



BOARD OF TRUSTEES
SPECIAL MEETING AGENDA

November 18, 2020
7:00 PM
2 Park Avenue
Firestone, Colorado

1. Access Information

1.a. Town of Firestone is inviting you to a scheduled Zoom meeting.

Topic: 11-18-2020 Board of Trustees Meeting
Time: Nov 18, 2020 07:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/89708855935?pwd=MmQ1ZW9ydjB6WjdpT0U3ZDc4ejRCZz09>

Meeting ID: 897 0885 5935

Passcode: 900008

One tap mobile

+16699009128,,89708855935#,,,,,0#,,900008# US (San Jose)

+12532158782,,89708855935#,,,,,0#,,900008# US (Tacoma)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

Meeting ID: 897 0885 5935

Passcode: 900008

Find your local number: <https://us02web.zoom.us/j/89708855935>

2. Call to Order & Roll Call

3. Pledge of Allegiance

4. Approval of Agenda

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

* 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.

6. Consent Agenda

- 6.a. Approval of October 28, 2020 Meeting Minutes
- 6.b. **Resolution 20-101**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ADAMS DATA MANAGEMENT LLC FOR OFF SITE RECORDS STORAGE SERVICES
- 6.c. **Ordinance 984**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ESTABLISHING A TWELVE MONTH MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR, AND THE ISSUANCE OF, ANY MANUFACTURED HOME PARK OR SUBDIVISION PERMITS FOR MANUFACTURED HOME DEVELOPMENTS, AS WELL AS THE ACCEPTANCE AND PROCESSING OF ANY APPLICATIONS FOR DEVELOPMENT OF ANY KIND THAT, IF GRANTED, COULD RESULT IN MANUFACTURED HOUSING DEVELOPMENTS
- 6.d. **Resolution 20-106**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE SUBMITTAL OF AN APPLICATION FOR A PEACE OFFICER'S MENTAL HEALTH SUPPORT GRANT
- 6.e. **Resolution 20-111**: A RESOLUTION OF THE TOWN BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, FINDING SUBSTANTIAL COMPLIANCE OF AN ANNEXATION PETITION FOR PROPERTY LOCATED AT LOT 2, AMENDED RECORDED EXEMPTION NO. 1313-03-04-AMRE-626, ACCORDING TO THE PLAT THEREOF RECORDED 12/17/2009 AT RECEPTION NO. 3665637, WELD COUNTY, COLORADO AND SETTING A PUBLIC HEARING ON THE PETITION IN ACCORDANCE WITH THE MUNICIPAL ANNEXATION ACT OF 1965
- 6.f. **Resolution 20-115**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING THE PARTIAL ASSIGNMENT OF INTEREST IN THE SUBDIVISION AGREEMENT FOR COTTONWOOD HOLLOW, FILING NO. 1 FROM MORTGAGE CONSULTANTS, LLC TO FORESTAR GROUP INC.

7. Land Development

- 7.a. **PUBLIC HEARING Ordinance 981**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND REENACTING IN THEIR ENTIRETY CHAPTERS 15.04 (BUILDING CODE), 15.06

* 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.

(INTERNATIONAL RESIDENTIAL CODE), 15.08 (NATIONAL ELECTRIC CODE), 15.10 (INTERNATIONAL EXISTING BUILDING CODE), 15.12 (INTERNATIONAL FUEL GAS CODE), 15.32 (INTERNATIONAL FIRE CODE), AND 15.36 (INTERNATIONAL ENERGY CONSERVATION CODE) OF THE FIRESTONE MUNICIPAL CODE; AMENDING TITLE 15 OF THE FIRESTONE MUNICIPAL CODE TO ADD A NEW CHAPTER 15.14 REGARDING ADOPTION OF THE 2018 INTERNATIONAL MECHANICAL CODE; AMENDING TITLE 15 OF THE FIRESTONE MUNICIPAL CODE TO ADD A NEW CHAPTER 15.16 REGARDING ADOPTION OF THE 2018 INTERNATIONAL PLUMBING CODE; AMENDING TITLE 15 OF THE FIRESTONE MUNICIPAL CODE TO ADD A NEW CHAPTER 15.18 REGARDING ADOPTION OF THE 2018 INTERNATIONAL PROPERTY MAINTENANCE CODE; AND AMENDING TITLE 15 OF THE FIRESTONE MUNICIPAL CODE TO ADD A NEW CHAPTER 15.20 REGARDING ADOPTION OF THE 2018 INTERNATIONAL SWIMMING POOL AND SPA CODE

- 7.b. **Resolution 20-116:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE FIRESTONE BUILDING ADMINISTRATIVE FEE SCHEDULE

8. Discussion/Action

- 8.a. **Resolution 20-112:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT FOR THE CONSTRUCTION OF DIVERSION FACILITIES AND DRAINAGE IMPROVEMENTS BETWEEN THE TOWN OF FIRESTONE AND THE LAST CHANCE DITCH COMPANY
- 8.b. **Resolution 20-113:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A WATERLINE EASEMENT AND RIGHT OF WAY DEED AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND VARRA COMPANIES, INC.
- 8.c. **Resolution 20-114:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND TIMBER LINE ELECTRIC AND CONTROL CORP FOR WATER DISTRIBUTION SCADA UPGRADE DESIGN SERVICES
- 8.d. **PUBLIC HEARING: Resolution 20-107:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS TO THE TOWN OF FIRESTONE'S 2020 BUDGET

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

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

8.e. PUBLIC HEARING: Resolution 20-108: 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, 2021 AND ENDING ON THE LAST DAY OF DECEMBER, 2021

8.f. Resolution 20-109: 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 2021 BUDGET YEAR

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

10. Reports

10.a. Frederick-Firestone Fire Protection District 2020 Third Quarter Service Report
(report only)

11. 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#: 6.a

Consent Agenda

Meeting Date: November 18, 2020

Initiated By: Jessica Koenig

Dept: Town Clerk

AGENDA TITLE

Approval of October 28, 2020 Meeting Minutes

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of the October 28, 2020 Draft Meeting Minutes

ALTERNATIVES

ATTACHMENTS

1. October 28, 2020 Board of Trustees Minutes

FINANCIAL CONSIDERATIONS

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
October 28, 2020

1. Access Information

1.a. Town of Firestone is inviting you to a scheduled Zoom meeting.

Topic: 10-28-2020 Board of Trustees Meeting

Time: Oct 28, 2020 07:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/88526229154?pwd=TXM3MIZrdmJMY1BYbSt4Qml2SWM2Zz09>

Meeting ID: 885 2622 9154

Passcode: 142961

One tap mobile

+16699009128,,88526229154#,,,,,0#,,142961# US (San Jose)

+12532158782,,88526229154#,,,,,0#,,142961# US (Tacoma)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

Meeting ID: 885 2622 9154

Passcode: 142961

Find your local number: <https://us02web.zoom.us/j/88526229154?pwd=TXM3MIZrdmJMY1BYbSt4Qml2SWM2Zz09>

2. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on October 28, 2020, at the Police Department, 2 Park Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:04 pm.

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar

Mayor Pro-tem: Frank A. Jimenez

Trustees: Don Conyac
David Whelan
Samantha Meiring

Sean Doherty
Doug Sharp

Staff: **Present:** Jan Sloat, Director of Human Resources; Paula Mehle, Director of FURA & Economic Development; Raelynn Ferrera, Assistant to the Town Manager; Katie Hansen, Director of Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Todd Bjerkaas, Director of Planning; Marty Ostholhoff, Planning Manager; David Montgomery, Chief of Police; Jessica Koenig, Town Clerk; AJ Krieger, Town Manager; & William Hayashi, Town Attorney

3. Pledge of Allegiance

Mayor Sindelar led the pledge of allegiance.

4. Approval of Agenda

Jessica Koenig, Town Clerk, disclosed a scrivener's error within the October 14, 2020 draft meeting minutes. The vote for Resolution 20-92 was not included within the October 14, 2020 meeting minutes. Ms. Koenig clarified that the vote for Resolution 20-92 was in the affirmative.

Motion by Trustee Conyac, **second** by Trustee Whelan, to Approve the Agenda

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp

No: None

Abstain: None

Motion carried.

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

Dean Rummel and Josh Woita of the Carbon Valley Recreation Center updated the Board on an upcoming election question and the closure of the rec center due to COVID-19.

6. Consent Agenda

Motion by Trustee Doherty, **second** by Trustee Sharp, to Approve the Consent Agenda

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp

No: None

Abstain: None

Motion carried.

6.a. Approval of October 14, 2020 Meeting Minutes

6.b. **Resolution 20-93:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN

OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE ST VRAIN VALLEY SCHOOL DISTRICT RE-1J FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM

6.c. **Resolution 20-102:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MCCi LLC FOR RECORDS MANAGEMENT SERVICES

6.d. **Resolution 20-104:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING THE PARTIAL ASSIGNMENT OF INTEREST IN THE SUBDIVISION AGREEMENT FOR COTTONWOOD HOLLOW, FILING NO. 1 FROM MORTGAGE CONSULTANTS, LLC TO MELODY HOMES, INC.

6.e. **Resolution 20-105:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AMENDMENT TO THE SUBDIVISION AGREEMENT FOR COTTONWOOD HOLLOW, FILING NO. 1

7. Proclamation

8. Presentation

8.a. Frederick-Firestone Fire Protection District Emergency Operations Plan

9. Land Development

9.a. **PUBLIC HEARING: Resolution 20-98:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR 19 & 26 CROSSINGS FILING NO. 1

Mayor Sindelar opened the public hearing for Resolution 20-98 and 20-99 at 7:21 pm.

Todd Bjerkaas, Director of Planning, presented to the Board of Trustees for Resolution 20-98 and 20-99.

Mickey Lebay of 105 S Sunset Street, Longmont, Colorado, the applicant, spoke about the project to the Board of Trustees.

Mr. Bjerkaas responded to Board questions regarding the criteria for fencing and the requirement of removable overhead powerlines.

There was no one present that wished to give public comment.

Mayor Sindelar closed the public hearing at 7:40 pm.

Motion by Trustee Whelan, **second** by Trustee Doherty, to Approve **Resolution 20-98**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR 19 & 26 CROSSINGS FILING NO. 1

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp

No: None

Abstain: None

Motion carried.

9.b. PUBLIC HEARING: Resolution 20-99: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY LOCATED WITHIN 19 & 26 CROSSINGS FILING NO. 1

Mayor Sindelar opened the public hearing for Resolution 20-98 and 20-99 at 7:21 pm.

Todd Bjerkaas, Director of Planning, presented to the Board of Trustees for Resolution 20-98 and 20-99.

Mickey Lebay, 105 S Sunset Street, Longmont, Colorado, the applicant, spoke about the project to the Board of Trustees.

Mr. Bjerkaas responded to Board questions regarding the criteria for fencing and the requirement of removable overhead powerlines.

There was no one present that wished to give public comment.

Mayor Sindelar closed the public hearing at 7:40 pm.

Motion by Trustee Whelan, **second** by Trustee Sharp, to Approve **Resolution 20-99**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY LOCATED WITHIN 19 & 26 CROSSINGS FILING NO. 1

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp

No: None

Abstain: None

Motion carried.

9.c. PUBLIC HEARING: Ordinance 982: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO AMENDING SECTIONS 16.3.3, 16.4.2, 16.6.4, 16.6.6, 16.6.8, 16.6.14, 16.7.2, 16.7.5, 16.11.3, 16.12.5, AND TABLES 4-1 AND 7.2 OF CHAPTER 16.04 (FIRESTONE DEVELOPMENT CODE) OF TITLE 16 OF THE FIRESTONE MUNICIPAL CODE

Mayor Sindelar opened the public hearing for Ordinance 982 at 7:43 pm.

Todd Bjerkaas, Director of Planning, presented to the Board of Trustees.

There was no one present that wished to give public comment.

Gregg Ten Eyck responded to Board questions regarding water dedication.

Mayor Sindelar closed the public hearing at 8:06 pm.

Motion by Trustee Conyac, **second** by Trustee Meiring, to Approve **Ordinance 982**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO AMENDING SECTIONS 16.3.3, 16.4.2, 16.6.4, 16.6.6, 16.6.8, 16.6.14, 16.7.2, 16.7.5, 16.11.3, 16.12.5, AND TABLES 4-1 AND 7.2 OF CHAPTER 16.04 (FIRESTONE DEVELOPMENT CODE) OF TITLE 16 OF THE FIRESTONE MUNICIPAL CODE

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp

No: None

Abstain: None

Motion carried.

9.d. Resolution 20-100: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ADOPTING THE FIRESTONE DEVELOPMENT REVIEW FEE SCHEDULE

Motion by Trustee Whelan, **second** by Mayor Pro Tem Jimenez, to Approve **Resolution 20-100**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ADOPTING THE FIRESTONE DEVELOPMENT REVIEW FEE SCHEDULE

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp

No: None

Abstain: None

Motion carried.

10. Discussion/Action

10.a. Ordinance 983: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTIONS 1.08.050 AND 13.08.010 OF THE

FIRESTONE MUNICIPAL CODE REGARDING THE TOWN'S SINGLE FAMILY
RESIDENTIAL WATER DEDICATION REQUIREMENT

Motion by Trustee Conyac, **second** by Trustee Meiring, to Approve **Ordinance 983**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTIONS 1.08.050 AND 13.08.010 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE TOWN'S SINGLE FAMILY RESIDENTIAL WATER DEDICATION REQUIREMENT

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp

No: None

Abstain: None

Motion carried.

10.b. Resolution 20-103: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE FIRESTONE NATIVE WATER DEDICATION POLICY

Motion by Trustee Meiring, **second** by Trustee Doherty, to Approve **Resolution 20-103**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE FIRESTONE NATIVE WATER DEDICATION POLICY

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp

No: None

Abstain: None

Motion carried.

10.c. 2021 Budget Discussion

10.d. Dias Functionality Discussion

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

There was no one present that wished to give public comment.

12. Reports

12.a. Staff

AJ Krieger, Town Manager, reminded the Board that there is a Special Meeting scheduled for November 18, 2020. Mr. Krieger reported that the room might be changed to the Training Room for the November 18, 2020 Board of Trustees meeting. Mr. Krieger reported that the Yard Waste Disposal event is scheduled for Thursday, Friday, and Saturday. Mr. Krieger also reported that this coming Friday afternoon all Town facilities would be sanitized. Mr. Krieger

reported that the Halloween Safety Night event is on Friday.

12.a.i. September Monthly Financial Report

Jessica Clanton, Director of Finance, summarized the September Monthly Financial Report and Third Quarter Financial Report.

12.b. Mayor

12.c. Trustees

13. Adjournment

Motion by Trustee Conyac, **second** by Trustee Meiring, to Adjourn at 9:49 pm, All in Favor, **Motion carried.**

Introduced and Approved the 18th of November, 2020.

TOWN OF FIRESTONE, COLORADO

ATTEST

Bobbi Sindelar, Mayor

Jessica Koenig, Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 6.b

Consent Agenda

Meeting Date: November 18, 2020

Initiated By: Jessica Koenig

Dept: Town Clerk

AGENDA TITLE

Resolution 20-101: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ADAMS DATA MANAGEMENT LLC FOR OFF SITE RECORDS STORAGE SERVICES

SUMMARY

There are approximately 60 boxes of Town records currently stored in the connex storage container. In preparation to move to the new Town Hall facility that is under construction, the connex storage container must be cleared of all contents. Additionally, the connex storage container will not be relocating to the new Town Hall facility. There is not space in the current Town Hall facility to accommodate the 60 boxes of records.

The Master Agreement with Adams Data Management, LLC DBA Access Records, is a five-year agreement for off-site records storage of the 60 boxes.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of Resolution 20-101

ALTERNATIVES

Provide staff with further direction

ATTACHMENTS

1. 20-101 Access Data Management Resolution
2. Access Agreement Off-Site Records Storage
3. Access Records Quote

FINANCIAL CONSIDERATIONS

The one-time services are estimated at \$427.80 to onboard the 60 boxes. The monthly fees are estimated at \$114.25.

RESOLUTION NO. 20-101

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE
TOWN OF FIRESTONE AND
ADAMS DATA MANAGEMENT LLC FOR OFF SITE RECORDS STORAGE
SERVICES**

WHEREAS, the Town of Firestone ("Town") is in need of off-site records storage services:
and

WHEREAS, the Town Clerk solicited bids from service providers and selected Adams Data Management LLC as the lowest, responsive qualified provider.

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

The Agreement between the Town of Firestone and Adams Data Management LLC for off-site records storage services 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 ___ day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney



MASTER AGREEMENT: Records Storage and Management Services

This Master Agreement ("Agreement") is made between Adams Data Management LLC ("ACCESS") and Town of Firestone ("CLIENT").

CLIENT engages ACCESS to provide the Storage and Services described herein, subject to the attached Terms and Conditions. CLIENT has received, read and accepts the Terms and Conditions.

CLIENT acknowledges and agrees the declared value of all Records (defined herein) is set forth in Paragraph 10 of the Terms and Conditions.

CLIENT agrees to pay ACCESS for its services in accordance with its then current Price Schedule.

IN WITNESS WHEREOF, ACCESS and CLIENT (each a "Party" and collectively, the "Parties") have caused this Agreement to be executed by its duly authorized representatives, to be effective as of the last signature date below (the "Effective Date").

ACCESS

CLIENT

Street Address	<u>500 Unicorn Park Drive</u>	Street Address	<u>151 Grant Ave</u>
City, State Zip:	<u>Woburn, MA 01801</u>	City, State Zip:	<u>Firestone, CO 80250</u>
Print Name	<u>Brian Bliss</u>	Print Name	<u>Bobbi Sindelar</u>
Title	<u>Sales Manager</u>	Title	<u>Mayor</u>
Signature		Signature	<u></u>
Date (MM/DD/YYYY):	<u>10/13/2020</u>	Date (MM/DD/YYYY):	<u></u>



TERMS AND CONDITIONS

1. STORAGE AND RELATED SERVICES

CLIENT hereby engages ACCESS to store and provide services in connection with (collectively, "Storage Services") CLIENT's documents, media, open shelf storage, electronic or digital images and records and other deposit items (collectively, the "Records") subject to the terms and conditions of this Agreement. By providing any Records to ACCESS or receiving Services from ACCESS, CLIENT accepts the terms of this Agreement.

2. DESTRUCTION SERVICES

- A. Destruction of Records in Storage - ACCESS may provide services for the secure destruction of Records ("Destruction Services") held in storage by ACCESS if requested by CLIENT. If CLIENT requests, ACCESS will furnish a Certificate of Destruction to CLIENT. CLIENT hereby releases ACCESS from any liability, damages or costs, including reasonable legal fees, (collectively, "Costs") arising from or relating to the destruction of Records pursuant to the CLIENT's request.
- B. Other Destruction Services - If CLIENT requests, as part of Destruction Services ACCESS may (i) provide shredding consoles and other equipment ("Consoles") in CLIENT's facilities for the collection of papers to be destroyed; (ii) service the Consoles on an agreed schedule or as needed; (iii) provide mobile on-site shredding on an agreed schedule or as needed; and/or (iv) securely destroy other materials as requested by CLIENT in writing. Consoles remain the property of ACCESS at all times, and CLIENT will not file any lien nor allow any lien to be filed against the Consoles. CLIENT shall place only office paper in Consoles. CLIENT shall reimburse ACCESS from any Costs arising from or relating to the destruction of any materials placed in the Consoles or tendered for destruction. CLIENT shall reimburse ACCESS for loss or damage to any Consoles and for any damage to ACCESS' shredders caused by non-paper products.

3. CONVERSION AND SOFTWARE SERVICES

- A. Conversion Services. If requested by CLIENT, ACCESS may provide scanning, imaging, and/or indexing services (collectively the "Conversion Services", and together with any other services under this Agreement, the "Services") in connection with CLIENT's Records. As a result of the Conversion Services, ACCESS shall deliver an electronic copy of the serviced Records, or other embodiment of its efforts ("Deliverables") as set forth in one or more statements of work (each an "SOW") mutually agreed upon by the Parties and made part of this Agreement. Criteria for acceptance of Conversion Services or Deliverables are set forth within each applicable SOW. Notwithstanding anything to the contrary herein or in any SOW, satisfactory completion and acceptance of any Conversion Services and/or Deliverables shall be deemed to have been delivered and accepted by CLIENT if CLIENT does not object in writing to such Conversion Services or Deliverables within thirty (30) days of receipt by CLIENT. CLIENT hereby acknowledges and agrees that it shall not control the manner, means or methods by which ACCESS performs any Conversion Services contained herein.
- B. Software Services. If CLIENT requests that ACCESS provide software services or any other services, the Parties shall execute the applicable addendum and attachments thereto.

4. OTHER TERMS FOR RECORD STORAGE, ACCESS AND DELIVERY

- A. CLIENT shall not at any time store with ACCESS any materials that would attract insects or vermin, are highly flammable, explosive, toxic, radioactive, dangerous or illegal to possess or store, or that are otherwise deemed by ACCESS, in its sole discretion, to represent a hazard ("Prohibited Materials"). ACCESS reserves the right, but is not obligated, to inspect any Records and may refuse to accept and/or remove and redeliver to CLIENT any Prohibited Materials. CLIENT shall also not provide or store with ACCESS any memorabilia or collectibles, materials having historical value (such as fossils or historical manuscripts, journals or photographs), artwork, negotiable instruments, jewelry, currency or other items that have intrinsic market value. CLIENT shall reimburse ACCESS for any direct Costs arising from or relating to CLIENT's breach of this Paragraph 4A.
- B. CLIENT shall encrypt all electronic Records that include any personally identifiable information, nonpublic personal information, sensitive financial information, protected health information, or any other information where such other information is required by any state or Federal law to be encrypted either in transit or at rest or is otherwise subject to regulation governing its disclosure to third parties, before transmitting or otherwise delivering those Records to ACCESS. CLIENT shall use the most rigorous encryption methods reasonably available for the type of records being provided, but in no event less than required by applicable law or otherwise reasonable under prevailing National Institute of Standards and Technologies standards. All encrypted data must be in a format that is acceptable to ACCESS and is unusable, unreadable or indecipherable to unauthorized individuals. ACCESS will not verify whether such electronic Records are properly encrypted, and CLIENT shall reimburse ACCESS for any direct Costs arising from CLIENT's breach of this Paragraph 4B.
- C. ACCESS reserves the right to re-box or refuse any Records not received in a condition suitable for rack storage.
- D. ACCESS is not and shall not be deemed a contract or common carrier for any purpose. The pricing, valuation and liability provisions of this Agreement reflect that status, and shall apply to transportation services provided by ACCESS.
- E. CLIENT agrees that any failure or delay in ACCESS transporting Records or providing other Services within a reasonable period of time shall not constitute a breach of this Agreement or a conversion of goods, nor subject ACCESS to any liability, when such failure or delay results directly or indirectly from any act of God (earthquakes, floods, fires, etc.), communication or power system failures, labor disputes, unusual traffic delays or other reason beyond ACCESS' reasonable control.
- F. CLIENT acknowledges that each employee or other representative of CLIENT shall have full authority on behalf of CLIENT



to order or request any Services unless CLIENT otherwise requests, completes and returns to ACCESS an authorized representative list. Unless CLIENT instructs ACCESS otherwise in writing, CLIENT specifically authorizes ACCESS when performing deliveries to leave Records with any CLIENT representative, e.g. receptionist, who greets the ACCESS courier, even if CLIENT representative may not be an authorized representative.

- G. ACCESS shall have the right to refuse Services without liability when ACCESS is doubtful as to a requesting Party's authority, or when CLIENT's instructions are not complete to ACCESS' satisfaction. Any order for Services placed via ACCESS' web-based inventory program shall be deemed a valid order placed by an individual with authority to act on behalf of CLIENT.
- H. ACCESS may subcontract with any company that is, directly or indirectly, through one or more intermediaries, under the common control of any direct or indirect parent company of ACCESS (each, an "ACCESS Affiliate"), or any responsible third party, to perform all or part of the Services. ACCESS' use of contract employees shall not be deemed the use of a third party for purposes of this Paragraph. In the event a third party common carrier is used to transport CLIENT's materials, said carrier and not ACCESS shall be solely responsible for loss or damage to the materials while in the carrier's possession.
- I. Upon prior notification to CLIENT charges for hoisting, lowering and labor may be added to transportation costs if Records cannot be transported in the customary manner by elevator or stairs from a reasonably accessible location.
- J. Itemized lists or descriptions of contents of Records submitted to ACCESS or entered by CLIENT in ACCESS' inventory programs shall be considered for CLIENT'S recordkeeping and reference purposes only and shall not be considered proof that any documents referenced in such lists or descriptions are in fact included in the Records stored at ACCESS.
- K. Any changes to CLIENT's locations, Authorization List, and service schedules must be communicated in writing to ACCESS, and accepted by ACCESS in writing, in order to be effective.
- L. Any intellectual property or proprietary products used by ACCESS in connection with the Services are and shall remain the exclusive property of ACCESS or the third parties from whom ACCESS has secured the right to use such. CLIENT also acknowledges and agrees that it shall not control the manner, means or methods by which ACCESS performs any Services contained herein.

5. REPRESENTATIONS AND WARRANTIES

CLIENT represents and warrants that: (A) it is the owner or legal custodian of all Records and has full authority without any restrictions, to store and make decisions regarding Services to said Records; (B) it has the right to authorize the destruction of the Records for which CLIENT requests such destruction; (C) unless CLIENT has informed ACCESS in writing otherwise, CLIENT is not a "Covered Entity" or "Business Associate" as defined in 45 CFR Part 160. At such time as CLIENT may become a Covered Entity or Business Associate (if ever), then in the absence of a separate agreement, the terms of the Business Associate Agreement (or Business Associate Subcontractor Agreement if applicable) found at www.accesscorp.com/baa/ shall be and are specifically incorporated herein by reference and are binding upon the Parties as if fully set forth herein; (D) unless CLIENT has informed ACCESS in writing otherwise, neither CLIENT nor its Records are subject to the EU General Data Protection Regulation ("GDPR"). At such time as CLIENT's Records become subject to GDPR (if ever), then in the absence of a separate agreement, the terms of the GDPR Data Processing Addendum found at www.accesscorp.com/gdpr_terms shall be and are specifically incorporated herein by reference and are binding upon the Parties as if fully set forth herein; and (E) none of its Records require protection from foreign persons because they contain technical information regarding defense articles and services within the meaning of ITAR/EAR, the International Traffic in Arms Regulations or technical data within the meaning of the Export Administration Regulations. If any Records do contain such information, CLIENT shall notify ACCESS of the specific Records that contain such information and acknowledges that special storage and service rates shall apply thereto. CLIENT shall reimburse ACCESS for any Costs arising from or relating to the breach of CLIENT's representations and warranties in this Paragraph 5. Except as expressly provided in this Agreement, ACCESS provides all Services AS IS, AS Available and With All Faults, and ACCESS expressly disclaims any and all representations and warranties, including any warranty of suitability, or fitness for a particular purpose, or arising out of a course of dealing.

