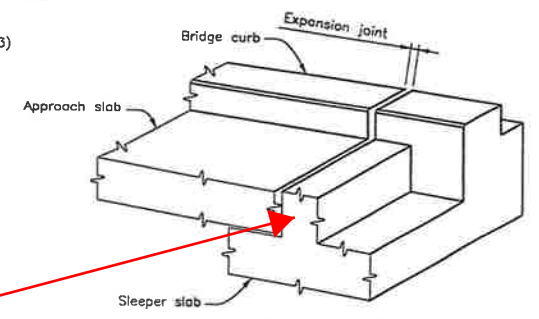


DETAIL "B"



NOTES:

Concrete Class D (Bridge) shall be used for approach slabs.
 13 mm expansion joint material shall meet A.A.S.H.T.C. Spec. M213.



Stem Wall of the Sleeper Slab has Failed

Computer File Information			Sheet Revisions			As Constructed			APPROACH SLAB DETAILS			Project No./Code	
Creation Date:	Initials:	JSV				No Revisions:			Designer:	A. Haraji	Structure Numbers:	D-17-AJ	IM 0253-154
Last Modification Date:	Initials:	SG				Revised:			Detailer:	J. Viridi			12109
Full Path:						Void:			Sheet Subset:	Bridge	Subset Sheets:	B 21 of 30	Sheet Number
Drawing File Name:	appslab.dwg												49
Acad Ver.: R14	Scale:	Units:											

Colorado Department of Transportation
 4201 East Arkansas Avenue, Room 330
 Denver, Colorado 80222-3400
 Phone: 303-757-9352 FAX: 303-757-9197
 Staff Bridge Branch

* Dimension may be changed, as approved by the Engineer, when roadway slab is different.

Taken normal to expansion device
 Sleeper may be precast.

Greeley Office:
P.O. Box 336638
Greeley, CO 80633
Ph: (970) 346-8323
Fax: (970) 346-8324



Swink Office:
P.O. Box 505
Swink, CO 81077
Ph: (719) 384-5956
Fax: (719) 346-5959

QUOTATION

To: Town of Firestone
151 Grant Avenue
Firestone, CO 80520

Date: January 31, 2020

Job or Project: Firestone Bridge Repair / I-25 Frontage Road over St. Vrain River

TLM Constructors, Inc., will furnish all labor, material and equipment to complete the following scope of work at the unit prices quoted.

Item #	Client #	Description	Quantity	Unit	Unit Price	Total
5	202-00210	Removal of Concrete Pavement	70	SY	\$ 30.00	\$ 2,100.00
10	202-00220	Rem Asphalt Mat	51	SY	\$ 25.00	\$ 1,275.00
15	202-00246	Rem Asphalt Mat (Planing)(Special)	1453	SY	\$ 7.00	\$ 10,171.00
20	202-00504	Rem Exp Device	45	LF	\$ 304.00	\$ 13,680.00
25	208-00045	Conc Washout Str	1	EACH	\$ 975.00	\$ 975.00
30	208-00035	Aggregate Bag	100	LF	\$ 8.00	\$ 800.00
35	210-00425	Res Bridge Railing	84	LF	\$ 42.00	\$ 3,528.00
40	403-32741	Hot Mix Asphalt (Grading SG) (75) (PG 64-22)	27	TON	\$ 160.00	\$ 4,320.00
45	403-33741	Hot Mix Asphalt (Grading S) (75) (PG 64-22)	27	TON	\$ 160.00	\$ 4,320.00
50	403-34741	HMA (Gr SX) (75) (PG 64-22)	174	TON	\$ 145.00	\$ 25,230.00
55	518-01004	Br Expan Device (0-4 In)	43	LF	\$ 275.00	\$ 11,825.00
60	518-01060	Br Expan Device (Gland) (0-4 In)	43	LF	\$ 78.00	\$ 3,354.00
65	518-03000	Saw and Seal Br Joint	90	LF	\$ 25.00	\$ 2,250.00
70	601-03040	Concrete Class D (Bridge)	4.5	CY	\$ 2,560.00	\$ 11,520.00
75	602-00020	Reinf Steel (Epoxy)	380	LB	\$ 4.50	\$ 1,710.00
80	626-00000	Mobilization	1	L S	\$ 20,850.00	\$ 20,850.00
85	627-00004	Epoxy Pavement Marking	500	SF	\$ 6.00	\$ 3,000.00
90	630-00016	Traffic Control (Special) LS	1	L S	\$ 17,500.00	\$ 17,500.00
						\$ -
		Bid Total				\$ 138,408.00

Notes:

- Payment terms per CDOT Specifications.
- Material Testing is not included in our quote, this cost may be added if requested.
- It is anticipated that construction will require road closure for 30 Calendar Days.
- Billing quantity will be based on actual quantity placed.