6. RATES AND PAYMENT

CLIENT agrees to pay to ACCESS charges for Services as set forth in the attached price schedule(s) (the "Price Schedule") and any applicable SOW(s), all of which are incorporated herein by reference. Time is of the essence for all payments. ACCESS may amend pricing and Services in the Price Schedule from time to time in its discretion thirty (30) days after notice of any change is sent to CLIENT, provided that Storage charges are fixed for the first 1 year(s) following the Agreement Effective Date. Notice under this Paragraph 6 may be sent by email, fax or first class mail to an employee or representative of CLIENT. Rates are calculated based upon cubic footage, taking into consideration displacement of space in the storage shelving, and do not reflect an exact measurement of all stored items, but rather an agreed measurement between ACCESS and CLIENT for billing purposes. Records stored for a partial calendar month will be billed and payable on the basis of a full month. Software subscription/license fees and storage charges are billed monthly in advance. Service charges are billed in arrears. Payment for all charges is due in full within Net 30 from the date of each ACCESS invoice. CLIENT must give written notice of any dispute with any charge in an invoice within thirty (30) days from the date of the invoice and must pay the undisputed portion of the invoice with its notice or it will have waived the right to dispute the charge. Any disputed amounts resolved in favor of CLIENT will be credited to CLIENT's account and amounts payable to ACCESS will be paid within fifteen (15) days of dispute resolution. Payments received may be applied to the oldest invoices due. Amounts not paid by CLIENT when due shall accrue interest at the lesser of 18% per annum, compounded monthly, or the maximum amount allowed by



applicable law. CLIENT shall reimburse ACCESS upon invoice for all costs and fees, including reasonable attorneys' fees, incurred by ACCESS in collecting any amounts past due. For storage charges each month during the Term, CLIENT shall pay the greater of (A) the storage charges in the Price Schedule or (B) 80.00% of the highest monthly storage charge for the preceding twelve (12) months.

7. TERM

This Agreement shall be for an initial term of 5 years from the Effective Date, and shall automatically renew or be extended for successive one (1) year terms unless written notice of an intent not to renew or extend is delivered by either Party to the other not less than sixty (60) days prior to the date of expiration of the then current term or as otherwise defined in an SOW or Schedule. "Term" shall mean the initial term as extended or renewed. Notwithstanding the foregoing, the tendering of any items for Services by CLIENT to ACCESS in the absence of a signed Agreement shall constitute acceptance by CLIENT of all of the terms and conditions hereof. Upon the expiration or other termination of this Agreement for any reason, Records will be delivered to CLIENT or made available for pick-up by CLIENT, as CLIENT may request, and, if applicable, all ACCESS Consoles at CLIENT's facility shall be removed by ACCESS at a removal fee of fifty dollars (\$50.00) per Console. Any and all charges due to ACCESS under this Agreement, including but not limited to retrieval, permanent removal, dock access, delivery or destruction charges, must be paid in full in good funds prior to such delivery or removal of any Records. Notwithstanding any such expiration or other termination of this Agreement for any reason, (A) all terms of this Agreement, including charges for Storage Services, will continue to apply after such expiration or other termination until all Records are removed from ACCESS' facility and all of ACCESS' Consoles are removed from CLIENT's facility, (B) all limitations on liability provided herein shall survive, and (C) a Party's liability for breach, occurring prior to such expiration, termination, or later removal of Records and property, shall survive.

8. DEFAULT AND TERMINATION

CLIENT may terminate this Agreement upon a material breach of this Agreement by ACCESS, provided CLIENT first gives ACCESS written notice specifying such material breach and ACCESS fails to cure such breach, to the extent possible, within thirty (30) days of delivery of such notice. If CLIENT fails to pay any amount due hereunder when due, or otherwise materially breaches this Agreement and fails to cure such other breach within thirty (30) days of notice of such other breach, ACCESS, at its option, may terminate this Agreement upon written notice and seek recovery of damages resulting from CLIENT's nonpayment or other breach, and exercise any or all of the following remedies without terminating this Agreement: (A) if any amounts owed by CLIENT are outstanding for forty-five (45) days or more past the invoice date, ACCESS may either (i) redeliver CLIENT's Records to CLIENT at its address herein (for which permanent removal, delivery, preparation of inventory reports, data extraction and other charges will apply pursuant to the Price Schedule), or (ii) refuse or suspend access to Services, Deliverables, and Records until all outstanding invoice(s) are paid in full. If Services are suspended, CLIENT will remain responsible for payment of all charges accruing during such suspension; (B) if CLIENT is in arrears in its payment obligations for a period of three (3) months or longer past any invoice date, ACCESS may destroy the Records at CLIENT's expense and without liability to CLIENT following ten (10) business days advance written notice of such destruction by certified mail addressed to CLIENT at the address herein, and/or (C) exercise such other rights and remedies as may be allowed at law or in equity as if specific remedies were not herein provided. In the event ACCESS takes any actions in accordance with this Paragraph it shall have no liability to CLIENT, and CLIENT shall reimburse Access for Costs arising from or relating to any actions taken by ACCESS in accordance with this Paragraph, including the disposal or destruction of any materials. All remedies provided in this Agreement are cumulative and may, at the election of ACCESS, be exercised alternatively, successively or in any other manner. ACCESS shall be entitled to its reasonable attorneys' fees, whether or not any litigation or other action is commenced, in the event of any breach by CLIENT of this Agreement. With respect to ACCESS' right to dispose of the Records under 8(B) above, CLIENT acknowledges that, because the Records have minimal or no value to a third party and Confidential Information (defined below) may be unlawfully exposed, the sale of the Records would not be reasonably possible, and the disposal of the Records is the only reasonable way for ACCESS to mitigate its damages.

9. CONFIDENTIALITY

ACCESS acknowledges that it may store and have access to: (A) Records that may be of a confidential nature relating to CLIENT's property, business and affairs, and/or contain personal information of individuals that may be protected by law from unauthorized disclosure, or (B) other non-public and proprietary information of the CLIENT in connection with this Agreement. CLIENT acknowledges that it will have access to proprietary and confidential information of ACCESS whether or not such information is marked proprietary or confidential, including but not limited to pricing, contract terms and conditions (including this Agreement), audit reports or attestations, SOPs, financial information, vendor information and/or technical information and coding relating to ACCESS' software and inventory programs as well as its vendors. (The confidential and proprietary information of both Parties is hereinafter referred to as "Confidential Information"). Each Party shall exercise the same degree of care in safeguarding Confidential Information of the other Party that a careful and reasonable company would exercise with respect to similar records of its own. Without limiting the obligations of the Parties to safeguard Confidential Information, neither Party shall disclose Confidential Information to competitors, customers or potential customers of the other Party. The liability of ACCESS for any unauthorized disclosure of any Confidential Information shall be limited as set forth in Paragraph 10 hereof... Access to Confidential Information of a Party shall be restricted by the receiving Party to those individuals necessary to perform the Services hereunder or to properly utilize the Confidential Information for its intended purposes in connection with this Agreement. In the event that a Party is under a legal obligation to disclose Confidential Information (or to disclose Records that may not constitute "Confidential Information" of CLIENT), that Party may do so without breach of this Agreement



so long as, to the extent lawful and reasonably possible, the other Party is provided prior written notice. The Party legally required to disclose Confidential Information shall be reimbursed legal fees and costs for compliance with any such legal obligation. Confidential Information shall not include information that (i) is or may become publicly available without breach of this Agreement, (ii) was possessed by one Party prior to receipt from the other Party, or (iii) is or becomes lawfully available to a Party from a third party free of confidentiality obligations.

10. LIABILITY LIMITATIONS

- A. **Declaration of Valuation.** CLIENT declares the value of all Records to be (i) \$1.00 per box, carton, linear foot of open shelf files or other hard copy storage unit (or gigabyte of electronic Records) or (ii) the actual replacement cost for the physical media with respect to tapes, cartridges, cassettes or other non-paper media, unless agreed to otherwise in a signed attachment to this Agreement.
- B. **Stored Records and Electronic Media.** ACCESS and ACCESS Affiliates shall not be liable for any loss or damage to Records, however caused, unless such loss or damage results from a failure by ACCESS or ACCESS Affiliates to exercise that care that a reasonably careful person would exercise under like circumstances, in which case ACCESS' or ACCESS Affiliates' liability, if any, for such loss or damage to Records shall not exceed the valuation in Paragraph 10A above. Without limiting the generality of the foregoing, ACCESS and ACCESS Affiliates are not liable or responsible for (i) loss or damage arising from Acts of God, casualty, gradual deterioration of Records or media, vermin, labor disturbances, any governmental act or other cause beyond its reasonable control, or (ii) the repair, replacement or restoration of lost or damaged images, data or other property. Records are not insured by ACCESS against loss, damage or destruction, however caused. CLIENT must insure all Records at its own expense. CLIENT shall cause such insurers of Records to waive any right of subrogation or any other method of recovery against ACCESS.
- C. **Other Claims.** ACCESS' and ACCESS Affiliates' maximum liability with respect to (i) the unauthorized disclosure of Confidential Information shall be six (6) charges paid by CLIENT for such Services immediately preceding the service from which the claim arose; (ii) any Storage or Destruction Services rendered hereunder is six (6) months of charges paid by CLIENT for such Services immediately preceding the service from which the claim arose.
- D. **Certain Damages.** ACCESS AND ACCESS AFFILIATES WILL NOT IN ANY EVENT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) RELATED TO THIS AGREEMENT OR ARISING FROM THE SERVICES, INCLUDING BUT NOT LIMITED TO THE ACCESS TO OR USE OF OR THE INABILITY TO ACCESS OR USE THE SERVICES, UNDER ANY CAUSE OF ACTION WHATSOEVER, INCLUDING CONTRACT, WARRANTY, STRICT LIABILITY, OR NEGLIGENCE, EVEN IF ACCESS OR ACCESS AFFILIATES HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES..
- E. **Other.** ACCESS and ACCESS Affiliates shall not be liable for any loss or damage occasioned by any misunderstanding of any requests, orders or instructions received from any ostensible CLIENT employee or representative. ACCESS and ACCESS Affiliates will not be responsible for mis-deliveries made in good faith in reliance on orders given by any ostensible employees or representatives of CLIENT. With respect to obligations under this Agreement not otherwise addressed in this Paragraph 10, ACCESS' and ACCESS Affiliates' aggregate liability for any and all claims shall not exceed the amount paid to ACCESS by CLIENT for such Service (including but not limited to Services in connection with electronic conversion, software services and other Services added through addendum, if applicable) for the three (3) month period preceding the claim by CLIENT.
- F. The limitations of liability in this Paragraph 10 and otherwise in this Agreement shall apply irrespective of the cause of loss, damage, or destruction of Records or Services and CLIENT acknowledges that the amounts it is charged under this Agreement reflect that ACCESS is relying on such limitations of liability. In the event of any conflict between this Paragraph 10 and any other term or provision, whether contained herein or in any other agreement between the Parties (regardless of whether such other agreement is executed before or after this Agreement), this Paragraph 10 will control.

11. CLAIMS AND DISPUTE RESOLUTION

- A. A written claim by CLIENT for loss, damage or destruction of Records must be made not later than thirty (30) days after: (i) redelivery of Records to CLIENT; or (ii) CLIENT is notified by ACCESS of loss, damage or destruction of Records; or (iii) CLIENT otherwise has notice of such loss, damage or destruction, whichever is shorter. Such timely written claim is a condition precedent to recovery.. Notwithstanding the foregoing, no action, regardless of form, arising out of or in connection with this Agreement (other than an action by ACCESS for any amount due to ACCESS) may be brought more than one year after the cause of action has arisen, except as may otherwise be required by applicable law. ACCESS and CLIENT shall use reasonable efforts to resolve by negotiation any claim, controversy, or dispute arising out of or relating to this Agreement, or any interpretation or breach of this Agreement or performance under this Agreement, for a period of at least fifteen (15) days after such claim or other dispute arises.
- B. If ACCESS and CLIENT are unable to resolve any claim, controversy or dispute as provided in Paragraph 11A, then any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of its dispute resolution provisions, shall be determined by arbitration in a location mutually agreed to by the Parties, before a single arbitrator. The Parties agree: (i) to arbitrate solely on an individual basis, and (ii) that this Agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. Any arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. This clause shall not preclude the Parties from seeking provisional remedies in



aid of arbitration from a court of appropriate jurisdiction.

12. INDEMNIFICATION Intentionally Omitted

13. EXCLUSIVE PROVIDER Intentionally Omitted

14. PUBLICITY

Neither Party shall cause the publication of any press release or other announcement with respect to this Agreement or the Parties' relationship without the prior written consent of the other Party, unless otherwise required by law.

15. INTEGRATED AGREEMENT

This Agreement, along with the Price Schedule(s) and any signed addendums and statements of work hereto, constitutes the entire agreement of the Parties and supersedes and replaces any other agreement (oral or written), proposal or understanding as it relates to the Services. No term or condition on CLIENT's purchase order or any other instrument, agreement or understanding shall be binding upon ACCESS unless specifically agreed to by ACCESS in writing physically signed in ink by a representative of ACCESS.

16. MISCELLANEOUS

All notices and claims under this Agreement, other than routine requests for Services and notices under Paragraph 6, shall be in writing and delivered either personally or by registered or by certified mail, postage prepaid, or by recognized overnight courier service to the address set forth below the signature on this Agreement or at such other place as either of the Parties may from time to time designate in writing in a notice given in accordance with this provision. Notice shall be effective on the date of actual personal service or the third business day after the postmark on the registered or certified mail, as the case may be, or on the date of delivery to such address if sent by recognized overnight courier service. This Agreement binds the heirs, executors, successors and assigns of the respective Parties, provided that this Agreement may not be assigned by CLIENT (other than to an affiliate which shall assume the obligations of its assignor by written instrument) without the written consent of ACCESS, which shall not be unreasonably withheld. ACCESS may assign this Agreement upon a sale, corporate merger, corporate re-organization or change of control of ACCESS or any affiliate thereof. Nothing in this Agreement, whether express or implied, is intended to create or confer any rights or remedies in favor of any Parties other than ACCESS and CLIENT and their respective successors and permitted assigns, nor shall any provision give any third party any rights or remedies against any Party to this Agreement. ACCESS may amend this Agreement by providing CLIENT with notice of any such amendment by email, fax or mail, or by posting an update of these terms to ACCESS' website. Any such change shall take effect 30 days following ACCESS' providing of that notice. CLIENT's continued receipt of Services following that date constitutes CLIENT's acceptance of such amended terms. Otherwise, no amendment to this Agreement may be made except in writing signed by an authorized officer of ACCESS and CLIENT. If any provision of this Agreement is determined to be illegal or otherwise unenforceable by a court of competent jurisdiction then, to that extent it shall be limited, or severed and deleted from this Agreement, and the remaining portions hereof shall survive, remain in full force and effect and shall be interpreted to give effect to the intention of the Parties. The failure of either Party to exercise any of its rights under this Agreement or to require the performance of any term or provision of this Agreement, or the waiver by either Party of a breach of this Agreement, shall not prevent a subsequent exercise or enforcement of such rights or be deemed a waiver of any subsequent breach of the same or any other term or provision of this Agreement. A waiver of any right under this Agreement shall be effective only if in writing and signed by the authorized officer of the Party against which such waiver is to be enforced. This Agreement may be executed in one or more counterparts, all of which together will constitute one and the same instrument. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more Parties, and an executed copy of this Agreement may be delivered by one or more Parties by facsimile or similar electronic transmission device pursuant to which the signature of such Party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. This Agreement evidences transactions involving interstate commerce, and shall be governed by and construed in accordance with the laws of the State of Colorado without regard to the principles of the conflicts of law, provided, The Parties hereby consent to the exclusive jurisdiction of the District Court of Weld County as the venue for any legal action arising out of or relating to this Agreement.





Schedule A Town of Firestone

Record Center Storage

Container storage - (per cu/ft)	\$0.3900	Per 30 Days
File Tracking	\$0.0200	
Minimum Monthly Storage	\$80.0000	Per Month
Initial Onboarding - Add New Container (per cu/ft)	\$2.5000	

Record Center Services

Add New Container (per cu/ft)	\$2.5000	
Retrieve Container (per cu/ft)	\$3.5000	
Retrieve Container - Destruction (per cu/ft)	\$3.5000	
Retrieve Container - Permanent Removal (per cu/ft)	\$3.5000	
Refile Container (per cu/ft)	\$3.5000	
Add New File	\$1.8000	
Retrieve File	\$4.0000	
Retrieve File - Destruction	\$4.0000	
Retrieve File - Permanent Removal	\$4.0000	
Refile File	\$4.0000	
Destruction - Certified Shred Container (per cu/ft)	\$5.0000	Plus retrieval
Destruction by Certified Shred - File (Boxed or Open Shelf)	\$2.5000	Plus retrieval
Permanent Removal Container (per cu/ft)	\$5.0000	Plus retrieval
Permanent Removal - Account Termination - Container	\$10.0000	Plus retrieval
Permanent Removal File	\$3.0000	Plus retrieval

Transportation Services

Next Day Delivery / Pickup	\$30.0000
Transportation Handling - Container (per cu/ft)	\$2.4000
Transportation Handling - File	\$1.0000
Additional Stops (Multiple locations/recipients)	\$5.0000
Wait Time (Minimum 1/4 Hour)	\$10.0000
Same Day Delivery / Pickup	\$43.0000
Rush Delivery	\$90.0000
After Hours Emergency Delivery	\$170.0000

Additional Services

Container Level Data Entry Performed by Access	\$0.7500	
Retrieve Container - Expedited (Priority Surcharge)	\$4.0000	
File Folder Level Indexing / Data Entry Performed by Access	\$0.8000	
Retrieve File - Expedited (Priority Surcharge)	\$4.0000	
Inter-File Document	\$5.0000	
File Not Found	\$4.0000	
Cancelled Request (per item)	\$6.0000	
Audit/Viewing/Floor Space Utilization Fee	\$50.0000	
Dock Access - (per cu/ft)	\$2.2500	
Dock Access - File	\$1.6000	
Repacking of Damaged Container	\$6.5000	Plus cost of new container
Labor (per hour)	\$50.0000	

* Storage charges are billed in advance, services billed in arrears.

* Retrievals are limited to 50 items per day or additional fees may apply.

* Fuel Surcharges apply to transportation activity and/or secure destruction services and will fluctuate depending on U.S. Department of Energy monthly statistics and industry scale.

* Any services not quoted will be charged at the standard rates which are available upon request.

CLIENT: _____



Access Online Tools: FileBRIDGE Records + FileBRIDGE METRICS	\$3.0000
AccessNotifi Breach Response Services + Business Credential Monitoring provided by Vero	\$30.0000
Phone/Email Reference (Order Entry Fee)	\$10.0000
Minimum Work Order Charge	\$10.0000
Administration Charge (Summary)	\$18.7500
Administration Charge (Detailed by Department)	\$40.0000
Information Security Surcharge	\$12.5000
Record Center Materials	

Access Storage Container (10x12x15)	\$3.0000
1.2 Standard Box / 10 Boxes & Lids Bundle	\$30.0000
2.4 Letter Transfile Box / 10 Boxes & Lids Bundle	\$70.0000
X-Ray Box / Individual Box	\$5.0000
Legal Transfile Box / 10 Boxes & Lids Bundle	\$90.0000
1.2 Box Lid (No Box) / Individual Lid Only	\$3.0000
Drawing Bags / Individual Bag	\$5.0000
X-Ray / 20 Box Bundle	\$145.0000
Microfiche or Check / Individual Box	\$3.0000
Legal Transfile/ Individual Box & Lid	\$9.0000

* Storage charges are billed in advance, services billed in arrears.

* Retrievals are limited to 50 items per day or additional fees may apply.

* Fuel Surcharges apply to transportation activity and/or secure destruction services and will fluctuate depending on U.S. Department of Energy monthly statistics and industry scale.

* Any services not quoted will be charged at the standard rates which are available upon request.

CLIENT: _____



Adams Data Management LLC
500 Unicorn Park Drive
Woburn, MA 01801

Customer Entity: Town of Firestone

Billing Address:
Jessica Koenig
151 Grant Ave
Firestone, CO 80250
United States

Delivery Address:

Jessica Koenig
151 Grant Ave
Firestone, CO 80250
United States

Prepared By: Anthony Iannicelli
Email: anthony.iannicelli@accesscorp.com
Contract Term: 60 months

Contact: Jessica Koenig
Email: jkoenig@firestoneco.gov
Quote Creation Date: 10/19/2020
Quote Expiration Date: 7/11/2020

Notes:

Recurring Services	Unit Price	Unit of Measure	Est. Quantity	Monthly Total
Minimum Monthly Storage	USD 80.0000	Per Invoice	1	USD 80.0000
Access Online Tools: FileBRIDGE Records + FileBRIDGE METRICS	USD 3.0000	Per Month	1	USD 3.0000
Administration Charge (Summary)	USD 18.7500	Per Invoice	1	USD 18.7500
Information Security Surcharge	USD 12.5000	Per Invoice	1	USD 12.5000
			TOTAL:	USD 114.2500

Branch	Estimated Cubic Feet
Denver CO	72.0

One-Time Services	Unit Price	Unit of Measure	Est. Quantity	Total
Initial Onboarding - Add New Container (per cu/ft)	USD 2.5000	Per Cubic Foot	72.0	USD 180.0000
Container Level Data Entry Performed by Access	USD 0.7500	Per Item	60	USD 45.0000
Next Day Delivery / Pickup	USD 30.0000	Per Trip	1	USD 30.0000
Transportation Handling - Container (per cu/ft)	USD 2.4000	Per Cubic Foot	72.0	USD 172.8000
			TOTAL:	USD 427.8000

Additional Services	Unit Price	Unit of Measure
Container storage - (per cu/ft)	USD 0.3900	Per Cubic Foot
Add New Container (per cu/ft)	USD 2.5000	Per Cubic Foot
Retrieve Container (per cu/ft)	USD 3.5000	Per Cubic Foot
Refile Container (per cu/ft)	USD 3.5000	Per Cubic Foot
File Folder Level Indexing / Data Entry Performed by Access	USD 0.8000	Per Item
Audit/Viewing/Floor Space Utilization Fee	USD 50.0000	Per Hour
Destruction - Certified Shred Container (per cu/ft)	USD 5.0000	Per Cubic Foot
Permanent Removal Container (per cu/ft)	USD 5.0000	Per Cubic Foot
1.2 Standard Box / 10 Boxes & Lids Bundle	USD 30.0000	Per Item
Repacking of Damaged Container	USD 6.5000	Per Item
AccessNotifi Breach Response Services + Business Credential Monitoring provided by Vero	USD 30.0000	Per Month

Additional Services	Unit Price	Unit of Measure
Same Day Delivery / Pickup	USD 43.0000	Per Trip
Rush Delivery	USD 90.0000	Per Trip
After Hours Emergency Delivery	USD 170.0000	Per Trip
Tier 2 Transportation	USD 18.0000	Per Trip
Tier 3 Transportation	USD 24.0000	Per Trip
Tier 4 Transportation	USD 30.0000	Per Trip
Scan on Demand - Next Day Digital Delivery - per file	USD 10.0000	Per File
Scan on Demand - Same Day Digital Delivery (per file)	USD 15.0000	Per File
Scan on Demand - Rush Digital Delivery (per file)	USD 30.0000	Per File
Scan on Demand - After Hours Delivery (per file)	USD 40.0000	Per File

Additional Fees	Percentage
Fuel Surcharge	7%

TERMS AND CONDITIONS

- 1 This Quote is confidential and proprietary.
- 2 The quote is based on the scope of work and volume and excludes applicable taxes. In the event additional services are requested or volume or scope of work changes, ACCESS reserves the right to re-quote services.
- 3 In the absence of an existing agreement for services between the parties, this Quote is based upon execution of an agreement with ACCESS' standard Terms and Conditions.
- 4 Rates set forth in this Price Schedule (or Quote) are subject to change at ACCESS' discretion if onboarding of Records does not begin within 60 days of the Effective Date of the Agreement to which this Price Schedule attaches.
- 5 Storage rates are quoted per 30 days.
- 6 Fuel Surcharges apply to transportation activity and/or secure destruction services and will be determined monthly based on the US Department of Energy's assessment of value.

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.c

Consent Agenda

Meeting Date: November 18, 2020

Initiated By: Todd Bjerkaas

Dept: Planning & Development

AGENDA TITLE

Ordinance 984: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ESTABLISHING A TWELVE MONTH MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR, AND THE ISSUANCE OF, ANY MANUFACTURED HOME PARK OR SUBDIVISION PERMITS FOR MANUFACTURED HOME DEVELOPMENTS, AS WELL AS THE ACCEPTANCE AND PROCESSING OF ANY APPLICATIONS FOR DEVELOPMENT OF ANY KIND THAT, IF GRANTED, COULD RESULT IN MANUFACTURED HOUSING DEVELOPMENTS

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved Ordinance 962 on November 13, 2019, imposing a twelve-month moratorium on the acceptance and processing of applications for, and the 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 mobile housing developments.

RECOMMENDATION

Staff recommends that the Board of Trustees approve Ordinance 984.

ALTERNATIVES

ATTACHMENTS

1. Ordinance 984 Manufactured Home Moratorium

FINANCIAL CONSIDERATIONS

ORDINANCE NO. 984

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ESTABLISHING A TWELVE MONTH MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR, AND THE ISSUANCE OF, ANY MANUFACTURED HOME PARK OR SUBDIVISION PERMITS FOR MANUFACTURED HOME DEVELOPMENTS, AS WELL AS THE ACCEPTANCE AND PROCESSING OF ANY APPLICATIONS FOR DEVELOPMENT OF ANY KIND THAT, IF GRANTED, COULD RESULT IN MANUFACTURED HOUSING DEVELOPMENTS

WHEREAS, on November 13, 2019, the Board of Trustees (“Board”) of the Town of Firestone (“Town”) enacted Ordinance No. 962, which imposed a twelve 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 mobile housing developments; and

WHEREAS, the grounds for the moratorium were that the Town’s current regulations pertaining to mobile home development and mobile home communities needed to be evaluated and updated because the existing regulations did not provide an adequate mechanism to regulate and control the location, design, size, and land use for mobile homes or the orderly development of mobile homes in a manner that would be consistent with the Town’s goals related to zoning and land development; and

WHEREAS, the moratorium expired on November 12, 2020; and

WHEREAS, in July 2020, the Town repealed its prior zoning regulations in their entirety and adopted the Firestone Development Code (“FDC”) set forth in Chapter 16.04 of the Firestone Municipal Code (“Code”); and

WHEREAS, though the FDC updated definitions as to manufactured home parks and manufactured homes, other than as to floodway development standards, the Town given the magnitude of the scope of work in adopting an entirely new development code has not yet adopted building design and character standards and materials requirements and zoning designations for manufactured home parks and manufactured homes; and

WHEREAS, to ensure consistency among all its land use goals, developments, regulations and plans staff desires to coordinate development of its manufactured home regulations in conjunction with the Town’s Comprehensive Plan update, which is to occur in 2021; and

WHEREAS absent a moratorium manufactured home park or manufactured housing may be established before the building design and character standards and material requirements and zoning regulations for manufactured homes may be drafted and enacted thereby defeating the purpose of formulating and implementing the new standards, requirements and regulations; and

WHEREAS, the imposition of a twelve month moratorium on the acceptance and processing of and the issuance of any manufactured home park permits for manufactured home developments, as well as the acceptance and processing of applications for zoning or rezoning property within the Town that would allow for manufactured home park developments will preserve the status quo and permit the Board in consideration of an updated Comprehensive Plan to adopt amendments to the FDC regarding the building, design, and character standards, materials requirements, and zoning designations for manufactured home parks and manufactured homes;

WHEREAS, the duration of the moratorium imposed by this ordinance is reasonable in length and is no longer than is required for the Town to properly develop, adopt and implement amendments to the FDC pertaining to regulations for the affected uses; and

WHEREAS, owners and developers of real property affected by this ordinance desiring to construct manufactured home parks will not be unfairly prejudiced by the imposition of the temporary moratorium proposed by this ordinance; and

WHEREAS, this ordinance is enacted pursuant to the Town's land use regulation powers, in order to safeguard the lives and properties of the citizens of the Town of Firestone.

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

Section 1. The preceding recitals contained in the ordinance are hereby adopted and made a part of this ordinance and serve as findings of fact by the Board of Trustees.

Section 2. A moratorium is imposed upon the acceptance and processing of, and the issuance of, any manufactured home park permits for new or expansions to existing manufactured home or manufactured home developments, as well as the acceptance and processing of applications for zoning or rezoning of property within the Town of Firestone that would allow for manufactured home park development, the acceptance and processing of applications for manufactured home subdivisions, and the acceptance and processing of applications for site development plan approval for new or expansions to existing manufactured home parks or manufactured home developments.

Section 3. The moratorium imposed by this ordinance shall commence as of the date of the effective date of this ordinance, and shall expire on November 18, 2021, unless sooner repealed.

Section 4. The moratorium herein provided for shall not apply to any manufactured home park development project or activity on land within the Town for which final plan site plan approval has been granted or a building permit issued at the time of this ordinance; nor shall it impact the lawful use of property for existing manufactured home parks or development projects for which a manufactured home park permit has previously been granted, so long as such manufactured home park developments are confined to the limits, provision, and conditions of their respective existing Town approvals; nor shall it impact the acceptance and processing of new and existing applications for replacement of or repair to an existing manufactured or manufactured home located upon a manufactured home lot or space.

Section 5. Before the expiration of the moratorium imposed by this ordinance, Town staff, shall review the Town's current regulations pertaining to manufactured home park development and zoning. Such review shall be completed promptly and with due diligence. If directed to do

so by the Board, Town staff shall prepare appropriate new, or amended, regulations with respect to manufactured home developments in the Town for consideration by the Board of Trustees.

Section 6. The Board of Trustees shall have the power to grant a special exception to the moratorium established in Section 2 of this ordinance, and to order the acceptance and processing of applications, and the issuance of a permit, that would otherwise be prohibited by this moratorium, if the following conditions are met to the sole satisfaction and discretion of the Board:

A. A written application for the special exception must be submitted, indicating the specific nature of the project proposed and/or manufactured home park permit sought to be obtained, and stating with particularity the circumstances of the undue, substantial hardship that the applicant will suffer if a special exception is not granted.

B. Within 30 days, the Board of Trustees shall hold a public hearing on the application for a special exception. Notice shall be given at least seven (7) days in advance of the public hearing. The owner of the property and applicant, or agent, shall be notified by mail. Notice of such hearing shall be posted on the property and shall be published in a newspaper of general circulation within the Town of Firestone at least seven (7) days prior to the public hearing.

C. The Board of Trustees may grant a special exception if it finds all of the following:

- (i) The issuance of the manufactured home park permit, or processing of the site plan, subdivision application, or zoning request, is necessary to prevent undue, substantial hardship for the applicant; and
- (ii) The issuance of the manufactured home park permit, or processing of the site plan, subdivision application, or zoning request, will not affect the public interest or the purposes and reasons of and for this moratorium; and
- (iii) The issuance of the manufactured home park permit, or processing of the site plan, subdivision application, or zoning request, will be in accordance with all of the ordinances and regulations of the Town of Firestone as if the moratorium were not in effect.

Section 7. The provisions of this ordinance and the moratorium imposed hereby shall not affect or otherwise prohibit the processing of applications for uses and proposals outside of the specific scope defined herein.

Section 8. 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 9. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof is hereby repealed to the extent of such inconsistency or conflict.

Section 10. This ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN
FULL this ___th day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

APPROVED AS TO FORM:

Jessica Koenig, CMC, Town Clerk

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.d

Consent Agenda

Meeting Date: November 18, 2020

Initiated By: Leah Vanarsdall

Dept: Police

AGENDA TITLE

Resolution 20-106: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE SUBMITTAL OF AN APPLICATION FOR A PEACE OFFICER'S MENTAL HEALTH SUPPORT GRANT

SUMMARY

Due to **Senate Bill 19-091, Title 16-2.5-403:** Concerning Support of Peace Officers Involved in a Use of Force Incident, all Law Enforcement Agencies shall develop and maintain a policy for supporting a Peace Officer who has been involved in a shooting of fatal use of force.

The Department of Local Affairs has established the Peace Officers Mental Health Support Grant Program. The purpose of this program is to assist Law Enforcement Agencies to provide on-scene support services and counseling for officers, to develop policies that support officers involved in shootings or fatal use of force, and training, education, and peer support programs that address issues regarding the recognition, prevention, and treatment of mental trauma.

This is a 'multi-jurisdictional' application to DOLA to include the Towns of Firestone, Mead, Frederick, and the City of Dacono. The Grant will be for \$224,600.00 with no monies required from applicants.

Grant monies will be used to fund two (2) full-time staff positions at North Range Behavioral Health, who will then provide officers with counseling, training, and support services identified in the Program.

DOLA requires that the grant application receive the approval of the Town's Board of Trustees.

HISTORY AND PREVIOUS BOARD ACTION

N/A

RECOMMENDATION

Approve as presented, or give Staff further direction

ALTERNATIVES

N/A

ATTACHMENTS

1. Reso 20-106 Multi Peace Officers Grant-MH
2. Grant Application submitted 102720
3. SB 19-901-Use of Force Support

FINANCIAL CONSIDERATIONS

N/A

RESOLUTION NO. 20-106

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING THE SUBMITTAL OF AN
APPLICATION FOR A PEACE OFFICER'S MENTAL HEALTH SUPPORT
GRANT**

WHEREAS, the State of Colorado as administered by the Department of Local Affairs ("DOLA") has established the Peace Officers Mental Health Support Grant Program, ("Program") whose purpose is to assist law enforcement agencies to provide on-scene support services and counseling for officers, to develop policies to support officers involved in shootings or fatal use of force, and training, education and peer support programs that address issues regarding the recognition, prevention and treatment of mental trauma; and

WHEREAS, the Police Departments of the Towns of Firestone, Mead, Fredrick and the City of Dacono desire to submit a multi-jurisdictional application to DOLA for a grant award of \$224,600.00 with the Town of Mead to serve as the sub-grantee; and

WHEREAS, such monies would be used to fund two full time staff positions at North Range Behavioral Health who would provide all of the parties officers with the counseling, training and support services identified in the Program; and

WHEREAS, DOLA requires that the grant application receive the approval of the Town's Board of Trustees.

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

The Board of Trustees of the Town of Firestone strongly supports the goals of the State's Peace Officers Mental Health Support Grant Program and approves the Police Department's submittal, as a party to a multi-jurisdictional application to DOLA seeking an award of \$224,600.00 of Program funds.

INTRODUCED, READ AND ADOPTED this __ day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

APPROVED AS TO FORM:

Jessica Koenig, CMC, Town Clerk

William P. Hayashi, Town Attorney



Peace Officers Mental Health Support Grant Program

Local Government/Organization: [Mead, Town of](#)
Status: [Submitted](#)
Filed On: [2020-10-26T11:36](#)
Filed By: [BNEWBANKS](#)
Reviewed On: [2020-10-08T19:05:17](#)
Reviewed By: [EBOWMAN](#)
Reviewer Notes: [Request to Reject this application.](#)

Application Overview

C.R.S. 24-32-3501 The Peace Officers Mental Health Support grant program within the Department of Local Affairs (DOLA) is available for law enforcement agencies to provide grants for the purpose of helping agencies provide mental health service to peace officers including:

- On-scene response services to support peace officers' handling of persons with mental health disorders; and
- Counseling services to peace officers.
- Assistance for development and implementation of policies to support peace officers who are involved in shootings or fatal use of force.
- Training and education program that teach the symptoms of job-related mental trauma and how to prevent and treat such trauma.
- Peer support programs

This grant program will accept and approve requests on a first-come-first-serve basis. Applications will be reviewed in the order of receipt with a date and time stamp on each application. Funds will be awarded until all program funds have been exhausted.

A. APPLICANT/CONTACT INFORMATION

1. Local Government/Organization: [Mead, Town of](#)

In the case of a multi-jurisdictional application, select the other participating eligible organizations:

[Dacono, City of](#)
[Firestone, Town of](#)
[Frederick, Town of](#)

2. Principal Representative:

(In the case of a multi-jurisdictional application, principal representative of the lead organization.)

Honorific: [Chief](#)
First Name: [Brent](#)
Middle Name:
Last Name: [Newbanks](#)
Suffix:
Role: [Principal Representative](#)
Mailing Address: [537 Main Street](#)
Address 2: [PO Box 31](#)
City: [Mead](#)
State: [CO](#)
Zip Code: [80542](#)
Phone #: [970-805-4193](#)
Email Address: bnewbanks@townofmead.org

3. Responsible Administrator (will receive all mailings) for the Application:

Honorific: [Chief](#)
First Name: [Brent](#)
Middle Name:
Last Name: [Newbanks](#)
Suffix:
Role: [Principal Representative](#)
Mailing Address: [537 Main Street](#)
Address 2: [PO Box 31](#)
City: [Mead](#)
State: [CO](#)
Zip Code: [80542](#)
Phone #: [970-805-4193](#)

B. APPLICATION QUESTIONS

1. Amount of grant funds requested

224,600.00

2. Intended use of grant funds

Please detail what the grant funds would be used for in relation to:

- On-scene response services to support peace officer's handling of persons with mental health disorders; or
- Counseling services to peace officers
- Assistance for development and implementation of policies to support peace officers who are involved in shootings or fatal use of force.
- Training and education programs that teach the symptoms of job-related mental trauma and how to prevent and treat such trauma.
- Peer support programs

Colorado Department of Local Affairs Peace Officer Mental Health Support Grant Program The cities of Mead, Dacono, Frederick and Firestone have come together in collaboration with North Range Behavioral Health to create the MDFF Co-Responder Program. This program will pair police officers from any of the cities with North Range Clinicians to respond to behavioral health related calls for police services. North Range has experience with co-responder programs and will utilize shared experience and expertise of officers and clinicians to de-escalate, assess, refer, and link individuals with behavioral health issues to care that may better meet their needs. The clinicians will assess needs for resources, appropriate level of care, and will educate/redirect individuals with behavioral health issues to the broader continuum of care provided by mental health providers in the area. This will ideally reduce officer resources needed on scene as well as prevent future utilization of the 911 system when a behavioral health services is needed. In addition, the clinical presence on scene will offer a more trauma informed approach to community members who may have previously had contact with officers. The communities of Mead, Dacono, Frederick and Firestone are experiencing significant growth, and this area of Weld County is widely known to be one of the fastest areas of growth in the state. Frederick has a population of 14,800 which is a 70.6% increase since 2010; Dacono has a population of 6,500 which is a 55% increase since 2010; Firestone has a population of 16,748 which is a 65% increase since 2010; and Mead has a population of 4,731 which is a 38.99% increase since 2010. That represents over 42,000 individuals currently with an average of 57% increase of population in 10 years. With this significant growth, it is anticipated that the police departments will continue to see increased demand for behavioral health services within the context of 911 calls. Co-Response Team: With this proposal, North Range will be subcontracted to provide 2 full time clinicians with coverage of 80 hours per week. The schedule for the clinicians will be set based on high call volume times identified from the police departments. A vehicle is being requested so that the clinicians can travel freely between cities and calls, preventing additional transportation burden on the officers. Radios and access to the CAD will also be aligned, so that clinicians can self-deploy to calls and stage nearby to allow for scene safety to be secured before offering assistance. Officers on scene may call the clinician to any location they believe behavioral health support may be beneficial – suicidal parties, car accidents, domestic violence, child safety issues, etc. When not assisting with a call, the clinicians will spend time across the 4 cities police department headquarters to allow for relationships and trust to form, as well as familiarity with the culture of the officers in the department. They will be expected to attend briefings, create trainings on topics of interest, and case plan around high utilizers of the 911 system. Response Format: The MDFF Co-Responder team will function as both primary and secondary deployment model. They may "ride along" with officers to build relationships and demonstrate how clinical skill can apply to a variety of situations. They also may monitor the CAC via their smartphones and self-deploy to stage nearby, awaiting scene safety and officer instruction. And, any officers may simply radio them or contact dispatch to request their presence on-scene. The primary concern for all parties will be safety of officers, clinician and community members. The team will work together to resolve incidents, make referrals as appropriate, and align higher levels of care when needed. The clinician will be empowered to assist in transportation to emergency services if appropriate.

3. Project Budget

Please provide a concise project budget breakdown detailing dollar amounts requested and the time frame the funds will be used. Be specific.

[Download](#) MDFF Budget.pdf

4. Collaboration with mental health centers

List the name(s) of any community mental health centers your agency intends to collaborate with for this application.

If your agency will not collaborate with a mental health agency, please explain why.

The partnerships formed between the cities of Mead, Dacono, Frederick, Firestone, and North Range Behavioral Health will ensure community members get connected with the appropriate services to meet their needs. Co- Responder clinicians will provide de-escalation, assessment and intervention in the moment, followed by referrals, linkage, and facilitation of access to treatment providers or other needed resources in the community. Clinicians will be selected through a joint interview process following all guidelines set forth by the 4 police departments. Each department will have the opportunity for input in the selection of the co-responder clinician. Qualified candidates are those possessing a master's degree in psychology, counseling, social work or a related human services field. The clinicians will be trained in crisis response, thorough risk assessment and means restrictions, de-escalation techniques, co-occurring substance use assessment, trauma informed and culturally responsive care, suicide prevention and safety planning. They will be well-versed with any/all resources in the surrounding communities in order to make successful connections on behalf of the community members in need. In addition, clinicians will participate in field training (FTO) including ride alongs, scene safety, PD protocols, radio usage and self-defense. As the Co-Responders are employees of North Range Behavioral Health, referrals and transitions of care will be seamless and barriers related to privacy issues can be mitigated. Individuals will have access to the entire Community Mental Health Center continuum of mental health and substance use levels of care through the initial contact with the co-response clinician. These levels of care include, but are not limited to: 24/7/365 crisis intervention and Walk In Clinic, Acute Treatment Unit, Withdrawal Management unit, IRT and TRT residential substance abuse facilities, outpatient services, intensive outpatient programming, psychiatric and medication services, substance abuse and addiction services, supported housing and employment services. Care may also be coordinated with other service professionals if the individual chooses treatment with another behavioral health provider or public services such as a shelter, housing navigation center, or social service agency. The team will provide follow-up with the individual within 2 business days to further assess care needs.

5. Advance payment request

If an advance payment is being requested, please detail financial circumstances that support the request.

If an advance is NOT being requested, please respond with N/A.

N/A

C. BOARD APPROVAL/TABOR

1. Official Board Action

Assurance of community priority. Applications cannot be submitted unless approved by the city/town/county Board, Council or Trustees.

Date Official Board Action Authorizing this application:

09/28/2020

2. TABOR compliance

The funds for the Peace Officer Mental Health Support grant program are state funds.

Does the applicant have voter authorization to receive and expend state grant funds without regard to TABOR revenue limitations?

Y

If yes

If yes, explain:

The Town has authority to receive and expend state grants without regard to TABOR spending limitations. Specifically, voters in the Town of Mead approved de-TABORing questions at elections held on November 5, 1996 and April 1, 2014.

If no

If no, would receipt of these grant funds, if awarded, result in the local government exceeding revenue limitations, prompting a refund?

Affirm local government Attorney has confirmed this TABOR statement.

Y

NOTE: This bill has been prepared for the signatures of the appropriate legislative officers and the Governor. To determine whether the Governor has signed the bill or taken other action on it, please consult the legislative status sheet, the legislative history, or the Session Laws.

An Act

SENATE BILL 19-091

BY SENATOR(S) Fields and Cooke, Bridges, Court, Crowder, Fenberg, Foote, Gardner, Ginal, Hisey, Lundeen, Moreno, Priola, Rankin, Scott, Sonnenberg, Tate, Williams A., Winter, Zenzinger;
also REPRESENTATIVE(S) Singer, Arndt, Bird, Buentello, Caraveo, Cutter, Duran, Esgar, Exum, Galindo, Hansen, Herod, Hooton, Jackson, Jaquez Lewis, Kennedy, Kipp, Kraft-Tharp, Liston, Lontine, Michaelson Jenet, Mullica, Sirota, Snyder, Tipper, Titone, Valdez A., Valdez D., Van Winkle, Wilson, Becker.

CONCERNING SUPPORT OF PEACE OFFICERS INVOLVED IN A USE OF FORCE INCIDENT.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **add** part 4 to article 2.5 of title 16 as follows:

PART 4
SUPPORT FOR PEACE OFFICERS
INVOLVED IN A USE OF FORCE

16-2.5-401. Legislative declaration. (1) THE GENERAL ASSEMBLY

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

HEREBY DECLARES THAT:

(a) PEACE OFFICERS INVOLVED IN INCIDENTS INVOLVING A SHOOTING OR FATAL USE OF FORCE SHOULD HAVE ACCESS TO IMMEDIATE SUPPORT;

(b) THE EXPERIENCE OF POLICE AND PUBLIC SAFETY MENTAL HEALTH PROFESSIONALS AND SCIENTIFIC RESEARCH SHOW THAT PROVIDING TRAINING, SUPPORT SERVICES, AND REINTEGRATION STRATEGIES CAN PROMOTE POSITIVE OUTCOMES FOLLOWING SUCH INCIDENTS; AND

(c) THE POLICIES REQUIRED BY THIS PART 4 PROVIDE FOR POST-INCIDENT PSYCHOLOGICAL INTERVENTIONS THAT ARE SEPARATE AND DISTINCT FROM ANY FITNESS-FOR-DUTY ASSESSMENT OR ADMINISTRATIVE OR INVESTIGATIVE PROCEDURES THAT MAY FOLLOW.

16-2.5-402. Definitions. AS USED IN THIS PART 4, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(1) "LAW ENFORCEMENT AGENCY" MEANS:

(a) THE COLORADO STATE PATROL CREATED IN SECTION 24-33.5-201;

(b) THE COLORADO BUREAU OF INVESTIGATION CREATED IN SECTION 24-33.5-401;

(c) THE DEPARTMENT OF CORRECTIONS CREATED IN SECTION 24-1-128.5;

(d) THE DIVISION OF PARKS AND WILDLIFE WITHIN THE DEPARTMENT OF NATURAL RESOURCES CREATED PURSUANT TO SECTION 24-1-124;

(e) A COUNTY SHERIFF'S OFFICE;

(f) A MUNICIPAL POLICE DEPARTMENT;

(g) A CAMPUS POLICE DEPARTMENT; OR

(h) A TOWN MARSHAL'S OFFICE.

(2) "QUALIFIED MENTAL HEALTH PROFESSIONAL" MEANS:

(a) A PERSON CERTIFIED AND IN GOOD STANDING AS A POLICE AND PUBLIC SAFETY PSYCHOLOGIST BY THE AMERICAN BOARD OF POLICE AND PUBLIC SAFETY PSYCHOLOGY, OR ITS SUCCESSOR ORGANIZATION; OR

(b) A PERSON WHO:

(I) IS A LICENSED MENTAL HEALTH CLINICIAN IN GOOD STANDING WITH HIS OR HER LICENSING BOARD; AND

(II) HAS DEMONSTRATED TO THE LAW ENFORCEMENT AGENCY'S SATISFACTION THROUGH A COMBINATION OF TRAINING AND EXPERIENCE THAT THE PERSON IS TRAUMA INFORMED, EXPERIENCED IN RESPONDING TO ACUTE TRAUMA EVENTS, AND CULTURALLY COMPETENT IN UNDERSTANDING LAW ENFORCEMENT WORK, CHALLENGES, AND STRESSORS.

16-2.5-403. Peace officer-involved shooting or fatal use of force policy. (1) EACH LAW ENFORCEMENT AGENCY SHALL DEVELOP AND MAINTAIN A POLICY FOR SUPPORTING A PEACE OFFICER WHO HAS BEEN INVOLVED IN A SHOOTING OR FATAL USE OF FORCE. AN INVOLVED OFFICER MAY INCLUDE A PERIPHERAL OFFICER PRESENT AT THE SCENE WHO REPORTS AN IMPACT OR REQUESTS SUPPORTIVE SERVICES. THE POLICY MUST ADDRESS, AT A MINIMUM:

(a) PRE-INCIDENT PREPARATION, INCLUDING TRAINING AND EDUCATION ABOUT BOTH NORMAL AND PROBLEMATIC POST-TRAUMATIC REACTIONS COMMONLY ASSOCIATED WITH OFFICER-INVOLVED SHOOTINGS AND CRITICAL INCIDENTS;

(b) PROTOCOLS TO ENSURE AN INVOLVED OFFICER'S PHYSICAL AND PSYCHOLOGICAL SAFETY AT THE SCENE AND FOLLOWING THE INCIDENT;

(c) THE PROVISION OF POST-INCIDENT SERVICES TO AN INVOLVED OFFICER, AND THE ABILITY TO EXTEND POST-INCIDENT SERVICES TO AN OFFICER'S FAMILY AND SIGNIFICANT OTHERS WHEN WARRANTED. THE AGENCY SHALL CONSIDER INCLUDING IN THE POLICY, TO THE EXTENT POSSIBLE GIVEN THE AGENCY'S SIZE AND RESOURCES:

(I) AT LEAST ONE CONFIDENTIAL POST-INCIDENT INTERVENTION

WITH A QUALIFIED MENTAL HEALTH PROFESSIONAL IN A TIMELY MANNER FOLLOWING THE INCIDENT, INCLUDING THROUGH TELEHEALTH SERVICES;

(II) ONGOING CONFIDENTIAL MENTAL HEALTH SERVICES FROM A QUALIFIED MENTAL HEALTH PROFESSIONAL AS NEEDED, INCLUDING THROUGH TELEHEALTH SERVICES; AND

(III) SOME FORM OF PEER SUPPORT, INCLUDING AGENCY PEER SUPPORT OR ONLINE OR TELEHEALTH PEER SUPPORT;

(d) GUIDELINES FOR TEMPORARY LEAVE OR APPROPRIATE DUTY REASSIGNMENT AS AGREED UPON BY AN INVOLVED OFFICER AND THE AGENCY TO ALLOW AN INVOLVED OFFICER TO RECEIVE SERVICES AND MANAGE THE IMPACT OF THE INCIDENT ON AN INVOLVED OFFICER AND AN INVOLVED OFFICER'S FAMILY AND SIGNIFICANT OTHERS; AND

(e) GUIDELINES AND PROCEDURES FOR AN OFFICER'S RETURN TO DUTY, INCLUDING ONGOING SUPPORT AND SERVICES AVAILABLE TO AN INVOLVED OFFICER. THE AGENCY SHALL CONSIDER INCLUDING IN THE POLICY, TO THE EXTENT POSSIBLE GIVEN THE AGENCY'S SIZE AND RESOURCES:

(I) A REINTEGRATION PLAN THAT CONSIDERS HAVING AN OFFICER RETURN TO THE SCENE OF THE INCIDENT IF NEEDED, FIRE HIS OR HER WEAPON AT THE RANGE, AND PARTICIPATE IN A GRADED RE-ENTRY WITH A PARTNER; AND

(II) ONGOING SUPPORTIVE MENTAL HEALTH SERVICES, INCLUDING CONFIDENTIAL FOLLOW-UP BY A QUALIFIED MENTAL HEALTH PROFESSIONAL, EITHER IN PERSON OR THROUGH TELEHEALTH SERVICES.

(2) THE POLICIES REQUIRED BY THIS SECTION MUST BE COMPLETED BY JANUARY 1, 2020. EACH LAW ENFORCEMENT AGENCY SHALL REVIEW THE POLICY ON A BIENNIAL BASIS AND, IF NECESSARY, UPDATE THE POLICY TO REFLECT CURRENT BEST PRACTICES AND AVAILABLE RESOURCES.

(3) IN DEVELOPING, UPDATING, AND IMPLEMENTING THE POLICIES REQUIRED BY THIS SECTION, LAW ENFORCEMENT AGENCIES ARE ENCOURAGED TO CONSULT WITH AND USE THE RESOURCES AVAILABLE THROUGH THE INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE, THE

NATIONAL SHERIFFS' ASSOCIATION, THE FRATERNAL ORDER OF POLICE, THE AMERICAN BOARD OF POLICE AND PUBLIC SAFETY PSYCHOLOGY, THE PEACE OFFICERS STANDARDS AND TRAINING BOARD CREATED IN SECTION 24-31-302, AND RESPONDERSTRONG, OR THEIR SUCCESSOR ORGANIZATIONS, AND OTHER ORGANIZATIONS PROVIDING SIMILAR RESOURCES AND SUPPORT.

SECTION 2. Act subject to petition - effective date. This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly (August 2, 2019, if adjournment sine die is on May 3, 2019); except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or part will not take effect unless

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 6.e

Consent Agenda

Meeting Date: November 18, 2020

Initiated By: Millissa Berry

Dept: Planning & Development

AGENDA TITLE

Resolution 20-111: A RESOLUTION OF THE TOWN BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, FINDING SUBSTANTIAL COMPLIANCE OF AN ANNEXATION PETITION FOR PROPERTY LOCATED AT LOT 2, AMENDED RECORDED EXEMPTION NO. 1313-03-04-AMRE-626, ACCORDING TO THE PLAT THEREOF RECORDED 12/17/2009 AT RECEPTION NO. 3665637, WELD COUNTY, COLORADO AND SETTING A PUBLIC HEARING ON THE PETITION IN ACCORDANCE WITH THE MUNICIPAL ANNEXATION ACT OF 1965

SUMMARY

The property owner of Lot 2, Amended Recorded Exemption No. 1313-03-04-AmRE-626 has submitted an annexation petition to the Town of Firestone. This action accepts the petition and sets a hearing date - January 13, 2021 - for the Board to consider the annexation request.

HISTORY AND PREVIOUS BOARD ACTION

N/A

RECOMMENDATION

Staff recommends approval of Resolution 20-111, a resolution accepting the annexation petition, and setting the public hearing date to consider the annexation request on January 13, 2021.