Exclusions:

Surveying
Bond (Add 1.50% if Required)
Engineering
Material Testing

Night Work or Night Work Lighting
Erosion Control Inspections / SWAMP
Waterproofing Membrane on Bridge Deck
Deck Surface Repair or Patching

Quality, Our Unspoken Promise

EQUAL OPPORTUNITY EMPLOYER

Terms: Monthly Progress Payments Final Payment upon completion.
A 1.5% FINANCE CHARGE (which is an ANNUAL PERCENTAGE RATE OF 18%) will be added
each month to all past due accounts.

Conditions: 1. Prices quoted herein include Sales, Use and Transportation taxes. (NA Exempt Project)
2. This quotation may be withdrawn or modified by **TLM Constructors, Inc.** if not accepted
within 10 days from date.
3. Delivery of products or performance of services herein quoted is subject to delays
occasioned by circumstances beyond our control.

Accepted _____

TLM Constructors, Inc.

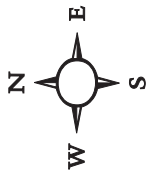
By _____

Signed Aaron L. mills

Date _____

Name Aaron L. Mills
Title President

If quote is acceptable, please sign in the space provided above and return a copy to us.



ROAD CLOSURE WITH DETOUR M.U.T.C.D TA-8

I-25 EAST FRONTAGE ROAD (CR 9 1/2) BETWEEN SH 119 AND SH 66

*NOT TO SCALE

- *MESSAGE BOARDS WILL BE PLACED (7) DAYS PRIOR TO ROAD CLOSURE FOR DETOUR NOTIFICATION
- *ALL DEVICES SHALL BE NCHRP-350 COMPLIANT
- *PEDESTRIANS AND BICYCLIST ARE TO USE DETOUR ROUTE
- *EMERGENCY SERVICES WILL BE NOTIFIED OF CLOSURE AND WILL USE DETOUR ROUTE



SCHEDULE OF DEVICES

3	DETOUR AHEAD	W20-2	36" X 36"
1	BRIDGE OUT 2 MILES	R11-2	60" X 30"
1	BRIDGE OUT .1 MILE	R11-2	60" X 30"
2	BRIDGE OUT	SPECIAL	48" X 30"
2	DETOUR ARROW	W1-6	48" X 24"
8	DETOUR RT/LT	M4-9	30" X 24"
2	ROAD CLOSED AHEAD	W20-3	36" X 36"
2	BUSINESS ACCESS OPEN	SPECIAL	30" X 24"
2	MESSAGE BOARDS		
30	DRUMS		
8	BARRICADES		

APPROVAL:

BY: _____
TLM CONSTRUCTORS

BY: _____
TOWN OF FIRESTONE

BY: *Jared Bodine*
ROADWAY SAFETY SOLUTIONS, LLC

Owner	COLORADO DEPT. OF TRANSPORTATION		
Project Name	ST. VRAIN BRIDGE		
Prime Contractor	TLM CONSTRUCTORS		
Phone	970-483-9800	Sheet Number	1
Prepared By	JARED BODINE		
Project Number			
Traffic Control Contractor	ROADWAY SAFETY SOLUTIONS, LLC		
Date	JANUARY 23, 2020		

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 10.b

Discussion/Action

Meeting Date: February 12, 2020

Initiated By: Jessica Koenig

Dept: Town Clerk

AGENDA TITLE

Resolution 20-20: A RESOLUTION OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING A TABOR ELECTION ON APRIL 7, 2020, FIXING THE BALLOT TITLE AND QUESTION

SUMMARY

The next Regular Municipal Election is April 7, 2020. April 7, 2020, is one of the dates that TABOR ballot issues can be submitted to the eligible electors. This resolution would authorize a TABOR election for April 7, 2020, and fix the ballot title and question. The ballot issue question would authorize the expansion of the purpose for which 0.6% of the Town's current 3.6% sales and use tax can be expended without increasing the current total sales and use tax rate of 3.6%.