ALTERNATIVES

N/A

ATTACHMENTS

1. Turner Commons AX Substantial Compliance TB Staff Report
2. Reso 20-111 Finding Compliance Res (Turner Commons ANX #2) v2
3. Turner Commons Annexation Petition

FINANCIAL CONSIDERATIONS

N/A



Staff Report

RESOLUTION NO. 20-111: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, FINDING SUBSTANTIAL COMPLIANCE OF AN ANNEXATION PETITION FOR PROPERTY LOCATED AT LOT 2, AMENDED RECORDED EXEMPTION NO. 1313-03-04-AmRE-626, ACCORDING TO THE PLAT THEREOF RECORDED 12/17/2009 AT RECEPTION NUMBER 3665637, WELD COUNTY, COLORADO AND SETTING A PUBLIC HEARING ON THE PETITION IN ACCORDANCE WITH THE MUNICIPAL ANNEXATION ACT OF 1965

**Turner Commons Annexation No. 2
Substantial Compliance of Petition to Annex to the Town of Firestone,
CO**

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

November 18, 2020

Application

The applicant, Galloway & Company Inc. representing the property owner, Quik Trip Corporation, has submitted a petition for annexation for a parcel of land in the vicinity of the area known as Turner Commons into the Town of Firestone. If completed, the annexation would be referred to as Turner Commons Annexation No. 2.

Process

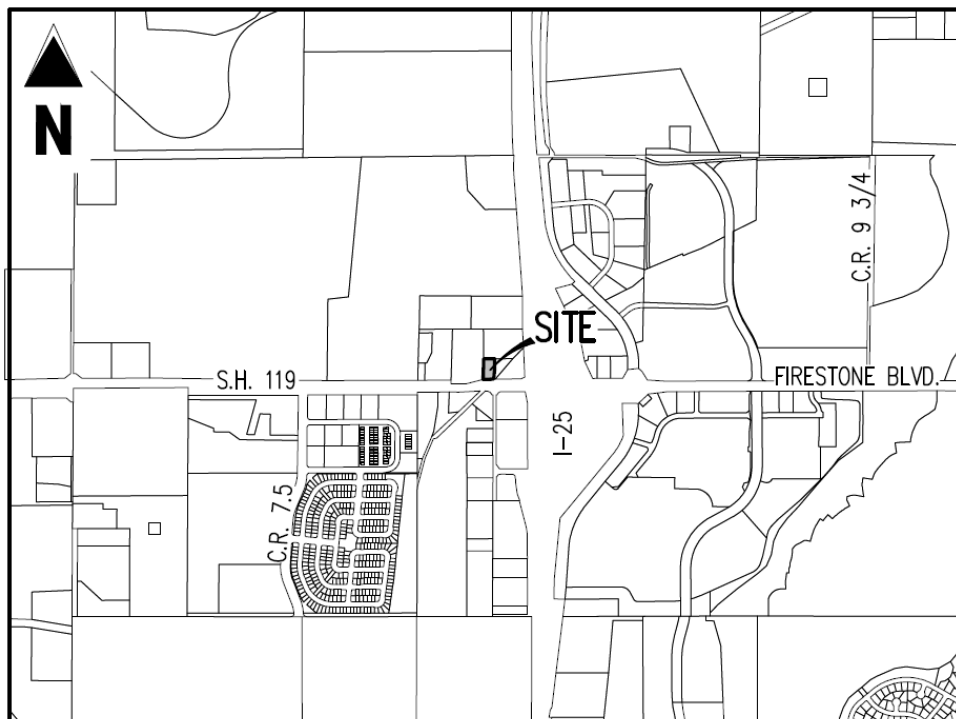
When a petition for annexation is received, the first step for the Town Board is to review and determine its substantial compliance with the Colorado Municipal Annexation Act. In addition, it is to determine if the petitioners constitute more than 50% of all the landowners and that the petitioners own more than 50% of the total area of the property. If the Board determines that the allegations made in the petition are supportable and the request is eligible to move forward to the Town's annexation and zoning processes, the Board is to set a hearing date for the consideration of the petition. This current action only determines whether or not a petition may move forward; it is at the hearing set with this action that the Board determines whether or not it is in the Town's interest to annex the property. Please note, this step is solely to accept the petition and to set the public hearing date for the consideration of the annexation request.

Notice

The action of determining substantial compliance of a petition for annexation and to set hearing dates for the subject annexation request do not require notification to the public.

Location

The subject property is located immediately north of the intersection of Turner Blvd and SH 119 Boulevard. Town limits abut to property to the north and east.



Site Analysis

The property proposed for annexation is approximately 0.69 acres. The property is generally flat, utilities are in the immediate area, and it has access from the existing road system. This property is currently zoned Weld County Business Commercial C-3 and consists of a vacant retail building along with the associated parking lot and drive aisles.

Plan Analysis

The purpose of the annexation is to be able to include the property in a larger redevelopment proposed in this location.

Petition Analysis

Staff has reviewed the submittal and has determined that the petition meets the requirements of the first step in the annexation process. The following findings have been made:

- The annexation petition has been signed by more than 50% of the property owners who own more than 50% of the land. There is only one land owner and one property.
- The petition was filed with the Town Clerk on October 2, 2020; due to a change in property ownership, a revised petition was submitted on November 9, 2020.
- The petition contains:
 - An allegation that is desirable and necessary that the territory be annexed to the Town
 - An allegation that the requirements of subsections 31-12-104 and 31-12-105, C.R.S. are met (please see requirements listed under #2 of the petition which is included in this packet)
 - An allegation that the signers comprise the landowners of more than 50% of the land to be annexed
 - A request that the Town approve the annexation
 - The signature, date of signature, and mailing address of land owner
 - The affidavit of circulator of the petition
- An annexation map was submitted containing:
 - A written legal description
 - A map showing the boundary of the area proposed for annexation
 - An indication of ownership tracts
 - A depiction of the continuous boundary of the property with any municipality, including the Town of Firestone.

Future Steps in the Annexation Process

After substantial compliance is determined and a hearing date set, the application will be processed with the following steps:

- The public hearing for the annexation request will be noticed in the newspaper for 4 consecutive weeks.
- The Town will hold the public hearing to determine if the assertions of the annexation petition are supportable and that the property is eligible for annexation under the Colorado Municipal Annexation Act.
- If the Board finds the request to be eligible for annexation, the Town will then conduct a hearing to determine whether the property should be annexed.
- If annexation is approved, the Board will then apply initial zoning to the property.

Board of Trustees Action

The 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

The Town staff recommends the Town Board approve Resolution 20-111 which finds substantial compliance of the subject annexation petition to the parameters of the Colorado Municipal Annexation Act and the Colorado Revised Statutes and sets the date of January 13, 2021 (not less than 30 days but no more than 60 days from resolution date) for the public hearing to consider the annexation.

RESOLUTION NO. 20-111

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, FINDING SUBSTANTIAL COMPLIANCE OF AN ANNEXATION PETITION FOR PROPERTY LOCATED AT LOT 2, AMENDED RECORDED EXEMPTION NO. 1313-03-04-AmRE-626, ACCORDING TO THE PLAT THEREOF RECORDED 12/17/2009 AT RECEPTION NUMBER 3665637, WELD COUNTY, COLORADO AND SETTING A PUBLIC HEARING ON THE PETITION IN ACCORDANCE WITH THE MUNICIPAL ANNEXATION ACT OF 1965

WHEREAS, a Petition for Annexation of the hereinafter described real property has been filed with the Town Clerk of the Town of Firestone, Colorado; and

WHEREAS, the Petition has been referred to the Board of Trustees of the Town of Firestone, Colorado, for a determination of substantial compliance with the requirements of C.R.S. § 31-12-107(1); and

WHEREAS, the Board of Trustees has been advised by the staff, and has taken official notice of all maps, records and other information and other materials on file with the Town of Firestone, Colorado, regarding said petition.

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

Section 1. The Petition for Annexation of the following described real property:

Lot 2, Amended Recorded Exemption No. 1313-03-04-AmRE-626, according to the plat thereof recorded 12/17/2009 at Reception Number 3665637, Weld County, Colorado.

is determined to be in substantial compliance with C.R.S. § 31-12-107(1).

Section 2. The Board of Trustees shall hold a public hearing on the proposed annexation on January 13, 2021 at 7:00 P.M., or as soon thereafter as possible, at Firestone Town Hall, 9900 Park Avenue (formerly addressed as 2 Park Avenue), to determine if the proposed annexation complies with Section 30 of Article II of the Colorado Constitution and C.R.S. §§ 31-12-104 and -105, or such parts thereof as may be required to establish eligibility for annexation.

Section 3. The Town Clerk shall publish a Notice of Public Hearing once a week for four successive weeks in a newspaper of general circulation in the area proposed to be annexed, with the first publication of such notice to be at least thirty days prior to the date of the hearing. The Town Clerk shall further provide notice to the Clerk of the Board of County Commissioners of Weld County, the Weld County Attorney, and to any special district or school district having territory within the area proposed to be annexed, in the manner and within the time provided in C.R.S. § 31-12-108(2).

INTRODUCED, READ AND ADOPTED this __ day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

PETITION FOR ANNEXATION

TO: THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO

We, the undersigned landowners, in accordance with Colorado law, hereby petition the Town of Firestone and its Board of Trustees for annexation to the Town of Firestone of the unincorporated territory, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference, located in the County of Weld and the State of Colorado, and to be known as the Turner Commons Addition Annexation to the Town of Firestone.

As part of this petition, your petitioners further state to the Board of Trustees that:

1. It is desirable and necessary that the territory described in Exhibit A be annexed to the Town of Firestone.
2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met in that:
 - a. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the Town of Firestone or will be contiguous with the Town of Firestone within such time as required by Section 31-12-104.
 - b. A community of interest exists between the area proposed to be annexed and the Town of Firestone.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the Town of Firestone.
 - e. No land within the boundary of the territory proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were separated by a dedicated street, road, or other public way.
 - f. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprises twenty acres or more, and which, together with the buildings and improvements situated thereon, has an assessed value in excess of two

hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been included within the area proposed to be annexed without the written consent of the landowner or landowners.

- g. No annexation proceedings have been commenced for any portion of the territory proposed to be annexed for the annexation of such territory to another municipality.
 - h. The annexation of the territory proposed to be annexed will not result in the detachment of area from any school district.
 - i. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the Town of Firestone more than three miles in any direction from any point of the boundary of the Town of Firestone in any one year.
 - j. The territory proposed to be annexed is 0.69 acres in total area.
 - k. Prior to completion of the annexation of the area proposed to be annexed, a plan will be in place, pursuant to Section 31-12-105(1)(e), C.R.S., which generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the Town of Firestone; and the proposed land uses for the area; such plan to be updated at least once annually.
 - l. In establishing the boundary of the area proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the area annexed, and reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed to the Town of Firestone but is not bounded on both sides by the Town of Firestone.
 - m. If required, an impact report will be prepared and filed pursuant to Section 31-12-108.5, C.R.S.
3. The owners of more than fifty percent of the area proposed to be annexed, exclusive of dedicated streets and alleys, have signed this petition and hereby petition for annexation of such territory.

The signatures on this petition comprise one-hundred percent (100%) of the landowners of the territory to be annexed and said landowners attesting to the

facts and agreeing to the conditions herein contained will negate the necessity of any annexation election.

4. Accompanying this petition are four copies of an annexation map containing the following information:
 - a. A written legal description of the boundaries of the area proposed to be annexed;
 - b. A map showing the boundary of the area proposed to be annexed, said map prepared by and containing the seal of a registered engineer;
 - c. Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;
 - d. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the Town of Firestone and the contiguous boundary of any other municipality abutting the area proposed to be annexed, and a showing of the dimensions of such contiguous boundaries.
5. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules, and regulations of the Town of Firestone, except for general property taxes of the Town of Firestone, which shall become effective as of the January 1 next ensuing.
6. The zoning classification requested for the area proposed to be annexed is RC.

The petitioners agree that said annexed land shall be brought under the provisions of Title 17 of the Firestone Municipal Code within ninety (90) days from the effective date of the annexation ordinance.

7. There shall be no duty or obligation upon the Town of Firestone to furnish water or sanitary sewer facilities to the area proposed to be annexed. Such services will be provided at such time, in the sole discretion of the Town, when such services for water and sanitary sewer can be economically and reasonably installed to service a sufficient number of inhabitants within the area so as to make the construction and establishment of such services feasible and at no additional cost for the same or similar type of services provided to inhabitants within the existing corporate limits of the Town.
8. If required by the Town, an annexation agreement has been or will be executed by the petitioners herein and the Town of Firestone relating to this annexation and the petitioners hereby expressly consent to the terms and conditions set forth in the annexation agreement.

9. The petitioners agree to the following terms and conditions, which shall be covenants running with the land, and which may, at the option of the Town, appear on the annexation map:
 - a. Water rights shall be provided pursuant to Town Ordinance.
 - b. All conditions set out in the annexation agreement executed by the petitioner.
 - c. Other:

WHEREFORE, the petitioners, whose signatures are on the signature sheet on the next page, respectfully request that the Town of Firestone, acting through its Board of Trustees, approve the annexation of the area proposed to be annexed.

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who being first duly sworn upon oath deposes and says:

That (he or she) was the circulator of the foregoing Petition for Annexation of lands to the Town of Firestone, Colorado, consisting of 5 pages, including this page and that each signature thereon was witnessed by your affiant and is the true signature of the person whose name it purports to be.



Circulator

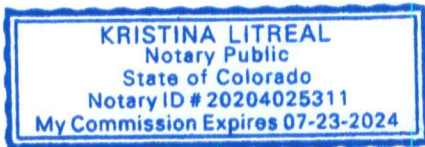
ACKNOWLEDGMENT

STATE OF COLORADO)
)ss
COUNTY OF Adams)

The above and foregoing Affidavit of Circulator was subscribed and sworn to before me this 9 day of November, 2020

Witness my hand and official seal.

My commission expires on: 7/23/2020





Notary Public

1199 W 126th Ave

Address

Westminster CO 80231

(SEAL)

SIGNATURE SHEET

Signature of Landowner / Petitioner	Date of signing of Each Signature	Mailing Address of Landowner / Petitioner	Are you a registered elector, resident landowner of the area proposed to be annexed? (Yes or No)	Are you a nonresident landowner of the area proposed to be annexed? (Yes or No)	See Exhibit _____ attached hereto and incorporated into this petition by this reference for the legal description of the land owned by this signer
 IN BEHALF OF GUINNESS CORP; ITS DIRECTOR OR REAL ESTATE	11/09/2020	1499 W. 120th SUITE 110 WESTMINSTER, CO 80234	Yes No	YES	

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOT 2, AMENDED RECORDED EXEMPTION NO. 1313-03-04-AMRE-626, ACCORDING TO THE
PLAT THEREOF RECORDED 12/17/2009 AT RECEPTION NO. 3665637, WELD COUNTY,
COLORADO

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.f

Consent Agenda

Meeting Date: November 18, 2020

Initiated By:

Dept: Planning & Development

AGENDA TITLE

Resolution 20-115: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING THE PARTIAL ASSIGNMENT OF INTEREST IN THE SUBDIVISION AGREEMENT FOR COTTONWOOD HOLLOW, FILING NO. 1 FROM MORTGAGE CONSULTANTS, LLC TO FORESTAR GROUP INC.

SUMMARY

On May 1, 2019, Mortgage Consultants, the developer of Cottonwood Hollow Filing No. 1, entered into a Subdivision Agreement with the Town of Firestone. The Subdivision Agreement details the rights and obligations of the developer and the Town in order to construct Filing No. 1 of the subdivision.

Mortgage Consultants desires to convey certain lots and tracts of the subdivision and partially assign the Subdivision Agreement along with certain rights and obligations, including the improvement surety to Forestar Group. Consistent with Section 8.4 of the Subdivision Agreement, Mortgage Consultants has provided advance notice of this assignment and has requested written approval by the Town.

HISTORY AND PREVIOUS BOARD ACTION

On May 1, 2019, Mortgage Consultants, the developer of Cottonwood Hollow Filing No. 1, entered into a Subdivision Agreement with the Town of Firestone.

On October 28, 2020, the Board approved Resolution 20-104 authorizing the partial assignment of the SA from Mortgage Consultants to Melody. Resolution 20-104 will be repealed with the approval of Resolution 20-115.

RECOMMENDATION

Staff recommends that the Board approve the attached resolution authorizing the Mayor to sign the Partial Assignment of Subdivision Agreement for Cottonwood Hollow Filing No. 1.

ALTERNATIVES

ATTACHMENTS

1. Resolution 20-115 Cottonwood Hollow F1 Assignment Approval

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 20-115

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING THE PARTIAL ASSIGNMENT OF INTEREST IN THE SUBDIVISION AGREEMENT FOR COTTONWOOD HOLLOW, FILING NO. 1 FROM MORTGAGE CONSULTANTS, LLC TO FORESTAR (USA) REAL ESTATE GROUP, INC.

WHEREAS, Mortgage Consultants, LLC (“Mortgage Consultants”), a Colorado limited liability company, and the Town of Firestone (“Town”) entered into that certain Subdivision Agreement (“Agreement”) for Cottonwood Hollow Filing No. 1 recorded in the records of the Clerk and Recorder of Weld County, Colorado at Reception No. 4485835 on May 1, 2019; and

WHEREAS, Section 8.4 of the Agreement permits the assignment of the Agreement to other parties upon written approval of the Town; and

WHEREAS, Mortgage Consultants provided advance notice as required in Section 8.4 of the Agreement to the Town of its intent convey lots and tracts in Cottonwood Hollow Filing No. 1 to Forestar (USA) Real Estate Group, Inc. (“Forestar”), and assign certain rights and obligations of the Agreement to Forestar; and

WHEREAS, Mortgage Consultants and Forestar, who desires to fulfill the Agreement’s obligations, to the extent such obligations apply to the property within the Subdivision that is being acquired by Forestar, request the Town approve the proposed assignment of the Agreement; and

WHEREAS, the Board of Trustees of the Town of Firestone, Colorado has considered the proposed Assignment and Assumption Agreement, attached here to as Exhibit A, on November 18, 2020; and

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

Section 1. The Board of Trustees of the Town of Firestone hereby approves the Partial Assignment and Assumption Agreement, in substantially the same form as the copy attached hereto as Exhibit A and incorporated herein. The Town Manager, or his designee, is authorized hereafter to amend the terms and conditions of the Partial Assignment and Assumption Agreement, or to clarify the nature and extent of the rights and obligations to be assigned to Forestar. The Mayor is authorized to execute the Partial Assignment and Assumption Agreement on behalf of the Town upon the Town receiving notification from Mortgage Consultants and Forestar that the agreement has been duly executed by each party.

Section 2. Upon the Mayor’s execution of the Partial Assignment and Assumption Agreement, Resolution 20-104, adopted on October 28, 2020, is hereby repealed in its entirety. Any authority granted to the Mayor to execute any documents concerning a proposed assignment

between Mortgage and Melody Homes, Inc. pursuant to Resolution 20-104 is hereby revoked, and the execution by the Mayor of any such assignment documents shall be deemed null and void.

INTRODUCED, READ AND ADOPTED this _____ day of November, 20____.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

Exhibit A
Partial Assignment and Assumption Agreement

**PARTIAL ASSIGNMENT OF SUBDIVISION AGREEMENT
COTTONWOOD HOLLOW, FILING 1**

THIS PARTIAL ASSIGNMENT OF SUBDIVISION AGREEMENT (“Assignment”) is made and entered into this _____ day of _____, 2020, by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation (“Town”), **MORTGAGE CONSULTANTS, LLC**, a Colorado limited liability company (“Mortgage” or “Assignor”), and **FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation (“Forestar” or “Assignee”).

WHEREAS, Mortgage Consultants and the Town entered into that certain SUBDIVISION AGREEMENT for COTTONWOOD HOLLOW FILING NO. 1 (the “Agreement”), recorded on May 1, 2019 at Reception No. 4485835 in the Office of the Weld County Clerk and Recorder, whereby Mortgage Consultants, as the Subdivider defined in the Agreement, agreed to plan for, install and construct public improvements required to serve the Cottonwood Hollow Filing 1 subdivision (the “Subdivision”), as legally described in the Agreement;

WHEREAS, Mortgage is under contract to sell to Forestar all of the platted lots within the Subdivision which platted lots are identified and described on **Exhibit A**, attached hereto and incorporated herein (“Forestar Property”); and

WHEREAS, under the contract for sale, Forestar has agreed to complete the public improvements required to be constructed by Mortgage under the Agreement that are described and identified in Exhibit B to the Agreement (“Forestar-Provided Public Improvements”);

WHEREAS, Mortgage desires to assign to Forestar a portion of its rights, title, interest, and obligations under the Agreement, but only to the extent such rights and obligations apply to the Forestar Property and the Forestar-Provided Public Improvements, and Forestar desires to fulfill the Agreement’s obligations to the extent such obligations apply to the Forestar Property and Forestar-Provided Public Improvements; and

WHEREAS, Section 8.4 of the Agreement requires Mortgage to provide to the Town written notice of any proposed transfer, assignment or delegation of all or any portion of Mortgage’s rights and obligations under the Agreement to any successor; and

WHEREAS, Section 8.4 of the Agreement further provides that any of the rights and obligations of Mortgage under the Agreement may not be assigned without the written consent of the Town; and

WHEREAS, as required by Section 1.11 of the Agreement, Mortgage has posted cash in the amount of \$3,900,254.00 to guarantee completion of the improvements required by the Agreement (“Improvement Guarantee”)

WHEREAS, the Town consents to the proposed Assignment of the Agreement from Mortgage to Forestar upon the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the recitals, promises, covenants and undertakings herein set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, the Town, Mortgage Consultants and Forestar agree as follows:

1. Incorporation of Recitals. The Parties hereby incorporate the recitals above as part of their agreement as if fully set forth herein.

2. Partial Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgage hereby assigns, sets over and transfers to Forestar all right, title, interest and obligations under the Agreement to the extent such right, interest and obligations apply to the Forestar Property and Forestar-Provided Public Improvements (“Assigned Rights and Obligations”). Notwithstanding the foregoing, Assignor shall retain all rights, title, obligations and interest in all sections of the Agreement other than the Assigned Rights and Obligations and that apply to any and all portions of the Subdivision not otherwise acquired by or conveyed to Assignee. Assignor shall further retain all obligations in the following sections of the Agreement and agrees to perform the same: Sections 2.1, 4.1, 4.3 and 4.4.

3. Assumption of Obligations. Assignee hereby assumes and agrees to perform all of the commitments, obligations, terms, provisions, conditions and covenants of the Assigned Rights and Obligations.

4. Replacement of Improvement Guarantee. Forestar warrants that it shall replace Assignor’s Improvement Guarantee with new security of its own in a form and in the amount required by Section 1.11 of the Agreement, but no less than the amount of Assignor’s Improvement Guarantee, unless the Town determines at its sole discretion that such new security can be issued at a lesser amount. Forestar shall provide the Town a new Improvement Guarantee within 30 days of execution of this Assignment. Such Improvement Guarantee shall be maintained in accordance with and shall otherwise be subject to all terms and requirements of the Agreement. Upon receipt of Assignee’s Improvement Guarantee meeting the requirements of the Agreement, the Town shall return to Mortgage Consultants the Improvement Guarantee posted by it.

5. Effect. Notwithstanding anything in this Assignment to the contrary, this Assignment shall become effective upon the later of full execution by the parties hereto or the date Forestar closes on the purchase of the Forestar Property.

6. Section Headings. The section of headings are inserted herein only for convenience or reference, and in no way shall be defined to limit or describe the scope or intent of any of the provisions in this Assignment.

7. Successors and Assigns. This Assignment shall be binding upon the parties and the successor entity of any party and will be deemed a covenant running with land included

within the Subdivision and will be binding upon all successors in ownership of the land within the Subdivision; provided, however, that in no event will the purchaser of any platted lot within the Subdivision upon which a dwelling has been constructed and issued a certificate of occupancy be deemed to be a successor to Ass hereunder.

8. Counterparts. This Agreement may be executed in any number of counterparts, and, when so executed, shall constitute a single, binding agreement between those persons who have executed such counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Subdivision Agreement as of the day and year first above set forth.

[signature page follows]

**FORESTAR (USA) REAL ESTATE GROUP
INC., A DELAWARE CORPORATION**

By: _____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, as _____ of Forestar (USA) Real Estate Group Inc., a Delaware corporation.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

MORTGAGE CONSULTANTS, LLC
a Colorado limited liability company

By: _____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, as _____ of **MORTGAGE CONSULTANTS, LLC**, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

ACKNOWLEDGEMENT OF NOTICE AND CONSENT TO ASSIGNMENT

The Town of Firestone acknowledges receipt of notice of this Assignment, and acknowledges to Assignor and Assignee that the foregoing Assignment is consented to by:

TOWN OF FIRESTONE, COLORADO

By: _____
Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

Exhibit A
Forestar Property

Lots 1 through 34, Block 1,
Lots 1 through 12, Block 2,
Lots 1 through 3, Block 3,
Lots 1 through 9, Block 4,
Lots 1 through 11, Block 5,
Lots 1 through 17, Block 6,
Cottonwood Hollow, Filing 1
Town of Firestone, Weld County, State of Colorado

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.a

Land Development

Meeting Date: November 18, 2020

Initiated By: Todd Bjerkaas

Dept: Planning & Development

AGENDA TITLE

PUBLIC HEARING Ordinance 981: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND REENACTING IN THEIR ENTIRETY CHAPTERS 15.04 (BUILDING CODE), 15.06 (INTERNATIONAL RESIDENTIAL CODE), 15.08 (NATIONAL ELECTRIC CODE), 15.10 (INTERNATIONAL EXISTING BUILDING CODE), 15.12 (INTERNATIONAL FUEL GAS CODE), 15.32 (INTERNATIONAL FIRE CODE), AND 15.36 (INTERNATIONAL ENERGY CONSERVATION CODE) OF THE FIRESTONE MUNICIPAL CODE; AMENDING TITLE 15 OF THE FIRESTONE MUNICIPAL CODE TO ADD A NEW CHAPTER 15.14 REGARDING ADOPTION OF THE 2018 INTERNATIONAL MECHANICAL CODE; AMENDING TITLE 15 OF THE FIRESTONE MUNICIPAL CODE TO ADD A NEW CHAPTER 15.16 REGARDING ADOPTION OF THE 2018 INTERNATIONAL PLUMBING CODE; AMENDING TITLE 15 OF THE FIRESTONE MUNICIPAL CODE TO ADD A NEW CHAPTER 15.18 REGARDING ADOPTION OF THE 2018 INTERNATIONAL PROPERTY MAINTENANCE CODE; AND AMENDING TITLE 15 OF THE FIRESTONE MUNICIPAL CODE TO ADD A NEW CHAPTER 15.20 REGARDING ADOPTION OF THE 2018 INTERNATIONAL SWIMMING POOL AND SPA CODE

SUMMARY

For the Board of Trustees' consideration is Ordinance 981, which repeals and reenacts existing portions of Title 15 of the Firestone Municipal Code as well as adding new sections to Title 15 as they pertain to the Town's adopted building codes. Pursuant to Part 2 of Article 16, Title 31 of the Colorado Revised Statutes for ordinance codes adopted by reference, the Board of Trustees introduced the ordinance at its October 14, 2020 meeting and scheduled the public hearing with notice in compliance with C.R.S. 31-16-203 for November 18, 2020.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees introduced Ordinance 981 at its October 14, 2020 meeting and scheduled the public hearing with notice in compliance with C.R.S. 31-16-203 for November 18, 2020.