HISTORY AND PREVIOUS BOARD ACTION

At the November 7, 2017 Coordinated Election, Ballot Issue 2A regarding a tax increase for the financing of the construction of a new Firestone Police Station was approved.

At the January 15, 2020 Board of Trustees Work Session, proposed ballot language was discussed by the Board.

At the January 22, 2020 Board of Trustees Regular Meeting, proposed ballot language was discussed by the Board. The Board reached a consensus to place a resolution on the February 12, 2020 Regular Board of Trustees agenda to fix the proposed ballot language.

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

1. Ballot Language Resolution

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 20-20

A RESOLUTION OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING A TABOR ELECTION ON APRIL 7, 2020, FIXING THE BALLOT TITLE AND QUESTION

WHEREAS, the Town of Firestone (the “Town”), is a Colorado statutory town duly organized and existing under laws of the State of Colorado; and

WHEREAS, the members of the Board of Trustees of the Town (the “Board of Trustees”) have been duly elected and qualified; and

WHEREAS, Article X, Section 20 of the Colorado Constitution (“TABOR”) requires voter approval for any new tax, the creation of any debt and for spending certain moneys above limits established by TABOR; and

WHEREAS, TABOR requires the Town to submit ballot issues (as defined in TABOR) to the Town’s electors on limited election days before action can be taken on such ballot issues; and

WHEREAS, April 7, 2020, is one of the dates at which ballot issues may be submitted to the eligible electors of the Town pursuant to TABOR; and

WHEREAS, the Board of Trustees hereby determines that it is necessary to submit to the electors of the Town, at a regular municipal election to be held on April 7, 2020, the question of increasing taxes for municipal purposes of the Town; and

WHEREAS, all elections of the Town are governed by the Colorado Municipal Election Code unless otherwise provided by ordinance; and

WHEREAS, the Board of Trustees now determines it is necessary to submit to the electors of the Town, at the election on April 7, 2020, a ballot issue question authorizing the expansion of the purposes for which .6% of the Town’s current 3.6% sales and use tax can be expended; and

WHEREAS, it is necessary to set forth certain procedures concerning the conduct of the election.

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

Section 1. All action heretofore taken (not inconsistent with the provisions of this resolution) by the Town and the officers thereof, directed towards the election and the objects and purposes herein stated is hereby ratified, approved and confirmed.

Section 2. Unless otherwise defined herein, all terms used herein shall have the meanings defined in the Uniform Election Code of 1992, Title 1, Articles 1 through 13, C.R.S., as

amended (the “Uniform Election Code”) and Title 31, Article 10, C.R.S., as amended (the “Municipal Election Code”).

Section 3. Pursuant to TABOR and the Municipal Election Code of 1992, and all laws amendatory thereof and supplemental thereto, the Town hereby determines that a regular election shall be held within the Town on April 7, 2020 (the “election”), and that there shall be submitted to the eligible electors of the Town the question set forth herein. The Board of Trustees hereby determines that at the regular election to be held on April 7, 2020, there shall be submitted to the eligible electors of the Town the question set forth in Section 4 hereof. The election will be held as a mail ballot election, and the Board of Trustees hereby determines that the Town clerk shall conduct the election on behalf of the Town.

Section 4. The following ballot issue, certified in substantially the form set forth below, is hereby referred to the registered electors of the Town and shall appear on the ballot of the Town at the election with the following ballot title which is set pursuant to Section 31-11-111, C.R.S.:

WITHOUT INCREASING THE CURRENT TOTAL SALES AND USE TAX RATE OF 3.6%, SHALL THE TOWN OF FIRESTONE BE AUTHORIZED TO EXPAND THE PURPOSES FOR WHICH THE .6% SALES AND USE TAX (APPROVED IN 2017) CAN BE USED TO INCLUDE:

- OPERATION AND MAINTENANCE OF THE POLICE AND MUNICIPAL COURT FACILITY;
- CONSTRUCTION, OPERATION AND MAINTENANCE OF OTHER TOWN FACILITIES,

AND PROVIDED FURTHER THAT THE EXISTING LIMITATIONS IMPOSED BY THE 2017 BALLOT QUESTION, INCLUDING FOR A PERIOD NOT TO EXCEED TWENTY-FIVE YEARS, SHALL REMAIN IN FULL FORCE AND EFFECT?