RECOMMENDATION

Staff recommends that the Board of Trustees approved Ordinance 981, an ordinance establishing new building codes for the Town of Firestone.

ALTERNATIVES

ATTACHMENTS

1. Ordinance 981 Building Codes Adoption

FINANCIAL CONSIDERATIONS

ORDINANCE NO. 981

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND REENACTING IN THEIR ENTIRETY CHAPTERS 15.04 (BUILDING CODE), 15.06 (INTERNATIONAL RESIDENTIAL CODE), 15.08 (NATIONAL ELECTRIC CODE), 15.10 (INTERNATIONAL EXISTING BUILDING CODE), 15.12 (INTERNATIONAL FUEL GAS CODE), 15.32 (INTERNATIONAL FIRE CODE), AND 15.36 (INTERNATIONAL ENERGY CONSERVATION CODE) OF THE FIRESTONE MUNICIPAL CODE; AMENDING TITLE 15 OF THE FIRESTONE MUNICIPAL CODE TO ADD A NEW CHAPTER 15.14 REGARDING ADOPTION OF THE 2018 INTERNATIONAL MECHANICAL CODE; AMENDING TITLE 15 OF THE FIRESTONE MUNICIPAL CODE TO ADD A NEW CHAPTER 15.16 REGARDING ADOPTION OF THE 2018 INTERNATIONAL PLUMBING CODE; AMENDING TITLE 15 OF THE FIRESTONE MUNICIPAL CODE TO ADD A NEW CHAPTER 15.18 REGARDING ADOPTION OF THE 2018 INTERNATIONAL PROPERTY MAINTENANCE CODE; AND AMENDING TITLE 15 OF THE FIRESTONE MUNICIPAL CODE TO ADD A NEW CHAPTER 15.20 REGARDING ADOPTION OF THE 2018 INTERNATIONAL SWIMMING POOL AND SPA CODE

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

Section 1. Chapter 15.04, "Building Code," of the Firestone Municipal Code is hereby repealed in its entirety and re-enacted to read as follows:

Chapter 15.04 International Building Code.

15.04.010 Adoption of the International Building Code.

The International Building Code 2018 Edition, as published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478, Chapters 1 through 35 inclusive and Appendix Chapters I and N, is hereby adopted by reference as the Town of Firestone Building Code (referenced in this chapter as the IBC and thereafter referred to as "this code") as if fully set out in this codification, with, however, the amendments indicated in the following sections of this chapter.

15.04.015 IBC Section 101.1.

IBC Section 101.1 (Title) is amended to read as follows:

These regulations shall be known as the *Building Code* of the Town of Firestone, hereinafter referred to as "this code."

15.04.020 IBC Section 101.4.3.

IBC Section 101.4.3 (Plumbing) is amended to read as follows:

The provisions of the International Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

15.04.025 IBC Section 101.4.5.

IBC Section 101.4.5 (Fire Prevention) is amended to read as follows:

The provisions of the International Fire Code, as adopted by the Town, shall apply to matters affecting or relating to structures, shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression, automatic sprinkler systems and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

15.04.030 IBC Section 105.2.

IBC Section 105.2 (Work exempt from permit) item 2 of the Building portion of this section is amended to read as follows:

2. Fences not over 6 feet (1828 mm) high.

15.04.035 IBC Section 105.2.

IBC Section 105.2 (Work exempt from permit) item 14 of the Building portion of this section is amended to read as follows:

14. Shingle repair or replacement work not exceeding one square (100 square feet in area) of covering per building.

15.04.040 IBC Section 105.5.

IBC Section 105.5 (Expiration) is deleted in its entirety and replaced as follows:

Every permit issued shall expire and become null and void upon the occurrence of any one of the following events:

- (a) A failure to commence work within 180 days from the date of permit issuance; or
- (b) A failure to request or arrange for a required inspection to be performed with respect to newly completed work within 180 days from the date of permit issuance; or

(c) A period of 180 days has lapsed following a required inspection without obtaining a subsequent required inspection.

The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

Permits that have expired must be re-applied for by the issuance of a new building permit, together with full payment of the following fees at the time of re-application:

- (a) A reapplication fee set by duly adopted resolution of the Board of Trustees; and
- (b) For expired permits of one year or less in duration, one-half the amount of the original permit fee paid or the full valuation of all uncompleted work, whichever is greater; provided, however, that no changes have been or will be made in the original plans and specifications for such work; or
- (c) For expired permits of greater than one year in duration, the full amount required for a new permit for such work based on the current fee schedule adopted by the Town.

This fee is not refundable if the new permit expires or is withdrawn or cancelled.

15.04.045 IBC Section 105.5.1.

IBC Section 105.5 (Expiration) is amended by the addition of a new subsection 105.5.1 (Completing Work and Final Inspection) to read as follows:

Permits, not otherwise voided by suspension, abandonment or failure to commence work, shall expire two (2) years after the date of issuance, unless the permit has been extended as permitted by Section 105.5. If the building or work authorized by such permit has not received final inspection approval prior to the permit expiration date, all work shall stop until a new permit is obtained for the value of the work remaining unfinished. The building official may approve a period exceeding 24 months for completion of work when the permit holder can demonstrate that the complexity or size of the project makes completing the project within 24 months unreasonable. Any request shall be prior to expiration of the permit.

15.04.050 IBC Section 109.4.

IBC Section 109.4 (Work commencing before permit issuance) is deleted in its entirety and replaced as follows:

Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system for which a permit is required by this code, without first obtaining the necessary permit, may be subject to an investigation fee as established by duly adopted resolution of the Board of Trustees, before a permit may be issued for such work. The amount of the investigation fee may be equal to the permit fee that would be assessed for the specific

type of construction activity. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The payment of such investigation fee shall not exempt an applicant from compliance with all other provisions of either this code or other adopted laws and ordinances of the Town.

15.04.055 IBC Section 109.6.

IBC Section 109.6 (Refunds) is deleted in its entirety and replaced as follows:

The town may authorize refunding of any fee paid hereunder which was erroneously paid or collected. The town may authorize refunding of not more than 80 percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this code. The town may authorize refunding of not more than 80 percent (80%) of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any plan reviewing is done. The town shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

15.04.060 IBC Section 113.1.

IBC Section 113.1 (General) is deleted in its entirety and replaced as follows:

In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a Board of Appeals consisting of three members. This board shall be composed of a person appointed by the Town Manager, a person appointed by the appellant, and a person appointed by the two appointees. The building official shall be an ex officio member of and shall act as the secretary to the board but shall have no vote on any matter before the committee. The board members shall serve for the duration of the appeal. The board shall conform to the standard rules of procedure governing Town Boards and Commissions and shall render their decisions and findings in writing to the appellant, with a duplicate copy to the Building Official. A party may appeal the board's decision to the Board of Trustees in accordance with the procedure set forth in Section 112.4 of this code.

15.04.065 IBC Section 113.3.

IBC Section 113.3 (Qualifications) is amended to read as follows:

The board of appeals shall consist of members who are qualified by experience and training, as verified by the Building Official, to pass on matters pertaining to building construction. The board members may not be employees of either the jurisdiction or the appellant. The board members may not be personally, financially, contractually, professionally, or otherwise indebted, obligated, or bound to the appellant in any manner, nor may they be in any position where they might receive benefit, either personally or professionally, from any decision rendered.

15.04.070 IBC Section 113.4.

IBC Section 113.4 (Board of Trustees review of decisions rendered by the Board of Appeals) is enacted to read as follows:

To appeal a decision of the Board of Appeals a party must, within fifteen (15) calendar days of the board's decision, submit a request for review to the Town Clerk. After submittal of a request for review the Building Official shall, within fifteen (15) calendar days, prepare a certified record. Within thirty (30) calendar days of submittal of a request for review the Board of Trustees shall, based only upon its review of the record, decide to uphold, overturn or modify the decision of the Board of Appeals. The Board of Trustees shall provide the parties a copy of its decision within seven calendar days of making same.

15.04.075 IBC Section 202.

IBC Section 202 (Definitions) is amended by addition of the following:

Sleeping Room (Bedroom). A sleeping room (bedroom) is any enclosed habitable space within a dwelling unit, which complies with the minimum room dimension requirements of IBC Section 1207.3 and contains a closet, an area that is usable as a closet, or an area that is readily convertible for use as a closet. Living rooms, family rooms and other similar habitable areas that are so situated and designed so as to clearly indicate these intended uses, shall not be interpreted as sleeping rooms.

15.04.080 IBC Section 310.4.1.

IBC Section 310.4.1 (Care facilities within a dwelling) is deleted in its entirety and replaced as follows:

Care facilities within a dwelling. Care facilities for six or fewer persons receiving care that are within a single-family dwelling are permitted to comply with the Residential Building Code as adopted by the Town.

15.04.085 IBC Section 915.2.1.

IBC Section 915.2.1 (Dwelling units) is deleted in its entirety and replaced as follows:

Dwelling units. Carbon monoxide detection shall be installed in dwelling units within 15 feet of each separate sleeping area. Where a fuel-burning appliance is located within a bedroom or its attached bathroom, carbon monoxide detection shall be installed within the bedroom.

15.04.090 IBC Section 1030.1.

IBC Section 1030.1 (General) is deleted in its entirety and replaced as follows:

General. In addition to the means of egress required by this chapter, emergency escape and rescue openings shall be provided in the following occupancies:

1. Group R-2 occupancies located in stories with only one exit or access to only one exit as permitted by Tables 1006.3.3(1) and 1006.3.3(2).
2. Group R-3 and R-4 occupancies.

Basements and sleeping rooms below the fourth story above grade plane shall have not fewer than one exterior emergency escape and rescue opening in accordance with this section. Where basements contain one or more sleeping rooms, emergency escape and rescue openings shall be required in each sleeping room, but shall not be required in adjoining areas of the basement. Such openings shall open directly into a public way or to a yard or court that opens to a public way. In new construction, all windows and window wells in unfinished basements shall meet the requirements of section 1030.1 through 1030.5.

Exceptions:

1. Basements with a ceiling height of less than 80 inches (2032 mm) shall not be required to have emergency escape and rescue openings.
2. Emergency escape and rescue openings are not required from basements or sleeping rooms that have an exit door or exit access door that opens directly into a public way or to a yard, court or exterior exit balcony that opens to a public way.
3. Basements without habitable spaces and having not more than 200 square feet (18.6 m²) in floor area shall not be required to have emergency escape and rescue openings.

15.04.100 IBC Section 1301.1.1.

IBC Section 1301.1.1 (Criteria) is amended to read as follows:

Buildings shall be designed and constructed in accordance with the Energy Conservation Code of Town of Firestone.

15.04.110 IBC Section 1612.3.

IBC Section 1612.3 (Establishment of flood hazard areas) is amended to read as follows:

To establish flood hazard areas, the applicable governing authority shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for Town of Firestone," as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map

(FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section.

Section 2. Chapter 15.06, “International Residential Code,” of the Firestone Municipal Code is hereby repealed in its entirety and re-enacted to read as follows:

Chapter 15.06 International Residential Code

15.06.010 Adoption of the International Residential Code.

The International Residential Code for One and Two-Family Dwellings, 2018 Edition, as published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478, Chapters 1 through 10, and 12 through 43 inclusive and Appendix Chapters H (Patio Covers) and M (Home Day Care) is hereby adopted by reference as the Town of Firestone Residential Code (referenced in this chapter as the IRC and thereafter referred to as “this code”) as if fully set out in this codification, with, however, the amendments indicated in the following sections of this chapter.

15.06.015 IRC Section R101.1.

IRC Section R101.1 (Title) is amended to read as follows:

These provisions shall be known as the Residential Code for One-and Two-Family Dwellings of the Town of Firestone, and shall be cited as such and will be referred to herein as “this code.”

15.06.025 IRC Section R105.2.

IRC Section R105.2 (Work exempt from Permit), item 2 of the Building portion of this section is deleted in its entirety replaced with the following:

2. Fences not over 6 feet (1828 mm) high.

15.06.030 IRC Section R105.2.

IRC Section R105.2 (Work exempt from Permit), is amended by the addition of a new item 11 of the Building portion of this section, to read as follows:

11. Shingle repair or replacement work not exceeding one square (100 square feet in area) of covering per building.

15.06.035 IRC Section R105.5.

IRC Section R105.5 (Expiration) is deleted in its entirety and replaced as follows:

Every permit issued shall expire and become null and void upon the occurrence of any one of the following events:

- (a) A failure to commence work within 180 days from the date of permit issuance; or
- (b) A failure to request or arrange for a required inspection to be performed with respect to newly completed work within 180 days from the date of permit issuance; or
- (c) A period of 180 days has lapsed following a required inspection without obtaining a subsequent required inspection.

The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

Permits that have expired must be re-applied for by the issuance of a new building permit, together with full payment of the following fees at the time of re-application:

- (a) A reapplication fee set by duly adopted resolution of the Board of Trustees; and
- (b) For expired permits of one year or less in duration, one-half the amount of the original permit fee paid or the full valuation of all uncompleted work, whichever is greater; provided, however, that no changes have been or will be made in the original plans and specifications for such work; or
- (c) For expired permits of greater than one year in duration, the full amount required for a new permit for such work based on the current fee schedule adopted by the Town.

This fee is not refundable if the new permit expires or is withdrawn or cancelled.

15.06.040 IRC Section R105.5.1.

IRC Section R105.5 (Expiration) is amended by the addition of a new subsection 105.5.1 (Completing Work and Final Inspection) to read as follows:

Permits, not otherwise voided by suspension, abandonment or failure to commence work, shall expire two (2) years after the date of issuance, unless the permit has been extended as permitted by Section 105.5. If the building or work authorized by such permit has not received final inspection approval prior to the permit expiration date, all work shall stop until a new permit is obtained for the value of the work remaining unfinished. The building official may approve a period exceeding 24 months for completion of work when the permit holder can demonstrate that the complexity or size of the project makes completing the project within 24 months unreasonable. Any request shall be prior to expiration of the permit.

15.06.045 IRC Section R108.6.

IRC Section R108.6 (Work commencing before permit issuance) is deleted in its entirety and replaced as follows:

Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system for which a permit is required by this code, without first obtaining the necessary permit, may be subject to an investigation fee as established by duly adopted resolution of the Board of Trustees, before a permit may be issued for such work. The amount of the investigation fee may be equal to the permit fee that would be assessed for the specific type of construction activity. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The payment of such investigation fee shall not exempt an applicant from compliance with all other provisions of either this code or other adopted laws and ordinances of the Town.

15.06.050 IRC Section R108.5.

IRC Section R108.5 (Refunds) is deleted in its entirety and replaced as follows:

The town may authorize refunding of any fee paid hereunder which was erroneously paid or collected. The town may authorize refunding of not more than 80 percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this code. The town may authorize refunding of not more than 80 percent (80%) of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any plan reviewing is done. The town shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

15.06.055 IRC Section R109.1.5.2.

IRC Section R109.1.5 (Other inspections) is amended by the addition of a new subsection R109.1.5.2, to read as follows:

Insulation Inspection. Inspection of the structure shall be made following installation of the wall, ceiling and floor insulation and exterior windows and before wall coverings are installed.

15.06.060 IRC Section R109.1.5.3.

IRC Section R109.1.5 (Other inspections) is amended by the addition of a new subsection R109.1.5.3, to read as follows:

Foundation Lot Certificate. A Foundation Lot Certificate (“FLC”) with setback dimensions prepared and sealed by a Colorado Professional Land Surveyor shall be provided to the Firestone building department no less than three working days prior to requesting a rough inspection of any required building inspection including rough building, mechanical, plumbing, and electrical.

15.06.065 IRC Section R109.1.5.4.

IRC Section R109.1.5 (Other inspections) is amended by the addition of a new subsection R109.1.5.4, to read as follows:

Improvement Location Certificate; Grading Certificate. A final Improvement Location Certificate (“ILC”) and grading certificate shall be submitted to the Firestone building department no less than three working days prior to requesting a final building Inspection. Both the ILC and the final Grading Certificate shall not be older than thirty days of the requested inspection. A grading certificate shall be based on the approved grading plan recorded by the town. An ILC shall be based on the approved plat recorded by the town. An ILC and Grading certificate shall be prepared by a Colorado licensed Engineer or Surveyor and sealed.

15.06.070 IRC Section R112.1.

IRC Section R112.1 (General) is deleted in its entirety and replaced as follows:

In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a Board of Appeals consisting of three members. This board shall be composed of a person appointed by the Town Manager, a person appointed by the appellant, and a person appointed by the two appointees. The building official shall be an ex officio member of and shall act as the secretary to the board but shall have no vote on any matter before the committee. The board members shall serve for the duration of the appeal. The board shall conform to the standard rules of procedure governing Town Boards and Commissions and shall render their decisions and findings in writing to the appellant, with a duplicate copy to the Building Official. A party may appeal the board’s decision to the Board of Trustees in accordance with the procedure set forth in Section 112.4 of this code.

15.06.075 IRC Section R112.3.

IRC Section R112.3 (Qualifications) is amended to read as follows:

The board of appeals shall consist of members who are qualified by experience and training, as verified by the Building Official, to pass on matters pertaining to building construction. The board members may not be employees of either the jurisdiction or the appellant. The board members may not be personally, financially, contractually, professionally, or otherwise indebted, obligated, or bound to the appellant in any manner, nor may they be in any position where they might receive benefit, either personally or professionally, from any decision rendered.

15.06.080 IRC Section R112.4.

IRC Section 112.4 (Board of Trustees review of decisions rendered by the Board of Appeals) is enacted to read as follows:

To appeal a decision of the Board of Appeals a party must, within fifteen (15) calendar days of the board's decision, submit a request for review to the Town Clerk. After submittal of a request for review the Building Official shall, within fifteen (15) calendar days, prepare a certified record. Within thirty (30) calendar days of submittal of a request for review the Board of Trustees shall, based only upon its review of the record, decide to uphold, overturn or modify the decision of the Board of Appeals. The Board of Trustees shall provide the parties a copy of its decision within seven calendar days of making same.

15.06.085 IRC Section R202.

IRC Section R202 (Definitions) is amended by addition of the following:

Sleeping Room (Bedroom). A sleeping room (bedroom) is any enclosed habitable space within a dwelling unit, which complies with the minimum room dimension requirements of IRC Sections 304 and 305 and contains a closet, an area that is usable as a closet, or an area that is readily convertible for use as a closet. Living rooms, family rooms and other similar habitable areas that are so situated and designed so as to clearly indicate these intended uses, shall not be interpreted as sleeping rooms.

15.06.090 IRC Table R301.2 (1).

IRC Table R301.2 (1) as amended is adopted to read as follows:

Table R301.2 (1) Climatic and Geographic Design Criteria

15.06.095 IRC Section R310.1.

IRC Sections R310.1 (Emergency escape and rescue opening required) is deleted in its entirety and replaced as follows:

Emergency escape and rescue opening required. Basements, habitable attics and every sleeping room shall have not less than one operable emergency escape and rescue opening.

Ground Snow Load (psf)	Wind Design		Seismic Design Category	Subject to Damage From			Winter Design Temp	Ice Barrier Underlayment Required	Flood Hazards	Air Freezing Index	Mean Annual Temp
	Basic Wind Speed (v)	Topographic Effects		Weathering	Frost Line Depth (inches)	Termite					
30	115	NO	B	Severe	30	Slight to moderate	1°F	YES	2014	1000	45° F

Where basements contain one or more sleeping rooms, an emergency escape and rescue

opening shall be required in each sleeping room. Emergency escape and rescue openings shall open directly into a public way, or to a yard or court that opens to a public way. In new construction, windows and window wells in unfinished basements shall meet all the requirements of section R310. 1.1 through R310.2.4.

Exceptions:

1. Storm shelters and basements used only to house mechanical equipment not exceeding a total floor area of 200 square feet (18.58 m²).

15.06.100 IRC Section R310.2.3.1.

IRC Section R310.2.3.1 (Ladder and steps) is amended to read as follows:

Window wells with a vertical depth greater than 44 inches (1118 mm) shall be equipped with a permanently affixed ladder or steps usable with the window in the fully open position. Ladders or steps required by this section shall not be required to comply with Section R311.7. Ladders or rungs shall have an inside width of not less than 12 inches (305 mm), shall project not less than 3 inches (76 mm) from the wall and shall be spaced not more than 18 inches (457 mm) on center vertically for the full height of the window well. Only one window well ladder shall be required in an unfinished basement.

15.06.105 IRC Section R313.2.

IRC Section R312.2 (One- and two-family dwellings automatic fire sprinkler systems) is deleted in its entirety and replaced as follows:

An automatic residential fire sprinkler system shall not be required to be installed in one- and two-family dwellings.

Exception: An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic residential sprinkler system.

R313.2.1 Design and installation.

Automatic residential fire sprinkler systems shall be designed and installed in accordance with Section P2904 or NFPA 13D.

15.06.110 IRC Section R315.3.

IRC Section R315.3 (Location) is deleted in its entirety and replaced as follows:

Carbon monoxide detection shall be installed in dwelling units within 15 feet of each separate sleeping area. Where a fuel-burning appliance is located within a bedroom or its attached bathroom, carbon monoxide detection shall be installed within the bedroom.

15.06.115 IRC Section R401.2.

IRC Section R401.2 (Requirements) is amended to read as follows:

Foundation construction shall be capable of accommodating all loads in accordance with Section R301 and of transmitting the resulting loads to the supporting soil. Fill soils that support footings and foundations shall be designed, installed and tested in accordance with accepted engineering practice. Foundations for new dwellings or additions to existing dwellings shall be designed and the construction drawings stamped by a Colorado registered design professional. The foundation design must be based on an engineer's soils report. The drawings must be noted with the engineering firm name, specific location for design and soils report number. A site certification prepared by State of Colorado registered design professional is required for setback verification on all new Group R Division 3 occupancies.

15.06.120 IRC Section R405.1.

IRC Section R405.1 (Concrete or masonry foundations) is amended by the addition of the following provision, to read as follows:

All foundation drains shall be designed and inspected by a State of Colorado registered design professional.

15.06.125 IRC Section R905.2.8.3.

IRC Section R905.2.8.3 (Sidewall flashing) is amended to read as follows:

Base flashing against a vertical sidewall shall be step flashing and shall be not less than 4 inches (102 mm) in height and 4 inches (102 mm) in width and shall direct water away from the vertical sidewall onto the roof or into the gutter. Where siding is provided on the vertical sidewall, the vertical leg of the flashing shall be continuous under the siding. Where anchored masonry veneer is provided on the vertical sidewall, the base flashing shall be provided in accordance with this section and counterflashing shall be provided in accordance with Section R703.8.2.2. Where exterior plaster or adhered masonry veneer is provided on the vertical sidewall, the base flashing shall be provided in accordance with this section and Section R703.6.

15.06.130 IRC Section G2415.12.

IRC Section G2415.12 (Minimum burial depth) is amended by the addition of the following provision, to read as follows:

All plastic fuel gas piping shall be installed a minimum of 18 inches (457 mm) below grade.

15.06.135 IRC Section G2415.12.1.

IRC Section G2415.12.1 (Individual outside appliances) is deleted in its entirety.

15.06.140 IRC Section G2417.4.1.

IRC Section G2417.4.1 (Test pressure) is amended to read as follows:

The test pressure to be used shall be not less than 1 and 1/2 times the proposed maximum working pressure, but not less than 10 psig (20 kPa gauge), irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.

15.06.145 IRC Section G2417.4.2.

IRC Section G2417.4.2 (Test duration) is amended to read as follows:

The test duration shall be not less than 15 minutes.

15.06.150 IRC Section P2503.5.1.

IRC Section P2503.5.1 Rough plumbing. is amended to read as follows:

DWV systems shall be tested on completion of the rough piping installation by water or air without evidence of leakage. Either test shall be applied to the drainage system in its entirety or in sections after rough-in piping has been installed, as follows:

15.06.155 IRC Section P2603.5.1.

IRC Section P2603.5.1 (Sewer depth) is amended to read as follows:

Building sewers that connect to private sewage disposal systems shall be not less than 12 inches (305 mm) below finished grade at the point of septic tank connection. Building sewers shall be not less than 12 inches (305 mm) below grade.

15.06.160 IRC Section P2913.

IRC Section P2913 (Reclaimed water systems) is deleted in its entirety.

15.06.165 IRC Section P3103.1.1.

IRC Section P3103.1.1 (Roof extension) is amended to read as follows:

Open vent pipes that extend through a roof that do not meet the conditions of Section P3103.1.2 or P3103.1.3 shall terminate not less than 12 inches (300mm) above the roof or 12 inches (300mm) above the anticipated snow accumulation, whichever is greater.

Section 3. Chapter 15.08, “National Electric Code” of the Firestone Municipal Code is hereby repealed in its entirety and re-enacted to read as follows:

Chapter 15.08 National Electrical Code.

15.08.010 Adoption of the National Electrical Code.

The National Electrical Code (also known as NFPA 70) 2020 Edition, as published by the National Fire Protection Association, One Batterymarch Park, Quincy, MA 02169, (referenced in this chapter as the NEC), is hereby adopted by reference as the Town of Firestone Electrical Code (thereinafter referred to as “this code”), as if fully set out in this codification.

Section 4. Chapter 15.10, “International Existing Building Code,” of the Firestone Municipal Code is hereby repealed in its entirety and re-enacted to read as follows:

Chapter 15.10 International Existing Building Code.

15.10.010 Adoption of the International Existing Building Code.

The International Existing Building Code, 2018 Edition, as published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478, Chapters 1 through 16 inclusive (referenced in this chapter as the IEBC and thereafter referred to as “this code”), is hereby adopted by reference as the Town of Firestone Existing Building Code, as if fully set out in this codification with, however, the amendments indicated in the following sections of this chapter.

15.10.015 IEBC Section 101.1.

IFGC Section 101.1 (Title) is amended to read as follows:

These regulations shall be known as the Existing Building Code of the Town of Firestone, hereinafter referred to as “this code.”

15.10.020 IEBC Section 1401.2.

IEBC Section 1401.2 (Conformance) is deleted in its entirety and replaced as follows:

Structures moved into or within the jurisdiction shall comply with the provision of this code for new structures.

Section 5. Chapter 15.12, “International Fuel Gas Code,” of the Firestone Municipal Code is hereby repealed in its entirety and re-enacted to read as follows:

Chapter 15.12 International Fuel Gas Code.

15.12.010 Adoption of the International Fuel Gas Code.

The International Fuel Gas Code, 2018 Edition, as published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478 (referenced in this chapter as the IFGC and thereafter referred to as “this code”), Chapters 1 through 8 inclusive is hereby adopted by reference as the Town of Firestone Fuel Gas Code, as if fully set out in this codification with, however, the amendments indicated in the following sections of this chapter.

15.12.015 IFGC Section 101.1.

IFGC Section 101.1 (Title) is amended to read as follows:

These regulations shall be known as the Fuel Gas Code of the Town of Firestone, hereinafter referred to as “this code.”