Section 5. The Town clerk is hereby appointed as the designated election official of the Town for purposes of performing acts required or permitted by law in connection with the election.

Section 6. If a majority of the votes cast on the question to authorize imposition of taxes submitted at the election shall be in favor of imposing such taxes as provided in such question, the Town, acting through the Board of Trustees, shall be authorized to proceed with the necessary action to impose such taxes in accordance with such questions.

Any authority to impose taxes, if conferred by the results of the election, shall be deemed and considered a continuing authority to contract the imposition of such taxes so authorized at any one time, or from time to time, and neither the partial exercise of the authority so conferred, nor any lapse of time, shall be considered as exhausting or limiting the full authority so conferred.

Section 7. Pursuant to Section 31-10-1308(2), C.R.S., any election contest arising out of a ballot issue or ballot question election concerning the order of the ballot or the form or content of the ballot title shall be commenced by petition filed with the proper court within five days after the title of the ballot issue or ballot question is set.

Section 8. The officers of the Town are hereby authorized and directed to take all action necessary and appropriate to effectuate the provisions of this resolution.

Section 9. If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall in no manner affect any remaining provisions of this resolution.

Section 10. All resolutions or parts of resolutions inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 11. The effective date of this resolution shall be immediately upon adoption.

INTRODUCED, READ AND ADOPTED this 12th day of February, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

STATE OF COLORADO)
)
COUNTY OF WELD) SS.
)
TOWN OF FIRESTONE)

I, Jessica Koenig, the Town clerk of the Town of Firestone, Colorado (the “Town”), do hereby certify:

1. The foregoing pages are a true and correct copy of a resolution (the “Resolution”) passed and adopted by the Board of Trustees of the Town (the “Board of Trustees”) at a regular meeting of the Board of Trustees held on February 12, 2020.

2. The Resolution was duly introduced, moved and seconded and passed at the regular meeting of February 12, 2020, by an affirmative vote of a majority of the members of the Board of Trustees as follows:

Name	“Yes”	“No”	Absent	Abstain
Bobbi Sindelar, Mayor				
Drew Peterson, Mayor Pro Tem				
Don Conyac, Trustee				
George Heath, Trustee				
Frank A. Jimenez, Trustee				
Samantha Meiring, Trustee				
Douglas Sharp, Trustee				

3. The members of the Board of Trustees were present at the meeting and voted on the passage of such Resolution as set forth above.

4. The Resolution was approved and authenticated by the signature of the Mayor, sealed with the Town seal, attested by the Town clerk and recorded in the minutes of the Board of Trustees.

5. There are no bylaws, rules or regulations of the Board of Trustees which might prohibit the adoption of said Resolution.

6. Notice of the regular meeting of February 12, 2020, in the form attached hereto as Exhibit A was posted at the _____, _____, Firestone, Colorado, not less than twenty-four hours prior to the meeting in accordance with law.

Town clerk

(SEAL)

EXHIBIT A
(Attach Notice of Meeting)

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 10.c

Discussion/Action

Meeting Date: February 12, 2020

Initiated By: Jessica Clanton

Dept: Finance

AGENDA TITLE

Enterprise Managed Vehicle Program Discussion

SUMMARY

This discussion is in regards to using a fleet leasing program through Enterprise Fleet Management to establish a proactive replacement plan that maximizes potential equity at time of resale, reduces operational expenses, and increases safety. By shifting from reactively replacing aged vehicles to planning vehicle purchases, the town will be able to replace 13 of its oldest vehicles and add an additional 5 vehicles within the 1st year while staying below current budget levels.

HISTORY AND PREVIOUS BOARD ACTION

Currently, 26% of the town's light and medium duty fleet is over 10 years old. See attached pictures for examples of aging fleet. Research has shown that older vehicles are less fuel efficient, have higher maintenance costs, tend to be more unreliable, and can negatively affect employee morale. There is also a major concern with the overall safety of the vehicles due to age and lack of current industry improvements. At the rate at which the town is cycling out fleet, it would take 18+ years to cycle out the entire fleet at current acquisition rates.