15.12.020 IFGC Section 404.12.

IFGC Section 404.12 (Minimum burial depth) is amended to read as follows:

Underground piping systems shall be installed a minimum depth of 12 inches (305 mm) below grade. All plastic fuel gas piping shall be installed a minimum of 18 inches (457 mm) below grade.

15.12.025 IFGC Section 404.12.1.

IFGC Section 404.12.1 (Individual outside appliances) is deleted in its entirety.

15.12.030 IFGC Section 406.4.1.

IFGC Section 406.4.1 (Test pressure) is amended to read as follows:

The test pressure to be used shall be not less than 1 1/2 times the proposed maximum working pressure, but not less than 10 psig -(20 kPa gauge), irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.

15.12.035 IFGC Section 406.4.2.

IFGC Section 406.4.2 (Test duration) is amended to read as follows:

Test duration shall be not less than 1/2 hour for each 500 cubic feet (14 m³) of pipe volume or fraction thereof. When testing a system having a volume less than 10 cubic feet (0.28 m³) or a

system in a single- family dwelling, the test duration shall be not less than 15 minutes. The duration of the test shall not be required to exceed 24 hours.

Section 6. Title 15 of the Firestone Municipal Code is hereby amended by the addition of a new chapter 15.14, to read as follows:

Chapter 15.14 International Mechanical Code.

15.14.010 Adoption of the International Mechanical Code.

The International Mechanical Code 2018 Edition, as published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478, Chapters 1 through 15 inclusive is hereby adopted by reference as the Town of Firestone Mechanical Code (referenced in this chapter as the IMC and thereafter referred to as “this code”), as if fully set out in this codification with, however, the amendments indicated in the following sections of this chapter.

15.14.015 IMC Section 101.1.

IMC Section 101.1 (Title) is amended to read as follows:

These regulations shall be known as the Mechanical Code of the Town of Firestone, hereinafter referred to as “this code.”

Section 7. Chapter 15.16, “International Plumbing Code,” of the Firestone Municipal Code is hereby repealed in its entirety and re-enacted to read as follows:

Chapter 15.16 International Plumbing Code.

15.16.010 Adoption of the International Plumbing Code.

The International Plumbing Code 2018 Edition, as published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478, Chapters 1 through 15 inclusive is hereby adopted by reference as the Town of Firestone Plumbing Code (referenced in this chapter as the IPC and thereafter referred to as “this code”), as if fully set out in this codification with, however, the amendments indicated in the following sections of this chapter.

15.16.015 IPC Section 101.1.

IPC Section 101.1 (Title) is amended to read as follows:

These regulations shall be known as the Plumbing Code of the Town of Firestone, hereinafter referred to as “this code.”

15.16.020 IPC Sections 103, 104, 105, 106, 107, 108 and 109.

IPC Sections 103 (Department of Plumbing Inspection), 104 (Duties and powers of the code official), 105 (Approval), and 106 (Permits), 107 (Inspections and Testing), 108 (Violations), and 109 (Means of Appeals) are deleted in their entirety.

15.16.025 IPC Section 103.

IPC Section 103 (Administrative provisions) is enacted to read as follows:

Sections 103 through Section 116, inclusive, of the Building Code, as adopted and amended by the Town, shall serve to provide the administrative, organizational and enforcement rules and regulations for this code.

15.16.030 IPC Section 305.4.1.

IPC Section 305.4.1 (Sewer depth) is amended to read as follows:

Building sewers that connect to private sewage disposal systems shall be installed not less than 12 inches (304.8 mm) below finished grade at the point of septic tank connection. Building sewers shall be installed not less than 12 inches (304.8 mm) below grade.

15.16.035 IPC Section 312.3.

IPC Section 312.3 (Drainage and vent air test) is amended to read as follows:

An air test shall be made by forcing air into the system until there is a uniform gauge pressure of 5 psi (34.5 kPa) or sufficient to balance a 10-inch (254 mm) column of mercury. This pressure shall be held for a test period of not less than 15 minutes. Any adjustments to the test pressure required because of changes in ambient temperatures or the seating of gaskets shall be made prior to the beginning of the test period.

15.16.040 IPC Section 903.1.

IPC Section 903.1 (Roof extension) is amended to read as follows:

Open vent pipes that extend through a roof shall be terminated not less than 12 inches (152.4 mm) above the roof. Where a roof is to be used for assembly or as a promenade, observation deck, sunbathing deck or similar purposes, open vent pipes shall terminate not less than 7 feet (2134 mm) above the roof.

15.16.045 IPC Section 1304.

IPC Section 1304 (Reclaimed water systems) is deleted in its entirety.

Section 8. Title 15 of the Firestone Municipal Code is hereby amended by addition of a new chapter 15.18, to read as follows:

Chapter 15.18 International Property Maintenance Code

15.18.010 Adoption of the International Property Maintenance Code.

The International Property Maintenance Code 2018 Edition, as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, Chapters 1 through 8 inclusive, is hereby adopted by reference as the Town of Firestone Property Maintenance Code (referenced in this chapter as the IPMC and thereafter referred to as “this code”) as if fully set out in this ordinance with the additions, deletions, insertions and changes as follows.

15.18.015 IPMC Section 101.1.

IPMC Section 101.1 (Title) is amended to read as follows:

These regulations shall be known as the Property Maintenance Code of the Town of Firestone, hereinafter referred to as “this code.”

15.18.020 IPMC Section 102.3.

IPMC Section 102.3 (Application of other codes) is amended to read as follows:

Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the International Building Code, International Existing Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, International Plumbing Code and National Electric Code.

15.18.025 IPMC Section 103.5.

IPMC Section 103.5 (Fees) is deleted in its entirety.

15.18.030 IPMC Section 111.

IPMC Section 111 (Means of Appeal) is deleted in its entirety and replaced as follows:

Section 113 and Appendix Chapter K of the Building Code, as adopted and amended by the Town, shall serve to provide the administrative appeal procedural rules and regulations for this code.

Section 9. Title 15 of the Firestone Municipal Code is hereby amended by addition of a new chapter 15.20, to read as follows:

Chapter 15.20

International Swimming Pool and Spa Code.

15.20.010 Adoption of the International Swimming Pool and Spa Code.

The International Swimming Pool and Space Code 2018 Edition, as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, Chapters 1 through 11 inclusive, is hereby adopted by reference as the Town of Firestone Swimming Pool and Spa Code (referenced in this chapter as the ISPSC and thereafter referred to as “this code”) as if fully set out in this ordinance with the additions, deletions, insertions and changes as follows.

15.20.015 ISPSC Section 101.1.

ISPSC Section 101.1 (Title) is amended to read as follows:

These regulations shall be known as the Swimming Pool and Spa Code of the Town of Firestone, hereinafter referred to as “this code.”

Section 10. Chapter 15.32, “Fire Code,” of the Firestone Municipal Code is hereby repealed in its entirety and re-enacted to read as follows:

Chapter 15.32

International Fire Code.

15.32.010 Adoption of the International Fire Code.

The International Fire Code, 2018 Edition, as published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478, (the “International Fire Code”), Chapters 1-80 inclusive and Appendix Chapters A-N (referenced in this chapter as “IFC” and thereafter referred to as “this code”), is hereby adopted by reference as the Fire Code of and for the Town of Firestone (“Town”), as if fully set out in this ordinance, except for such portions as are hereinafter deleted or amended in the following sections of this chapter.

15.32.015 IFC Section 109.1.

IFC Section 109.1 (Board of appeals established) is deleted in its entirety and replaced as follows:

In order to hear and decide appeals of orders, decisions or determinations made by the fire code official in the application and interpretation of this code, there is hereby created a board of appeals. The three-member board of appeals shall be comprised of the Chief Building Official, the Fire Chief, and an independent fire safety engineer, architect, industrial hygienist or other qualified individual with expertise in interpreting and applying this code with respect to the specific issues being appealed, and who is mutually agreed upon by the Chief Building Official and the Fire Chief. The board of appeals may adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a copy to the fire code official.

15.32.020 IFC Section 109.3.

IFC Section 109.3 (Qualifications) is deleted in its entirety.

15.32.025 IFC Section 109.4.

IFC Section 109.4 (Board of Trustees review of decisions rendered by the board of appeals) is hereby created and enacted to read as follows:

To appeal a decision of the board of appeals, a party must, within fifteen (15) calendar days of the board's decision, submit a request for review to the town clerk. After submittal of a request for review, the fire code official shall, within 15 days, prepare a certified record. Within thirty (30) calendar days of submittal of a request for review, city council shall, based only upon its review of the record, decide to uphold, overturn or modify the decision of the board of appeals. The Board of Trustees shall provide the parties a copy of its decision within seven calendar days of making same.

15.32.025 IFC Section 202.

IFC Section 202 (General definitions) is amended by changing the following general definitions:

(a) Educational Group E is amended to read as follows:

[BG] Educational Group E. Educational Group E occupancy includes, among others, the use of a building or structure, or a portion thereof, by seven or more persons at any one time for educational purposes through the 12th grade.

[BG] Group E, day care facilities. This group includes buildings and structures or portions thereof occupied by more than six children who receive educational, supervision or personal care services for less than 24 hours per day.

[BG] Six or fewer children. A facility having six or fewer children receiving such care shall be classified as part of the primary occupancy.

[BG] Six or fewer children in a dwelling unit. A facility such as the above within a dwelling unit and having six or fewer children receiving such care shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code.

15.32.030 IFC Section 904.1.

IFC Section 904.1 (General) is amended to read as follows:

Automatic fire-extinguishing systems, other than automatic sprinkler systems, shall be designed, installed, inspected, tested and maintained in accordance with the provisions of this section and the applicable referenced standards. Alarms shall be required to indicate the operation of alternative automatic fire-extinguishing systems, distinctive audible, visible alarms and warning signs shall be provided to warn of pending agent discharge. All alternative

automatic fire-extinguishing systems shall be monitored by a building fire alarm system in accordance with NFPA 72.

15.32.035 IFC Section 904.3.4.

IFC Section 904.3.4 (Alarms and warning signs) is amended to read as follows:

Alarms shall be required to indicate the operation of automatic fire-extinguishing systems, distinctive audible, visible alarms and warning signs shall be provided to warn of pending agent discharge. Where exposure to automatic-extinguishing agents poses a hazard to persons and a delay is required to ensure the evacuation of occupants before agent discharge, a separate warning signal shall be provided to alert occupants once agent discharge has begun. Audible signals shall be in accordance with Section 907.5.2.

15.32.040 IFC Section 904.3.5.

IFC Section 904.3.5 (Monitoring) is amended to read as follows:

An automatic fire-extinguishing system shall be monitored by a building fire alarm system in accordance with NFPA 72.

15.32.045 IFC Section 907.2.7.1.

IFC Section 907.2.7.1 (Occupation notification) is deleted in its entirety.

15.32.050 Appendix A (Board of Appeals) of the IFC.

Appendix A of the IFC (Board of Appeals) is deleted in its entirety and replaced as follows:

Appendix A – Board of Appeals

Section A101 – General.

A101.1 Scope. A board of appeals shall be established within the jurisdiction for the purpose of hearing applications for modification of the requirements of the International Fire Code pursuant to the provisions of Section 108. The board shall be established and operated in accordance with this section, and shall be authorized to hear evidence from appellants, the fire code official, and other interested parties pertaining to the application and intent of this code for the purpose of issuing orders pursuant to these provisions.

A101.2 Membership. The three-member board shall consist of the Chief Building Official, the Fire Chief, and an independent fire safety engineer, architect, industrial hygienist or other qualified individual with expertise in interpreting and applying this code with respect to the issues being

appealed. The Fire Chief and the Chief Building Official shall mutually agree upon the individual to serve as the third board member.

A101.3 Quorum. All three members of the board are required for a quorum. In varying the application of any provisions of this code or in modifying an order of the fire code official, an affirmative vote of at least two of the three board members is required.

A101.4 Secretary of the Board. The Fire District's Administrative Assistant shall serve as the secretary of the board and shall keep a detailed record of all its proceedings, which shall set forth the reasons for its decisions, and the vote of each member.

A101.5 Meetings. The board shall meet within ten (10) days after notice of appeal has been received, or as soon thereafter as practicable.

A101.6 Procedures. The board shall establish rules and regulations for its own procedures not inconsistent with the provisions of the Firestone Municipal Code and laws of the State of Colorado.

A101.7 Decisions. Every decision shall be promptly filed in writing in the office of the fire code official, the town administrator, and town clerk and shall be open to public inspection. A copy of such decision shall be kept publicly posted in the office of the fire code official for twenty-one days (21) days after filing. A certified copy of the final board decision shall be sent by mail or otherwise to the appellant by the fire code official.

A101.8 Board of Trustees Review. The town board of trustees, at its discretion and by motion, may call up any decision of the board within twenty-one (21) days after the date of issuance of the board's written decision. In the event of such call up, the following shall apply:

A101.8.1 The board of trustees shall consider the board's decision at a public hearing held subsequent to the meeting at which the decision was called up, and notice of such public hearing shall be provided to the appellant at least five (5) days in advance of the public hearing.

A101.8.2 The board of trustees call up review shall be *de novo*; in addition to the information submitted at its public hearing, the board of trustees may receive and consider the board's minutes, any staff reports, and reviews and recommendations provided by town staff or fire district staff, and such other information as the board of trustees determines relevant to review of the decision subject to its call up.

A101.8.3. The board of trustees may uphold, reverse or modify the decision of the board subject to its call up. The board of trustees' decision shall be promptly filed in writing in the office of the fire code official and the town clerk and shall be open to public inspection. A copy of such board of trustee's decision shall be kept publicly posted in the office of the fire code official for twenty-one days (21) days after filing. A certified copy of the final board of trustees' decision shall be sent by mail or otherwise to the appellant by the town clerk.

A101.8.4 Failure of the board of trustees to call up a decision of the board prior to the expiration of twenty-one (21) days after the date of issuance of the board's written decision shall render the board's decision final for purposes of judicial review

Section 11. Chapter 15.36, "International Energy Conservation Code," of the Firestone Municipal Code is hereby repealed in its entirety and re-enacted to read as follows:

Chapter 15.36 International Energy Conservation Code.

15.36.010 Adoption of the International Energy Conservation Code.

The International Energy Conservation Code 2012 Edition, as published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478, Chapters 1 through X inclusive is hereby adopted by reference as the Town of Firestone Energy Conservation Code (referenced in this chapter as the IECC and thereafter referred to as "this code"), as if fully set out in this codification with, however, the amendments indicated in the following sections of this chapter.

15.36.015 IECC Section 101.1.

IECC Section 101.1 (Title) is amended to read as follows:

These regulations shall be known as the Energy Conservation Code of the Town of Firestone, and shall be cited as such. It is referred to herein to as "this code."

15.36.020 IECC: Part-2 Administration and Enforcement.

IECC Part-2 Administration and Enforcement is enacted to read as follows:

Sections 103 through Section 116, inclusive, of the Building Code, as adopted and amended by the City, shall serve to provide the administrative, organizational and enforcement rules and regulations for this code.

Section 12. 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 13. Violations of this ordinance shall be punishable in accordance with Section 1.16.010 of the Municipal Code of the Town of Firestone, Colorado, which reads in its entirety as follows:

- A. No person shall violate any of the provisions of the ordinances of the Town. Except in cases where a different punishment is prescribed by any ordinance of the Town, any person, at least ten years of age but not yet eighteen years of age, who violates any of the provisions of the ordinances of the Town, shall be punished by a fine not exceeding, at the time of the commission of the offense, the maximum fine established by the state for municipal ordinance violations.
- B. No person shall violate any of the provisions of the ordinances of the Town. Except in cases where a different punishment is prescribed by any ordinance of the Town, any person eighteen years of age or older at the time of the violation, who violates any of the provisions of the ordinances of the Town, shall be punished by a fine not exceeding, at the time of the commission of the offense, the maximum fine established by the state for municipal ordinance violations or by imprisonment not to exceed 364 days, or both such fine and imprisonment.
- C. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of the ordinances of Firestone, Colorado, is committed, continued or permitted by any such person, and he or she shall be punished accordingly.

Section 14. 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.

Section 15. Copies of the International Building Code, National Electrical Code, International Plumbing Code, International Mechanical Code, International Energy Conservation Code, International Fuel Gas Code, International Property Maintenance Code, International Swimming Pool and Spa Code, International Residential Code, International Fire Code and International Existing Building Code, as referenced herein in this ordinance shall be available for inspection at the Office of the City Clerk.

Section 14. This ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

INTRODUCED, READ, APPROVED, AND ORDERED PUBLISHED IN
FULL this ___th day of _____, 2020.

ADOPTED, APPROVED AND ORDERED PUBLISHED this ____ day of _____, 2020

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

APPROVED AS TO FORM:

Jessica Koenig, Town Clerk

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.b

Land Development

Meeting Date: November 18, 2020

Initiated By:

Dept: Planning & Development

AGENDA TITLE

Resolution 20-116: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE FIRESTONE BUILDING ADMINISTRATIVE FEE SCHEDULE

SUMMARY

For the Board of Trustees' consideration is a resolution establishing certain fees related to the Town's processing, review, and consideration of certain building permit applications and public improvement permits.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Staff recommends the Board of Trustees adopt Resolution No. 20-116 establishing building fees and public improvement permit fees for the Town of Firestone.

ALTERNATIVES

ATTACHMENTS

1. Resolution 20-116 Building & PIP Fees

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 20-116

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, ADOPTING THE FIRESTONE BUILDING ADMINISTRATIVE FEE
SCHEDULE**

WHEREAS, the Town of Firestone ("Town") has recently enacted the 2018 International Building Codes set forth in Title 15 of the Firestone Municipal Code; and

WHEREAS, the Town's Planning and Development Department ("Planning Department") has examined the administrative costs for building services incurred by the Town not addressed in the Town's contractual agreement with SAFEbuilt which provides building inspection services for the Town; and

WHEREAS the Planning Department has determined that the proposed fees are reasonably related to the Town's costs and thus necessary to defray the actual costs incurred by the Town in the performance of the building services provided by the Town: and

WHEREAS, the Planning Department recommends that the Board of Trustees adopt the fees set forth in this resolution.

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

The Board of Trustees of the Town of Firestone hereby adopts the Firestone Building Administrative Fee Schedule in substantially the same form as the copy attached hereto and made a part of this resolution.

INTRODUCED, READ AND ADOPTED this ___ day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

APPROVED AS TO FORM:

Jessica Koenig, Town Clerk

William P. Hayashi, Town Attorney

FIRESTONE BUILDING ADMINISTRATIVE FEE SCHEDULE

Application Type	Building Fee
Commercial (New)	\$200
Commercial (Tenant Finish)	\$100
Fence - Residential	\$75
Fence - Commercial/Development	\$200
Footing and Foundation	\$1,000
One Stop	\$25
Re-Inspection	\$50
Residential (New/Master Plans)	\$100
Residential (other-requiring plan review)	\$50
Sign	\$100
Public Improvement Permit (PIP)	Fee
Project with Town Water	2% of Estimated Cost of Public Improvements
Project without Town Water	1.5% of Estimated Cost of Public Improvements

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.a

Discussion/Action

Meeting Date: November 18, 2020

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 20-112: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT FOR THE CONSTRUCTION OF DIVERSION FACILITIES AND DRAINAGE IMPROVEMENTS BETWEEN THE TOWN OF FIRESTONE AND THE LAST CHANCE DITCH COMPANY

SUMMARY

The staff has been working with the Board of Directors of the Last Chance Ditch Company and with their consultants since December of 2018 regarding the Town's interest in using the Last Chance Ditch (LCD) to convey surface water rights to Firestone Reservoir No. 1. The Town agreed to reimburse the LCD for their direct legal and engineering costs in the review of our planned diversion designs and the development of the necessary agreements with the LCD. The Town does not currently own any shares in the LCD, but as part of the purchase of Reservoir No. 1, the Town secured some of the excess flow capacity in the ditch from a shareholder.

The Town would like two improvements in the LCD to facilitate its use as the primary means to get surface water into Reservoir No. 1; 1) a diversion system that will convey water from the Rural Ditch into the Last Chance Ditch (see the clouded area at the left side of the attached exhibit), and 2) a diversion from the LCD directing water to Firestone Reservoir No. 1 (see the clouded area at the lower right of the attached exhibit). The ditch company's engineer has reviewed the two improvements' designs and recommended their approval to the LCD Board of Directors. The LCD Board then directed its attorney to draft the attached agreement to authorize the improvements and allow the Town and the LCD to work on an Operating Agreement.

The LCD has waived any requirement for the Town to pay a fee to install the improvements contemplated in the agreement. Still, in consideration of the approval of the agreement, the Town is agreeing to install two improvements related to the ditch and stormwater. The agreement requires the Town to install an interim drainage improvement near the Rural Ditch-Last Chance Ditch crossing that will allow some stormwater to be diverted off of the ditch and directed to the St. Vrain River and that this improvement is to be installed with the Reservoir No. 1 improvement project. Then, the Town has 10 years to complete the installation of permanent improvements that convey stormwater under the Last Chance Ditch and WCR 26 and convey them to the St Vrain River, which were anticipated in a 1998 Drainage Basin Master Plan and a previous design of those improvements completed by the Town in 2009.

The agreement has been reviewed by staff, and we found it to be generally in excellent order. We did have some minor comments and have sent them to the LCD for their consideration. However, staff believes that even if the LCD does not agree to all of the revisions, the agreement's general terms and conditions are satisfactory. Staff is presenting both the original DRAFT agreement provided by the LCD and the redlined version we sent back to them.

HISTORY AND PREVIOUS BOARD ACTION

On October 12, 2016, the Board approved Ordinance 897, approving a Purchase and Sale Agreement with LG Everist for a lined gravel pit known as Firestone Reservoir No. 1.

On September 26, 2018, the Board approved a design services agreement with Acuity, LLC, to design infrastructure to get water into and out of Firestone Reservoir No. 1, including two irrigation ditch diversions.

On March 25, 2020, the Board approved Resolution 20-39, adopting the Town of Firestone 2020-2050 Water Action Plan.

On September 23, 2020, the Board approved Resolution 20-85, awarding a construction contract to Hudick Excavating (HEI Civil) to build infrastructure to get water into and out of Firestone Reservoir No. 1, including two irrigation ditch diversions.

RECOMMENDATION

Staff recommends the Board of Trustees approve Resolution No. 20-112, recommending approval of an agreement between the Town of Firestone and the Last Chance Ditch Company and authorize the Mayor and staff to make any final revisions to the agreement.

ALTERNATIVES

The Board could direct staff to make further revisions to the agreement.

ATTACHMENTS

1. Res 20-112 Last Chance Ditch Company Agmt
2. Last Chance Ditch Agreement
3. 20201015 - Firestone-Last Chance Agreement-wk comments
4. LCD Agree Exhibit

FINANCIAL CONSIDERATIONS

The Interim Drainage Improvements referenced in the agreement are currently estimated to be \$200,000.00 and paid from Regional Storm Drainage Impact Fees.

RESOLUTION NO. 20-112

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AGREEMENT FOR THE
CONSTRUCTION OF DIVERSION FACILITIES AND DRAINAGE
IMPROVEMENTS BETWEEN THE TOWN OF FIRESTONE AND THE LAST
CHANCE DITCH COMPANY**

WHEREAS, the Town of Firestone (“Town”) plans to deliver Town water from the Rural Ditch into the Last Chance Ditch for conveyance to the Firestone Reservoirs; and

WHEREAS, the Last Chance Ditch Company is amenable to allowing such conveyance subject to certain terms and conditions, which include:

1. The Town’s construction and installation of a gate structure and diversion, which will draw water from the Last Chance Ditch for conveyance to Firestone Reservoir No. 1; and
2. The Town’s construction of a diversion system to draw water from the Rural Ditch into the Last Chance Ditch for conveyance to Firestone Reservoir No. 1; and
3. The Town’s construction of interim drainage improvements at the location of the proposed diversion system to permit Tri-Town Drainage storm water flow in excess of the Last Chance Ditch’s capacity into a culvert and natural drainageway that will then convey the storm water flow to the St. Vrain River; and

WHEREAS, time is of the essence to ensure that the Town remain on schedule to meet the planned operational date of the Water Treatment Plant such construction must be done this winter when the ditches are not running.

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

The Agreement between the Town of Firestone and Last Chance Ditch Company for Construction of: (1) a Structure through which to deliver water from Rural Ditch into the Last Chance Ditch; (2) a Check Structure and Delivery Turnout Structure intended to convey water from Last Chance Ditch into Firestone Res. No. 1; and (3) an Interim Structure by which to direct Tri-Town Drainage back to St. Vrain Creek through Last Chance Ditch, is approved in substantially the same form as the copy attached hereto and made a part of this resolution, subject to final approval by the Town’s Public Works Director of non-substantive amendments recommended by the Town’s water resource consultants, 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, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

LAST CHANCE–FIRESTONE AGREEMENT FOR CONSTRUCTION OF: (1) A STRUCTURE THROUGH WHICH TO DELIVER WATER FROM RURAL DITCH INTO LAST CHANCE DITCH; (2) A CHECK STRUCTURE AND DELIVERY TURNOUT STRUCTURE INTENDED TO CONVEY WATER FROM LAST CHANCE DITCH INTO FIRESTONE RES. NO. 1; AND (3) AN INTERIM STRUCTURE BY WHICH TO DIRECT TRI-TOWN DRAINAGE BACK TO ST. VRAIN CREEK THROUGH LAST CHANCE DITCH

This **LAST CHANCE–FIRESTONE AGREEMENT FOR CONSTRUCTION OF: (1) A STRUCTURE THROUGH WHICH TO DELIVER WATER FROM RURAL DITCH INTO LAST CHANCE DITCH; (2) A CHECK STRUCTURE AND DELIVERY TURNOUT STRUCTURE INTENDED TO CONVEY WATER FROM LAST CHANCE DITCH INTO FIRESTONE RES. NO. 1; AND (3) AN INTERIM STRUCTURE BY WHICH TO DIRECT TRI-TOWN DRAINAGE BACK TO ST. VRAIN CREEK THROUGH LAST CHANCE DITCH** ("**Agreement**") is made and entered into this ____ day of October 2020, by and between the Last Chance Ditch Company, a Colorado mutual ditch company ("**Last Chance**" or "**Ditch Company**") and the Town of Firestone, a Colorado municipal corporation ("**Firestone**"). Last Chance and Firestone are jointly referred to herein as the **Parties**.

RECITALS

- A.** Last Chance owns, operates and maintains the Last Chance Ditch ("**Ditch**") and its appurtenant operation and maintenance easement ("**Ditch Easement**") located in Weld County, Colorado;
- B.** Firestone claims certain water rights which are subject of a pending water court application in Water Division No. 1 under Case No. 19CW3236, and which include plans to deliver Firestone's water rights from the Rural Ditch into the Last Chance Ditch for subsequent delivery into Firestone Reservoir Nos. 1 and 2 (on Brooks Farm and Lohmann Farm, respectively), or deliver back to St. Vrain Creek ("**Firestone Water**");
- C.** Firestone does not own shares of the capital stock of Last Chance, but has executed a Use Agreement with L.G. Everist ("**LGE**") which does own Last Chance stock, under which Use Agreement, and subject to approval from Last Chance pursuant to its Policy on use of excess capacity in the Ditch, Firestone may use LGE's pro-rata share of excess capacity in the Ditch for delivery of Firestone Water;
- D.** The location at which Firestone Water will be delivered into the Ditch is in the in the NE ¼ of the NW ¼ of Section 1, Township 2 North, Range 68 West of the 6th P.M., in Weld County, Colorado as the same is depicted in **Exhibit A** which is attached hereto and incorporated by reference herein;
- E.** The turn-out structure to delivery water out of the Rural Ditch and into the Last Chance Ditch is subject of a separate agreement between Firestone and the Rural Ditch Company ("**Rural Agreement**"), although Last Chance's approval of Firestone's plans pursuant to this Agreement includes protection of the Ditch from the inflow of such delivered water;
- F.** The location at which Firestone desires to locate a new check structure to deliver Firestone Water from the Ditch to Firestone Reservoir No. 1 is in the NE ¼ of the NW ¼ of Section 1, Township 2 North, Range 68 West of the 6th P.M., in Weld County, Colorado ("**New Structure**") as the same is depicted in **Exhibit A** which is attached hereto and incorporated by reference herein;

- G. Firestone desires to obtain Last Chance's permission to construct, install, operate, maintain, repair, replace, and remove the New Structure ("**Approved Activities for New Structure**");
- H. Last Chance will approve the construction and installation of the New Structure, provided it is in constructed and installed in accordance with the plans and specifications submitted to the Company and approved by the Company's consulting engineer, and subject to the terms, conditions, and covenants set forth in this Agreement;
- I. As consideration for the New Structure, Firestone agrees: (a) to construct and install an interim structure, subject to plans and specifications to be submitted to and approved by both Rural and Last Chance, to manage the drainage from Firestone, the Town of Frederick, and the Town of Dacono (collectively, the three Towns are referred to herein as the "**Tri-Towns**" and the drainage therefrom is referred to as the "**Tri-Town Drainage**") which has historically been delivered to St. Vrain Creek via initial discharge into the Last Chance Ditch near the location at which the Ditch crosses the Last Chance Ditch, as such location is depicted in **Exhibit B ("Interim Drainage Structure")**; and (b) not more than ten (10) years from the execution of this Agreement or the Rural Agreement, whichever is later, to construct and install a permanent structure, subject to plans and specifications to be submitted to and approved by both Rural and Last Chance, to manage the delivery of the Tri-Town Drainage to St. Vrain Creek which delivery may or may not be conveyed through a relocated portion of the Ditch ("**Permanent Drainage Structure**");
- J. Firestone desires to obtain Last Chance's permission to construct and install the Interim Drainage Structure ("**Approved Activities for Interim Drainage Structure**"); and
- K. Last Chance will approve the construction and installation of the Interim Drainage Structure, provided it is in constructed and installed in accordance with the plans and specifications submitted to the Company and approved by the Company's consulting engineer, and subject to the terms, conditions, and covenants set forth in this Agreement.

Accordingly, in consideration of the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **INCORPORATION OF RECITALS.** The foregoing recitals are hereby incorporated in, and made a part of the Agreement of the Parties.

2. **TERM.** With respect to the New Structure, this Agreement shall be perpetual unless Firestone abandons the New Structure either as evidenced by written acknowledgement by Firestone delivered to Last Chance, or if Firestone ceases to use the New Structure for a period of five (5) years. With respect to the Interim Drainage Structure, this Agreement is intended to last for ten (10) years or until Firestone constructs and installs the approved Permanent Drainage Structure.

3. CONSTRUCTION OF NEW STRUCTURE.

- 3.1 Pursuant to the terms of this Agreement, Last Chance grants Firestone the right to deliver Firestone Water into the Ditch through a pipeline from the Rural Ditch to the Last Chance Ditch ("**Rural Pipeline**"), and to construct and install the New Structure in the location depicted in **Exhibit A** as such location is legally described in Firestone's plans and

specifications, consisting of seventeen (17) sheets attached hereto as **Exhibit C** and incorporated by reference herein. Last Chance's approval of such plans and specifications is evidenced by the approval letter dated October 9, 2020 from Deere & Ault Consultants, Inc. to Last Chance, attached hereto as **Exhibit D** and incorporated by reference herein. Last Chance's review of the plans and specifications for the New Structure is solely for its own benefit and creates no obligation on the Ditch Company.

- 3.2 The Rural Pipeline will terminate in the south bank of the Last Chance Ditch with a reinforced concrete structure and riprap erosion protection on the ditch bottom and banks pursuant to the plans attached as **Exhibit C**. At any time Last Chance determines, in its sole and absolute discretion, that delivery of Firestone Water into the Ditch requires additional fortification to protect the integrity of the Ditch at that location, Firestone shall install such additional fortification promptly upon written notice and at Firestone's sole expense.
- 3.3 In constructing and installing the terminus of the Rural Pipeline and the New Structure, Firestone shall ensure that backfilling and compaction of the ground around the installation is maintained according to the approved construction specifications.
- 3.4 Firestone shall provide sufficient insurance (Comprehensive General Liability or otherwise) to cover any costs incurred by Last Chance arising out of the construction and installation of the Rural Pipeline and the Approved Activities for New Structure during construction and installation, and any subsequent replacement or removal of either the Rural Pipeline or the New Structure.
- 3.5 In constructing and installing the terminus of the Rural Pipeline and the New Structure, Firestone agrees to do so in such manner as not to damage in any way the Ditch and its laterals or the embankments thereof and so as not to interfere with the flow of water in the Ditch and in its laterals. Any and all excavations made by Firestone shall be immediately leveled off, and any damage to the Ditch and its laterals, embankments, fences, roads, or other improvements by Firestone shall be promptly repaired by Firestone at its sole cost and to the reasonable satisfaction of Last Chance. Last Chance shall exercise its discretionary acts under this Agreement in a reasonable fashion.
- 3.6 All portions of the Ditch, bottoms, sides, banks, and all affected portions of the Ditch Easement which are disturbed by the construction and installation of the terminus of the Rural Pipeline or by the Approved Activities for New Structure shall be restored by Firestone to their original conditions so the flow of the water in the Ditch runs at the original amount and velocity. Any and all fencing and other facilities appurtenant to the Ditch Easement shall be replaced by Firestone in a condition at least equal to the condition of such facilities and appurtenances prior to construction.
- 3.7 Firestone shall not spill any dirt, debris or other foreign material into the Ditch. In the event that Firestone spills any dirt, debris or other foreign material into the Ditch, Firestone agrees to completely clean the affected portions of the Ditch.
- 3.8 Firestone agrees that the terminus of the Rural Pipeline and the New Structure shall be constructed and installed in compliance with all applicable local, state and federal laws, rules, orders and regulations. Firestone is responsible, at its own expense, for obtaining all required local, state and federal permits or approvals prior to commencing any Approved Activities for New Structure.

- 3.9 Firestone agrees that the construction and installation of the terminus of the Rural Pipeline and the installation of the New Structure shall proceed expeditiously and with reasonable diligence from the commencement of installation to its completion. Firestone agrees that it shall not commence installation of the Rural Pipeline and the New Structure until after the 2020 irrigation season. The Rural Pipeline and the New Structure shall be completely installed no later than March 19, 2021. If the Rural Pipeline and the New Structure are not completely installed by that date, Firestone shall obtain Last Chance's written permission to continue the installation on terms and conditions acceptable to Last Chance in its sole discretion.
- 3.10 Even though this Agreement contemplates the installation of the Rural Pipeline and the New Structure during the non-irrigation season – see paragraph 3.9, above – Last Chance cannot guarantee that the Ditch will be dry at the locations of the Rural Pipeline or the New Structure and cannot control or quantify the amount of “nuisance” water that may be encountered. As such, Firestone shall be obligated to control and, to the extent necessary, safely bypass water flow in the Ditch past the construction locations. Firestone will be solely responsible for any damages caused to the Ditch and to affected property owners arising from improperly controlling nuisance water through and past the construction locations.
- 3.11 If Firestone's construction and installation of the Rural Pipeline and the Approved Activities for New Structure, for any reason, interrupt the water supply of Last Chance, its shareholders, or persons/entities with which it has water delivery contracts, Firestone shall pay Last Chance, as liquidated damages, \$10,000.00 per day for any day that Last Chance cannot deliver water to such persons/entities who have a right to the delivery of water, have a need for water, have requested the delivery of water in accordance with their rights, and cannot deliver water as a result of the interruption.

4. CONSTRUCTION OF INTERIM DRAINAGE STRUCTURE.

4.1 Pursuant to the terms of this Agreement, Last Chance grants Firestone the right to construct and install the Interim Drainage Structure in the location depicted in **Exhibit B** as such location is legally described in Firestone's plans and specifications, consisting of ____ (____) sheets attached hereto as **Exhibit E** and incorporated by reference herein. Last Chance's approval of such plans and specifications is evidenced by the approval letter dated October __, 2020 from Deere & Ault Consultants, Inc. to Last Chance, attached hereto as **Exhibit F** and incorporated by reference herein. Last Chance's review of the plans and specifications for the New Structure is solely for its own benefit and creates no obligation on the Ditch Company.

4.2 In constructing and installing the Interim Drainage Structure, Firestone shall ensure that backfilling and compaction of the ground around the installation is maintained according to the approved construction specifications.

4.3 Firestone shall provide sufficient insurance (Comprehensive General Liability or otherwise) to cover any costs incurred by Last Chance arising out of the Approved Activities for Interim Drainage Structure during construction and installation, and any subsequent replacement or removal of the Interim Drainage Structure.

4.4 In constructing and installing the Interim Drainage Structure, Firestone agrees to do so in such manner as not to damage in any way the Ditch and its laterals or the embankments thereof and

so as not to interfere with the flow of water in the Ditch and in its laterals. Any and all excavations made by Firestone shall be immediately leveled off, and any damage to the Ditch and its laterals, embankments, fences, roads, or other improvements by Firestone shall be promptly repaired by Firestone at its sole cost and to the reasonable satisfaction of Last Chance. Last Chance shall exercise its discretionary acts under this Agreement in a reasonable fashion.

4.5 All portions of the Ditch, bottoms, sides, banks, and all affected portions of the Ditch Easement which are disturbed by the Approved Activities for Interim Drainage Structure shall be restored by Firestone to their original condition so the flow of the water in the Ditch runs at the original amount and velocity. Any and all fencing and other facilities appurtenant to the Ditch Easement shall be replaced by Firestone in a condition at least equal to the condition of such facilities and appurtenances prior to construction.

4.6 Firestone shall not spill any dirt, debris or other foreign material into the Ditch. In the event that Firestone spills any dirt, debris or other foreign material into the Ditch, Firestone agrees to completely clean the affected portions of the Ditch.

4.7 Firestone agrees that the Interim Drainage Structure shall be constructed and installed in compliance with all applicable local, state and federal laws, rules, orders and regulations. Firestone is responsible, at its own expense, for obtaining all required local, state and federal permits or approvals prior to commencing any Approved Activities for Interim Drainage Structure.

4.8 Firestone agrees that the installation of the Interim Drainage Structure shall proceed expeditiously and with reasonable diligence from the commencement of installation to its completion. Firestone agrees that it shall not commence installation of the Interim Drainage Structure until after the 2020 irrigation season. The Interim Drainage Structure shall be completely installed no later than March 19, 2021. If the Interim Drainage Structure is not completely installed by that date, Firestone shall obtain Last Chance's written permission to continue the installation on terms and conditions acceptable to Last Chance in its sole discretion.

4.9 Even though this Agreement contemplates the installation of the Interim Drainage Structure during the non-irrigation season – see paragraph 4.8, above – Last Chance cannot guarantee that the Ditch will be dry at the location of the Interim Drainage Structure and cannot control or quantify the amount of “nuisance” water that may be encountered. As such, Firestone shall be obligated to control and, to the extent necessary, safely bypass water flow in the Ditch past the construction location. Firestone will be solely responsible for any damages caused to the Ditch and to affected property owners arising from improperly controlling nuisance water through and past the construction location.

4.10 If Firestone's Approved Activities for Interim Drainage Structure, for any reason, interrupt the water supply of Last Chance, its shareholders, or persons/entities with which it has water delivery contracts, Firestone shall pay Last Chance, as liquidated damages, \$10,000.00 per day for any day that Last Chance cannot deliver water to such persons/entities who have a right to the delivery of water, have a need for water, have requested the delivery of water in accordance with their rights, and cannot deliver water as a result of the interruption.

5. FEE(S) AND OTHER CONSIDERATION. In exchange for Firestone's agreement to timely construct and install the Interim Structure and the Permanent Structures, Last Chance shall not assess a fee for the New Structure. This consideration shall not affect any other costs for which Firestone is responsible pursuant to this Agreement, including but not limited to Firestone's responsibility to pay for the construction and installation of the New Structure and the Interim Drainage Structure.

Firestone's construction and installation of the Permanent Structures shall be subject to a separate agreement between Firestone and Last Chance.

6. INSPECTION.

- 6.1 Firestone shall notify Last Chance's consulting engineer (Mark McLean of Deere & Ault Consultants, Inc. at 303-651-1468) at least five (5) business days prior to commencement of each of: (a) construction and installation of the Rural Pipeline; (b) the Approved Activities of New Structure; and (c) the Approved Activities of Interim Drainage Structure. Last Chance may inspect the terminus of the Rural Pipeline, the New Structure, and the Interim Drainage Structure during the construction and installation of each. Upon completion of the Rural Pipeline, the New Structure and the Interim Drainage Structure, Last Chance may inspect and test each.
- 6.2 Last Chance's right to inspect the construction and installation of the Rural Pipeline, the New Structure and the Interim Drainage Structure in no way relieves Firestone of its liability for improper construction or installation of either. Last Chance's inspections are solely for its benefit and creates no obligation to Last Chance.

7. REIMBURSEMENT OF EXPENSES.

- 7.1 Firestone agrees to reimburse Last Chance (or pay directly) for all reasonable engineering and legal costs incurred by Last Chance in preparing and approving this Agreement, the plans and specifications therefor, and the costs of inspection as described in paragraph 6.
- 7.2 Statements for the costs chargeable to Firestone hereunder will be forwarded to Firestone and the same shall be paid to Last Chance within thirty (30) days after the billing date. If payment has not been received by Last Chance within thirty (30) days, Firestone shall have breached this Agreement and Last Chance may institute legal proceedings to collect the amount due and owing. In such proceeding, Last Chance shall be entitled to its costs and reasonable attorneys' fees from Firestone.

8. OWNERSHIP; USE; MAINTENANCE; REPAIR; REPLACEMENT.

- 8.1 Once constructed and installed, Last Chance shall own the New Structure and the Interim Drainage Structure and shall be solely responsible for their respective operations. Firestone shall be responsible for maintenance for both, and shall also be responsible for maintenance, repair, and replacement of the Rural Pipeline. Any such repairs or replacement of the Rural Pipeline, as it may affect the Ditch, requires Firestone to obtain approval from Last Chance prior to commencement of such repair(s) or replacement. Firestone shall timely notify Last Chance's Superintendent of all deliveries of Firestone Water through the Rural Pipeline and through the New Structure.
- 8.2 Prior to use of the Rural Pipeline or the New Structure, Firestone shall enter into an Operating Agreement with Last Chance.
- 8.3 As it has in the past, Firestone agrees to continue to maintain, and as necessary, continue to repair through agreed upon fortification, that portion of the Ditch which is affected by the Tri-Town Drainage delivered into the Ditch prior to its delivery out of the Ditch through the Interim Drainage Structure. Last Chance will provide Firestone with notification when it

believes, in its sole discretion, additional fortification is required and Firestone shall promptly comply with such direction.

- 8.4 If Firestone or Last Chance, in their respective reasonable opinions, determines that any of the Rural Pipeline, the New Structure, or the Interim Drainage Structure require repair or replacement, Firestone shall conduct such work after Last Chance approves the plans for such work within thirty (30) days after receiving notice of Firestone's desire to replace or repair the New Structure or the Interim Drainage Structure.
- 8.5 In the event of an emergency, Last Chance will conduct maintenance or repair on the Rural Pipeline, the New Structure, or the Interim Drainage Structure immediately, giving notice to Firestone as soon as possible at the emergency contacts identified below. If Last Chance conducts emergency work, Firestone shall reimburse it for the reasonable costs of the work.

EMERGENCY CONTACTS:

Last Chance:

Garrett Varra, President
720-272-2857 (cell)
gvarra@varracompanies.com

Firestone:

9. WATER LOSS. Firestone agrees that none of the construction and installation of the Rural Pipeline, the Approved Activities of New Structure, or the Approved Activities of Interim Drainage Structure will increase carriage or transit loss over the loss that occurred historically. Firestone agrees to compact any disturbed earth materials so that such additional water losses will not occur. If the construction and installation of the Rural Pipeline, the Approved Activities of New Structure, or the Approved Activities of Interim Drainage Structure increases carriage or transit loss in the Ditch, Firestone agrees to repair the construction(s) to prevent such additional loss.

10. LIABILITY AND INDEMNIFICATION.

- 10.1 By virtue of entering into this Agreement, Last Chance: (1) assumes no liability for use, operation, or existence of the Rural Pipeline, the New Structure, or the Interim Drainage Structure; and (2) assumes no additional responsibilities or obligations related to the construction, installation, repair, or replacement of the Rural Pipeline, the Approved Activities for New Structure, or the Approved Activities for Interim Drainage Structure.
- 10.2 Firestone, its successor and assigns, to the extent allowed by law, does hereby agree to indemnify and hold harmless Last Chance, its agents, employees, successors and assigns, against any and all liability, loss, damages, claims, demand actions, causes of actions or costs, including but not limited to court costs and attorney's fees, which may result from damage to the Ditch Easement, including violations of applicable environmental laws, or personal injury to, or death to persons whomsoever, to the extent such arises from the construction, installation, repair, or replacement of the Rural Pipeline, the Approved Activities

for New Structure, and the Approved Activities for Interim Drainage Structure within the Ditch Easement, except to the extent that such liability, loss, damage, claims, demand actions, causes of action, including court costs and attorney's fees, arise out of any grossly negligent or intentional act of Last Chance or its agents, employees, successors or assigns.

10. EASEMENT RIGHTS. This Agreement in no way restricts Last Chance's right to the use of the Ditch Easement to construct, operate, or maintain all existing structures and facilities therein.

11. NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed to have been given when deposited in the U.S. mail.

Last Chance:

Angie Swanson, Secretary
Last Chance Ditch Company
P.O. Box 119
Longmont, CO 80502-0119

COPY TO:

Scott E. Holwick
Lyons Gaddis
P.O. Box 978
Longmont, CO 80502-0978

Firestone:

12. WAIVER OF BREACH. The waiver by any party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

13. BINDING. It is mutually understood and agreed that this Agreement and all the terms and conditions hereof shall extend to and be binding upon the Parties hereto, their successors and assigns.

14. RECORDATION. This Agreement shall be recorded at the cost of Firestone and shall be binding on any successors of the Parties. The obligations and benefits of this Agreement shall specifically run with the land depicted in **EXHIBIT A** and described in **EXHIBIT B**. The failure to record all or portions of any Exhibits because of the size of the documents shall not affect this Agreement.

15. EXHIBITS. All exhibits referred to in this Agreement are, by reference, incorporated in this Agreement for all purposes.

16. 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.

17. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

Dated: _____

LAST CHANCE DITCH COMPANY,
a Colorado mutual ditch company

By: _____
Garrett Varra, President

ATTEST

By: _____
Angie Swanson, Secretary

THE TOWN OF FIRESTONE,
a Colorado municipal corporation

By: _____
Print Name: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by
_____ as _____ for the Town of Firestone.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

10-15-20 DRAFT

LAST CHANCE–FIRESTONE AGREEMENT FOR CONSTRUCTION OF: (1) A STRUCTURE THROUGH WHICH TO DELIVER WATER FROM RURAL DITCH INTO LAST CHANCE DITCH; (2) A CHECK STRUCTURE AND DELIVERY TURNOUT STRUCTURE INTENDED TO CONVEY WATER FROM LAST CHANCE DITCH INTO FIRESTONE RES. NO. 1; AND (3) AN INTERIM STRUCTURE BY WHICH TO DIRECT TRI-TOWN DRAINAGE BACK TO ST. VRAIN CREEK THROUGH LAST CHANCE DITCH

This **LAST CHANCE–FIRESTONE AGREEMENT FOR CONSTRUCTION OF: (1) A STRUCTURE THROUGH WHICH TO DELIVER WATER FROM RURAL DITCH INTO LAST CHANCE DITCH; (2) A CHECK STRUCTURE AND DELIVERY TURNOUT STRUCTURE INTENDED TO CONVEY WATER FROM LAST CHANCE DITCH INTO FIRESTONE RES. NO. 1; AND (3) AN INTERIM STRUCTURE BY WHICH TO DIRECT TRI-TOWN DRAINAGE BACK TO ST. VRAIN CREEK THROUGH LAST CHANCE DITCH** ("**Agreement**") is made and entered into this ____ day of October 2020, by and between the Last Chance Ditch Company, a Colorado mutual ditch company ("**Last Chance**" or "**Ditch Company**") and the Town of Firestone, a Colorado municipal corporation ("**Firestone**"). Last Chance and Firestone are jointly referred to herein as the **Parties**.

RECITALS

- A. Last Chance owns, operates and maintains the Last Chance Ditch ("**Ditch**") and its appurtenant operation and maintenance easement ("**Ditch Easement**") located in Weld County, Colorado;
- B. Firestone claims certain water rights which are subject of a pending water court application in Water Division No. 1 under Case No. 19CW3236, and which include plans to deliver Firestone's water rights from the Rural Ditch into the Last Chance Ditch for subsequent delivery into Firestone Reservoir Nos. 1 and 2 (on Brooks Farm and Lohmann Farm, respectively), or deliver back to St. Vrain Creek ("**Firestone Water**");
- C. Firestone does not own shares of the capital stock of Last Chance, but has executed a Use Agreement with L.G. Everist ("**LGE**") which does own Last Chance stock, under which Use Agreement, and subject to approval from Last Chance pursuant to its Policy on use of excess capacity in the Ditch, Firestone may use LGE's pro-rata share of excess capacity in the Ditch for delivery of Firestone Water;
- D. The location at which Firestone Water will be delivered into the Ditch is in the in the NE ¼ of the NW ¼ of Section 1, Township 2 North, Range 68 West of the 6th P.M., in Weld County, Colorado as the same is depicted in **Exhibit A** which is attached hereto and incorporated by reference herein;
- E. The turn-out structure to delivery water out of the Rural Ditch and into the Last Chance Ditch is subject of a separate agreement between Firestone and the Rural Ditch Company ("**Rural Agreement**"), although Last Chance's approval of Firestone's plans pursuant to this Agreement includes protection of the Ditch from the inflow of such delivered water;
- F. The location at which Firestone desires to locate a new check structure to deliver Firestone Water from the Ditch to Firestone Reservoir No. 1 is in the NE ¼ of the NW ¼ of Section 1, Township 2 North, Range 68 West of the 6th P.M., in Weld County, Colorado ("**New Structure**") as the same is depicted in **Exhibit A** which is attached hereto and incorporated by reference herein;

Commented [WK1]: & No. 2

- G. Firestone desires to obtain Last Chance's permission to construct, install, operate, maintain, repair, replace, and remove the New Structure ("Approved Activities for New Structure");
- H. Last Chance will approve the construction and installation of the New Structure, provided it is constructed and installed in accordance with the plans and specifications submitted to the Company and approved by the Company's consulting engineer, and subject to the terms, conditions, and covenants set forth in this Agreement;
- I. As consideration for the New Structure, Firestone agrees: (a) to construct and install an interim structure, subject to plans and specifications to be submitted to and approved by both Rural and Last Chance, to manage the drainage from Firestone, the Town of Frederick, and the Town of Dacono (collectively, the three Towns are referred to herein as the "Tri-Towns" and the drainage therefrom is referred to as the "Tri-Town Drainage") which has historically been delivered to St. Vrain Creek via initial discharge into the Last Chance Ditch near the location at which the Ditch crosses the Last Chance Ditch, as such location is depicted in **Exhibit B ("Interim Drainage Structure")**; and (b) not more than ten (10) years from the execution of this Agreement or the Rural Agreement, whichever is later, to construct and install a permanent structure, subject to plans and specifications to be submitted to and approved by both Rural and Last Chance, to manage the delivery of the Tri-Town Drainage to St. Vrain Creek which delivery may or may not be conveyed through a relocated portion of the Ditch ("Permanent Drainage Structure");
- J. Firestone desires to obtain Last Chance's permission to construct and install the Interim Drainage Structure ("Approved Activities for Interim Drainage Structure"); and
- K. Last Chance will approve the construction and installation of the Interim Drainage Structure, provided it is ~~in~~-constructed and installed in accordance with the plans and specifications submitted to the Company and approved by the Company's consulting engineer, and subject to the terms, conditions, and covenants set forth in this Agreement.

Accordingly, in consideration of the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **INCORPORATION OF RECITALS.** The foregoing recitals are hereby incorporated in, and made a part of the Agreement of the Parties.

2. **TERM.** With respect to the New Structure, this Agreement shall be perpetual unless Firestone abandons the New Structure either as evidenced by written acknowledgement by Firestone delivered to Last Chance, or if Firestone ceases to use the New Structure for a period of five (5) years. With respect to the Interim Drainage Structure, this Agreement is intended to last for ten (10) years or until Firestone constructs and installs the approved Permanent Drainage Structure.

3. CONSTRUCTION OF NEW STRUCTURE.

- 3.1 Pursuant to the terms of this Agreement, Last Chance grants Firestone the right to deliver Firestone Water into the Ditch through a pipeline from the Rural Ditch to the Last Chance Ditch ("Rural Pipeline"), and to construct and install the New Structure in the location depicted in **Exhibit A** as such location is legally described in Firestone's plans and

specifications, consisting of seventeen (17) sheets attached hereto as **Exhibit C** and incorporated by reference herein. Last Chance's approval of such plans and specifications is evidenced by the approval letter dated October 9, 2020 from Deere & Ault Consultants, Inc. to Last Chance, attached hereto as **Exhibit D** and incorporated by reference herein. Last Chance's review of the plans and specifications for the New Structure is solely for its own benefit and creates no obligation on the Ditch Company.

Commented [WK2]: Not clear what the intent is here. Prior sentence states that Last Chance must approve plans?