On January 23rd, the Fleet Purchase/Surplus Policy was put into place by Town Staff and was created to establish guidelines for annual budgeting. This policy provides criteria for determining when vehicles and equipment are eligible for replacement. This policy will ensure optimal performance and safety of all vehicle and equipment while minimizing the overall fleet cost.

RECOMMENDATION

Staff recommends moving forward with this leasing program and contracting with Enterprise Fleet Management.

ALTERNATIVES

Continue with the purchase of the 5 new vehicles and maintain the aging fleet.

ATTACHMENTS

1. 8 year Analysis - white fleet - revised 1-13
2. F_36
3. F_01
4. F_22

FINANCIAL CONSIDERATIONS

The Town budgeted \$268,000 for 5 new vehicles in 2020. With this program, the Town will be able to acquire 5 new vehicles with equipment as well as replace 13 vehicles for a total of \$195,000. Per the Fleet Planning Analysis that is attached and was performed by Enterprise, the Town could see an 8 year savings of \$264,000.

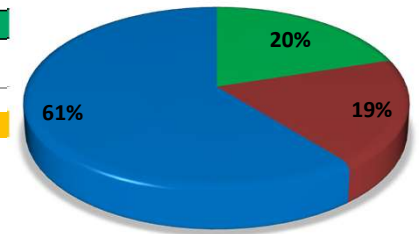
By partnering with Enterprise Fleet Management and cycling vehicles much sooner, it is estimated that the Town of Firestone will reduce maintenance costs by 50%-65% and lower fuel costs by 20%-30%. Leveraging an equity lease maximizes cash flow and recognizes equity from vehicles sold. Furthermore, the Town of Firestone can leverage Enterprises Fleet Management's ability to sell vehicles at an average of 110.4% above Black Book values.



Town of Firestone - Fleet Planning Analysis

Current Fleet	27	Fleet Growth	-0.85%	Proposed Fleet	32
Current Cycle	8.67	Annual Miles	5,800	Proposed Cycle	4.00
Maint. Cents Per Mile	N/A			Proposed Maint.	\$36.54
Current Maint.	\$125.00	Current MPG	10	Price/Gallon	\$2.30

Fleet Costs Analysis



Fleet Mix			Fleet Cost							Annual		
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
Average	27	3.0	27	0	130,000	0			40,500	42,849	213,349	0
'20	30	16	14	16	20,000	130,000	-59,000		28,016	36,320	155,336	58,013
'21	32	2	14	18	0	146,560	0		28,893	35,963	211,416	1,933
'22	32	3	11	23	0	171,400	-13,500		26,586	36,728	221,213	-7,864
'23	32	11	0	32	0	262,480	-66,000		14,032	30,606	241,119	-27,770
'24	32	16	0	32	20,000	130,000	0	-159,991	14,032	30,606	34,648	178,701
'25	32	2	0	32	0	146,560		-16,000	14,032	30,606	175,199	38,150
'26	32	3	0	32	0	171,400		-12,424	14,032	30,606	203,615	9,734
'27	32	11	0	32	0	262,480		-106,979	14,032	30,606	200,139	13,210
8 Year Savings											\$264,108	
Avg. Sustainable Savings											\$59,949	

Current Fleet Equity Analysis

YEAR	2020	2021	2022	2023	2024	Under-Utilized
QTY	13	0	3	11	0	1
Est \$	4500	0	4500	6000	0	500
TOTAL	\$58,500	\$0	\$13,500	\$66,000	\$0	\$500
Estimated Current Fleet Equity**					\$138,500	

* Lease Rates are conservative estimates

**Estimated Current Fleet Equity is based on the current fleet "sight unseen"

and can be adjusted after physical inspection

Lease Maintenance costs are exclusive of tires unless noted on the lease rate quote.

KEY OBJECTIVES

Lower average age of the fleet

42% of the current light and medium duty fleet is over 10 years old

Resale of the aging fleet is significantly reduced

Reduce operating costs

Newer vehicles have a significantly lower maintenance expense

Newer vehicles have increased fuel efficiency with new technology implementations

Maintain a manageable vehicle budget

Challenged by inconsistent yearly budgets

Currently vehicle budget is underfunded