- 3.2 The Rural Pipeline will terminate in the south bank of the Last Chance Ditch with a reinforced concrete structure and riprap erosion protection on the ditch bottom and banks pursuant to the plans attached as **Exhibit C**. At any time Last Chance determines, in its sole and absolute discretion, that delivery of Firestone Water into the Ditch requires additional fortification to protect the integrity of the Ditch at that location, Firestone shall install such additional fortification promptly upon written notice and at Firestone's sole expense.
- 3.3 In constructing and installing the terminus of the Rural Pipeline and the New Structure, Firestone shall ensure that backfilling and compaction of the ground around the installation is maintained according to the approved construction specifications.
- 3.4 Firestone shall provide sufficient insurance (Comprehensive General Liability or otherwise) to cover any costs incurred by Last Chance arising out of the construction and installation of the Rural Pipeline and the Approved Activities for New Structure during construction and installation, and any subsequent replacement or removal of either the Rural Pipeline or the New Structure.
- 3.5 In constructing and installing the terminus of the Rural Pipeline and the New Structure, Firestone agrees to do so in such manner as not to damage in any way the Ditch and its laterals or the embankments thereof and so as not to interfere with the flow of water in the Ditch and in its laterals. Any and all excavations made by Firestone shall be immediately leveled off, and any damage to the Ditch and its laterals, embankments, fences, roads, or other improvements by Firestone shall be promptly repaired by Firestone at its sole cost and to the reasonable satisfaction of Last Chance. Last Chance shall exercise its discretionary acts under this Agreement in a reasonable fashion.
- 3.6 All portions of the Ditch, bottoms, sides, banks, and all affected portions of the Ditch Easement which are disturbed by the construction and installation of the terminus of the Rural Pipeline or by the Approved Activities for New Structure shall be restored by Firestone to their original conditions so the flow of the water in the Ditch runs at the original amount and velocity. Any and all fencing and other facilities appurtenant to the Ditch Easement shall be replaced by Firestone in a condition at least equal to the condition of such facilities and appurtenances prior to construction.
- 3.7 Firestone shall not spill any dirt, debris or other foreign material into the Ditch. In the event that Firestone spills any dirt, debris or other foreign material into the Ditch, Firestone agrees to completely clean the affected portions of the Ditch.
- 3.8 Firestone agrees that the terminus of the Rural Pipeline and the New Structure shall be constructed and installed in compliance with all applicable local, state and federal laws, rules, orders and regulations. Firestone is responsible, at its own expense, for obtaining all required local, state and federal permits or approvals prior to commencing any Approved Activities for New Structure.

- 3.9 Firestone agrees that the construction and installation of the terminus of the Rural Pipeline and the installation of the New Structure shall proceed expeditiously and with reasonable diligence from the commencement of installation to its completion. Firestone agrees that it shall not commence installation of the Rural Pipeline and the New Structure until after the 2020 irrigation season. The Rural Pipeline and the New Structure shall be completely installed no later than March 19, 2021. If the Rural Pipeline and the New Structure are not completely installed by that date, Firestone shall obtain Last Chance's written permission to continue the installation on terms and conditions acceptable to Last Chance in its sole discretion.
- 3.10 Even though this Agreement contemplates the installation of the Rural Pipeline and the New Structure during the non-irrigation season – see paragraph 3.9, above – Last Chance cannot guarantee that the Ditch will be dry at the locations of the Rural Pipeline or the New Structure and cannot control or quantify the amount of “nuisance” water that may be encountered. As such, Firestone shall be obligated to control and, to the extent necessary, safely bypass water flow in the Ditch past the construction locations. Firestone will be solely responsible for any damages caused to the Ditch and to affected property owners arising from improperly controlling nuisance water through and past the construction locations.
- 3.11 If Firestone's construction and installation of the Rural Pipeline and the Approved Activities for New Structure, for any reason, interrupt the water supply of Last Chance, its shareholders, or persons/entities with which it has water delivery contracts, Firestone shall pay Last Chance, as liquidated damages, \$10,000.00 per day for any day that Last Chance cannot deliver water to such persons/entities who have a right to the delivery of water, have a need for water, have requested the delivery of water in accordance with their rights, and cannot deliver water as a result of the interruption.

Commented [WK3]: We believe any liquidated damages should be limited to times when Last Chance cannot deliver water to its shareholders during irrigation season. If Last Chance has existing delivery contracts with entities for delivery of water outside of irrigation season, please let us know.

4. CONSTRUCTION OF INTERIM DRAINAGE STRUCTURE.

4.1 Pursuant to the terms of this Agreement, Last Chance grants Firestone the right to construct and install the Interim Drainage Structure in the location depicted in **Exhibit B** as such location is legally described in Firestone's plans and specifications, consisting of ____ (____) sheets attached hereto as **Exhibit E** and incorporated by reference herein. Last Chance's approval of such plans and specifications is evidenced by the approval letter dated October __, 2020 from Deere & Ault Consultants, Inc. to Last Chance, attached hereto as **Exhibit F** and incorporated by reference herein. Last Chance's review of the plans and specifications for the New Structure is solely for its own benefit and creates no obligation on the Ditch Company.

4.2 In constructing and installing the Interim Drainage Structure, Firestone shall ensure that backfilling and compaction of the ground around the installation is maintained according to the approved construction specifications.

4.3 Firestone shall provide sufficient insurance (Comprehensive General Liability or otherwise) to cover any costs incurred by Last Chance arising out of the Approved Activities for Interim Drainage Structure during construction and installation, and any subsequent replacement or removal of the Interim Drainage Structure.

4.4 In constructing and installing the Interim Drainage Structure, Firestone agrees to do so in such manner as not to damage in any way the Ditch and its laterals or the embankments thereof and

so as not to interfere with the flow of water in the Ditch and in its laterals. Any and all excavations made by Firestone shall be immediately leveled off, and any damage to the Ditch and its laterals, embankments, fences, roads, or other improvements by Firestone shall be promptly repaired by Firestone at its sole cost and to the reasonable satisfaction of Last Chance. Last Chance shall exercise its discretionary acts under this Agreement in a reasonable fashion.

4.5 All portions of the Ditch, bottoms, sides, banks, and all affected portions of the Ditch Easement which are disturbed by the Approved Activities for Interim Drainage Structure shall be restored by Firestone to their original condition so the flow of the water in the Ditch runs at the original amount and velocity. Any and all fencing and other facilities appurtenant to the Ditch Easement shall be replaced by Firestone in a condition at least equal to the condition of such facilities and appurtenances prior to construction.

4.6 Firestone shall not spill any dirt, debris or other foreign material into the Ditch. In the event that Firestone spills any dirt, debris or other foreign material into the Ditch, Firestone agrees to completely clean the affected portions of the Ditch.

4.7 Firestone agrees that the Interim Drainage Structure shall be constructed and installed in compliance with all applicable local, state and federal laws, rules, orders and regulations. Firestone is responsible, at its own expense, for obtaining all required local, state and federal permits or approvals prior to commencing any Approved Activities for Interim Drainage Structure.

4.8 Firestone agrees that the installation of the Interim Drainage Structure shall proceed expeditiously and with reasonable diligence from the commencement of installation to its completion. Firestone agrees that it shall not commence installation of the Interim Drainage Structure until after the 2020 irrigation season. The Interim Drainage Structure shall be completely installed no later than March 19, 2021. If the Interim Drainage Structure is not completely installed by that date, Firestone shall obtain Last Chance's written permission to continue the installation on terms and conditions acceptable to Last Chance in its sole discretion.

4.9 Even though this Agreement contemplates the installation of the Interim Drainage Structure during the non-irrigation season – see paragraph 4.8, above – Last Chance cannot guarantee that the Ditch will be dry at the location of the Interim Drainage Structure and cannot control or quantify the amount of “nuisance” water that may be encountered. As such, Firestone shall be obligated to control and, to the extent necessary, safely bypass water flow in the Ditch past the construction location. Firestone will be solely responsible for any damages caused to the Ditch and to affected property owners arising from improperly controlling nuisance water through and past the construction location.

4.10 If Firestone's Approved Activities for Interim Drainage Structure, for any reason, interrupt the water supply of Last Chance, its shareholders, or persons/entities with which it has water delivery contracts, Firestone shall pay Last Chance, as liquidated damages, \$10,000.00 per day for any day that Last Chance cannot deliver water to such persons/entities who have a right to the delivery of water, have a need for water, have requested the delivery of water in accordance with their rights, and cannot deliver water as a result of the interruption.

Commented [WK4]: Same comment as above.

5. FEE(S) AND OTHER CONSIDERATION. In exchange for Firestone's agreement to timely construct and install the Interim Structure and the Permanent Structures, Last Chance shall not assess a fee for the New Structure. This consideration shall not affect any other costs for which Firestone is responsible pursuant to this Agreement, including but not limited to Firestone's responsibility to pay for the construction and installation of the New Structure and the Interim Drainage Structure.

Firestone's construction and installation of the Permanent Structures shall be subject to a separate agreement between Firestone and Last Chance.

6. INSPECTION.

- 6.1 Firestone shall notify Last Chance's consulting engineer (Mark McLean of Deere & Ault Consultants, Inc. at 303-651-1468) at least five (5) business days prior to commencement of each of: (a) construction and installation of the Rural Pipeline; (b) the Approved Activities of New Structure; and (c) the Approved Activities of Interim Drainage Structure. Last Chance may inspect the terminus of the Rural Pipeline, the New Structure, and the Interim Drainage Structure during the construction and installation of each. Upon completion of the Rural Pipeline, the New Structure and the Interim Drainage Structure, Last Chance may inspect and test each.
- 6.2 Last Chance's right to inspect the construction and installation of the Rural Pipeline, the New Structure and the Interim Drainage Structure in no way relieves Firestone of its liability for improper construction or installation of either. Last Chance's inspections are solely for its benefit and creates no obligation to Last Chance.

7. REIMBURSEMENT OF EXPENSES.

- 7.1 Firestone agrees to reimburse Last Chance (or pay directly) for all reasonable engineering and legal costs incurred by Last Chance in preparing and approving this Agreement, the plans and specifications therefor, and the costs of inspection as described in paragraph 6.
- 7.2 Statements for the costs chargeable to Firestone hereunder will be forwarded to Firestone and the same shall be paid to Last Chance within thirty (30) days after the billing date. If payment has not been received by Last Chance within thirty (30) days, Firestone shall have breached this Agreement and Last Chance may institute legal proceedings to collect the amount due and owing. In such proceeding, Last Chance shall be entitled to its costs and reasonable attorneys' fees from Firestone.

Commented [WK5]: Should at least be limited to if Last Chance is successful in such proceedings.

8. OWNERSHIP; USE; MAINTENANCE; REPAIR; REPLACEMENT.

- 8.1 Once constructed and installed, Last Chance shall own the New Structure and the Interim Drainage Structure and shall be solely responsible for their respective operations. Firestone shall be responsible for maintenance for both, and shall also be responsible for maintenance, repair, and replacement of the Rural Pipeline. Any such repairs or replacement of the Rural Pipeline, as it may affect the Ditch, requires Firestone to obtain approval from Last Chance prior to commencement of such repair(s) or replacement. Firestone shall timely notify Last Chance's Superintendent of all deliveries of Firestone Water through the Rural Pipeline and through the New Structure.
- 8.2 Prior to use of the Rural Pipeline or the New Structure, Firestone shall enter into an Operating Agreement with Last Chance.
- 8.3 As it has in the past, Firestone agrees to continue to maintain, and as necessary, continue to repair through agreed upon fortification, that portion of the Ditch which is affected by the Tri-Town Drainage delivered into the Ditch prior to its delivery out of the Ditch through the Interim Drainage Structure. Last Chance will provide Firestone with notification when it

Commented [WK6]: I believe Dave Lindsay with the Town wanted to discuss this language. Could be revised to state "and operation of such structures shall be in compliance with the Operating Agreement (as required by 8.2) entered into between Firestone and Last Chance."

believes, in its sole discretion, additional fortification is required and Firestone shall promptly comply with such direction.

- 8.4 If Firestone or Last Chance, in their respective reasonable opinions, determines that any of the Rural Pipeline, the New Structure, or the Interim Drainage Structure require repair or replacement, Firestone shall conduct such work after Last Chance approves the plans for such work within thirty (30) days after receiving notice of Firestone's desire to replace or repair the New Structure or the Interim Drainage Structure.
- 8.5 In the event of an emergency, Last Chance will conduct maintenance or repair on the Rural Pipeline, the New Structure, or the Interim Drainage Structure immediately, giving notice to Firestone as soon as possible at the emergency contacts identified below. If Last Chance conducts emergency work, Firestone shall reimburse it for the reasonable costs of the work.

EMERGENCY CONTACTS:

Last Chance:

Garrett Varra, President
720-272-2857 (cell)
gvarra@varracompanies.com

Firestone:

9. **WATER LOSS.** Firestone agrees that none of the construction and installation of the Rural Pipeline, the Approved Activities of New Structure, or the Approved Activities of Interim Drainage Structure will increase carriage or transit loss over the loss that occurred historically. Firestone agrees to compact any disturbed earth materials so that such additional water losses will not occur. If the construction and installation of the Rural Pipeline, the Approved Activities of New Structure, or the Approved Activities of Interim Drainage Structure increases carriage or transit loss in the Ditch, Firestone agrees to repair the construction(s) to prevent such additional loss. If Firestone complies with the plans and specifications for the construction and installation of the Rural Pipeline, the New Structure and the Interim Drainage Structure, as approved by Last Chance herein, and compacts any disturbed earth materials as required by this paragraph, it shall be assumed that no increase in carriage or transit loss in the Ditch has occurred, unless clear evidence to the contrary is provided to Firestone.

10. **LIABILITY AND INDEMNIFICATION.**

- 10.1 By virtue of entering into this Agreement, Last Chance: (1) assumes no liability for use, operation, or existence of the Rural Pipeline, the New Structure, or the Interim Drainage Structure; and (2) assumes no additional responsibilities or obligations related to the construction, installation, repair, or replacement of the Rural Pipeline, the Approved Activities for New Structure, or the Approved Activities for Interim Drainage Structure.
- 10.2 Firestone, its successor and assigns, to the extent allowed by law, does hereby agree to indemnify and hold harmless Last Chance, its agents, employees, successors and assigns,

Commented [WK7]: See comment above regarding sole authority to operate structures.

against any and all liability, loss, damages, claims, demand actions, causes of actions or costs, including but not limited to court costs and attorney's fees, which may result from damage to the Ditch Easement, including violations of applicable environmental laws, or personal injury to, or death to persons whomsoever, to the extent such arises from the construction, installation, repair, or replacement of the Rural Pipeline, the Approved Activities for New Structure, and the Approved Activities for Interim Drainage Structure within the Ditch Easement, except to the extent that such liability, loss, damage, claims, demand actions, causes of action, including court costs and attorney's fees, arise out of any grossly negligent or intentional act of Last Chance or its agents, employees, successors or assigns.

11. **EASEMENT RIGHTS.** This Agreement in no way restricts Last Chance's right to the use of the Ditch Easement to construct, operate, or maintain ~~all existing~~ structures and facilities therein.

Formatted: Indent: Left: 0", Hanging: 0.25"

12. **NOTICES.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed to have been given when deposited in the U.S. mail.

Last Chance:

Angie Swanson, Secretary
Last Chance Ditch Company
P.O. Box 119
Longmont, CO 80502-0119

COPY TO:

Scott E. Holwick
Lyons Gaddis
P.O. Box 978
Longmont, CO 80502-0978

Firestone:

13. **WAIVER OF BREACH.** The waiver by any party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

14. **BINDING.** It is mutually understood and agreed that this Agreement and all the terms and conditions hereof shall extend to and be binding upon the Parties hereto, their successors and assigns.

15. **RECORDATION.** This Agreement shall be recorded at the cost of Firestone and shall be binding on any successors of the Parties. The obligations and benefits of this Agreement shall specifically run with the land depicted in **EXHIBIT A** and described in **EXHIBIT B**. The failure to record all or portions of any Exhibits because of the size of the documents shall not affect this Agreement.

16. **EXHIBITS.** All exhibits referred to in this Agreement are, by reference, incorporated in this Agreement for all purposes.

10-15-20 DRAFT

17. 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.

18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

10-15-20 DRAFT

Dated: _____

LAST CHANCE DITCH COMPANY,
a Colorado mutual ditch company

By: _____
Garrett Varra, President

ATTEST

By: _____
Angie Swanson, Secretary

THE TOWN OF FIRESTONE,
a Colorado municipal corporation

By: _____
Print Name: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by
_____ as _____ for the Town of Firestone.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

Untitled Map

Write a description for your map.

Legend

Rural Ditch Diversion
Into Last Chance
and Interim Drainage
Improvement

Firestone
Reservoir No. 1

Reservoir No. 1
Head Gate and
Diversion Structure

Last Chance Ditch

Last Chance Ditch

Google Earth

© 2020 Google

Colorado Blvd

2000 ft



AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.b

Discussion/Action

Meeting Date: November 18, 2020

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 20-113: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A WATERLINE EASEMENT AND RIGHT OF WAY DEED AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND VARRA COMPANIES, INC.

SUMMARY

The Town's pending water supply system and change of water right use court case will require the Town to make historic return flows back to the St Vrain River and augment depletions in the river due to our water use and the pumping of our alluvial wells. To accomplish this, the Town has designed a pump station and pipeline that will transfer water from Firestone Reservoir No. 1 to the St. Vrain River. Most of this pipeline is located on property owned by the Town (see attached exhibit), but the northernmost segment of the pipeline will need to cross Varra Companies property. Staff has negotiated the terms for an easement for the pipeline. In lieu of a cash payment for the easement, Varra has requested three things in exchange; 1) use of some of the capacity in the Rural Ditch-Last Chance Ditch transfer diversion system, 2) cooperation in extending an existing irrigation ditch lateral of the Towns on the Gould property to the Varra property, and 3) conveyance of easements for the extended lateral ditch and in another existing lateral ditch on the south end of the Gould property that we also own jointly with Varra.

Staff presents the attached easement agreement to the Board for consideration and action.

HISTORY AND PREVIOUS BOARD ACTION

On October 12, 2016, the Board approved Ordinance 897, approving a Purchase and Sale Agreement with LG Everist for a lined gravel pit known as Firestone Reservoir No. 1.

On September 26, 2018, the Board approved a design services agreement with Acuity, LLC, for the design of infrastructure to get water into and out of Firestone Reservoir No. 1, including a pipeline to transfer water from the reservoir to the St. Vrain River.

On August 28, 2019, the Board approved Resolution 19-80, approving and authorizing staff to proceed with filing Claims for Conditional Water Rights case in District Court, Water Division 1.

On March 25, 2020, the Board approved Resolution 20-39, adopting the 2020-2050 Water Action Plan.

On September 23, 2020, the Board approved Resolution 20-85, awarding a construction contract to Hudick Excavating (HEI Civil) for the construction of infrastructure to get water into and out of Firestone Reservoir No. 1, including a pipeline to transfer water from the reservoir to the St. Vrain River.

RECOMMENDATION

Staff recommends the Board approve Resolution 20-113, approving an easement agreement between the Town and Varra Companies and authorize the Mayor and Staff to make any final revisions to the agreement.

ALTERNATIVES

The Board could direct staff to modify the terms of the agreement.

ATTACHMENTS

1. Resolution 20-113 Varra Companies Agmt + ROW Deed
2. Non-Potable Easement Agreement (2020.11.06)
3. Varra Esmt Exhibit - 1

FINANCIAL CONSIDERATIONS

None.

RESOLUTION NO. 20-113

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING A WATERLINE EASEMENT
AND RIGHT OF WAY DEED AGREEMENT BETWEEN THE TOWN OF
FIRESTONE AND VARRA COMPANIES, INC.**

WHEREAS, the Town of Firestone ("Town") is in need of acquisition of an easement from Varra Companies, Inc., ("Varra") to construct, operate and maintain a pipeline that, as part of the Town's Augmentation Plan, will transport water from Firestone Reservoir No. 1 to the St. Vrain River; and

WHEREAS, Varra is willing to grant such easement subject to the Town's requirements:

(1) Permitting Varra to use the Town's irrigation ditch diversion to convey water from the Rural Ditch to the Last Chance Ditch;

(2) Granting Varra an easement upon the Town's Gould Property for the use and operation of an irrigation ditch shared by the parties;

(3) Granting Varra an easement upon the Town's Gould Property to re-establish an extension of an existing irrigation ditch to serve Varra's property; and

WHEREAS, the Town's Board of Trustees finds that the Waterline Easement and Right of Way Deed Agreement is of benefit to the Town.

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

The Waterline Easement and Right of Way Deed Agreement between the Town of Firestone and Varra Companies, 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 execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this ___ day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

APPROVED AS TO FORM:

Jessica Koenig, CMC Town Clerk

William P. Hayashi, Town Attorney

WATERLINE EASEMENT AND RIGHT OF WAY DEED

THIS EASEMENT AND RIGHT OF WAY DEED is made this ____ day of _____, 20__, by and between VARRA COMPANIES, INC., a Colorado corporation whose address is 8120 Gage Street, Frederick, CO 80516 (hereinafter "Grantor") and THE TOWN OF FIRESTONE, COLORADO, a municipal corporation organized and existing under and by virtue of the laws of the State of Colorado, whose address is 151 Grant Ave., PO Box 100, Firestone, Colorado, 80520 (hereinafter "Grantee");

WITNESSETH:

THAT THE GRANTOR, for and in consideration of the sum of Ten Dollars paid to the Grantor by the Grantee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee a perpetual, irrevocable and exclusive Thirty (30) foot wide easement and right of way to access, construct, install, operate, maintain, repair and replace a non-potable water line and appurtenances and related utilities and improvements (hereinafter "Easement"), such Easement being on, over, under and across the real property described by the metes and bounds legal description and shown graphically in Exhibit A (the "Easement Area"), attached hereto and incorporated herein by this reference, together with an additional temporary construction easement being Twenty (20) feet wide and adjacent to the perpetual easement, said temporary construction easement being automatically vacated one year after completion of the installation of the pipeline by Grantee;

TOGETHER WITH all the rights and privileges as are necessary or incidental to the reasonable and proper use of such Easement; and

SUBJECT TO the following terms and conditions:

1. Grantor shall not place, erect or construct, or allow to be placed, erected, or constructed on the Easement Area any equipment or structure or other improvement whatsoever which may interfere with the Grantee's full use and enjoyment of the rights hereunder. Grantee acknowledges and does not object to the existing use of the property involving heavy truck and construction/mining equipment traffic over the Easement Area; however, Grantor shall not mine within the Easement Area.
2. Grantor specifically acknowledges that Grantee's rights hereunder include without limitation the right to access, operate, maintain, repair, and replace a non-potable water line, appurtenances and related utilities and improvements. Except in cases of emergency, as determined solely by Grantee, Grantee shall provide Grantor advance notice of any activities that will require temporary restriction or closure of all or parts of the Easement Area to access, operate, maintain, repair and replace non-potable water lines, appurtenances and related utilities and improvements. During normal hours of operation and after advance notice has been provided Grantee shall

check in at Grantors field office facility located at the entrance from Colorado Boulevard before proceeding to the Easement Area, so long as such field office is in operation. Thereafter, Grantee may call or email Grantor to the extent updated contact information is provided to Grantee by Grantor.

(a) Except in cases of emergency, Grantee shall coordinate all work in the Easement Area to minimize impact to Grantor's operations and access to Grantors property.

(b) Prior to the start of any new installations Grantee shall provide to Grantor construction drawings for the planned pipeline or utility installation for review and approval by Grantor, which approval shall not be unreasonably withheld.

3. Grantee shall restore the surface of the Easement Area to the condition that existed immediately prior to the commencement of any surface disturbing activities permitted hereunder.

4. Grantor, its successors, and assigns shall not grant any easements on, under, over or across the Easement Area without Grantee's prior written consent, which shall not be unreasonably withheld. Grantee shall have no objection to any easements crossing perpendicular to the Easement Area as long as there are no vertical conflicts with Grantees facilities. In the case of such crossings the Grantor shall ensure at least 18" of vertical separation from Grantees facilities.

5. In consideration for granting this Easement, Grantee agrees to the following considerations in exchange for the Easement:

(a) Grantor intends to install a diversion off of the Rural Ditch to transfer water to the Last Chance Ditch, generally as depicted on Exhibit B (the "transfer diversion") and subject to approval by those ditch companies. Grantee shall reserve capacity in the transfer diversion up to 10 cfs (cubic feet per second) for Grantor to convey Grantor's water from the Rural Ditch into the Last Chance Ditch. Use of the transfer diversion by Grantor shall be coordinated with Grantee for purposes of proper accounting to both ditch companies. Grantor's rights in said transfer diversion are contingent upon Grantee obtaining approval from both ditch companies and constructing the transfer diversion for Grantee's own purposes. Nothing herein shall be construed as an obligation on Grantee to construct the transfer diversion for the benefit of Grantor in the event the transfer diversion is not approved by the ditch companies.

(b) Grantee owns the property located generally south of Grantor's property, which shall be called the Gould Property and which is depicted on Exhibit C. Grantor and Grantee have a lateral off of the Rural Ditch that crosses the Gould Property at its southern end, parallel to Zinnia Avenue (WCR 26). Subject to Grantee's intended uses for the Gould Property, Grantee shall convey to Grantor a non-exclusive

easement for the use and operation of this lateral across the Gould Property, generally as shown on Exhibit C. The easement shall be conveyed by separate instrument and the terms of that agreement will be negotiated in good faith by Grantor and Grantee.

(c) Grantee owns the Gould Property, as described above, and as generally shown on Exhibit D. On the Gould Property there exists a sub-lateral off of the Rural Ditch used to irrigate a portion of the Gould Property adjacent to Colorado Boulevard, as generally shown on Exhibit D. Prior to previous subdivision of the Gould Property there existed an extension of the sub-lateral that had been used to irrigate a portion of Grantor's property and Grantor desires to re-establish a connection to this sub-lateral. Grantee plans to make several storm drainage and alluvial water supply improvements on the Gould Property and agrees to work with Grantor to include a conveyance across the Gould Property, also as generally shown on Exhibit D, to extend the sub-lateral to Grantor's property. Grantee shall convey to Grantor a non-exclusive easement for the use and operation of this sub-lateral across the Gould Property, generally as shown on Exhibit D. The easement shall be conveyed by separate instrument and the terms of that agreement will be negotiated in good faith by Grantor and Grantee.

6. This Easement and the rights and obligations provided for hereunder shall be binding upon and inure to the benefit of Grantor and Grantee, and their respective successors and assigns.
7. The property rights granted herein shall be transferable by Grantee only with prior written consent of Grantor, which shall not be unreasonably withheld.
8. The Easement granted herein shall be subject to all restrictions and easements of record and/or apparent on the ground.
9. The Grantee acknowledges that as between the Grantor and Grantee, Grantee shall bear full responsibility for the maintenance and operation of non-potable water lines and appurtenances and related improvements or utilities installed pursuant to this Grant.
10. In executing this instrument, the Town of Firestone is relying on and in no way waives or intends to waive the monetary limitations or any other rights, immunities, and protections provided to the Grantee and its employees under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq.

GRANTOR, for itself, its successors and assigns, does covenant, grant, bargain, and agree to and with the Grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the property on which the easement above conveyed is located, and has good, sure, perfect, absolute and indefeasible estate, in law, in fee simple, and has good

right, full power and authority to grant, bargain, sell, and convey the same in manner and form as set forth above, and that the property is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances, and restrictions of whatever kind or nature whatsoever, except taxes and special assessments for the year 2020, easements, restrictions, reservations of minerals, covenants, and rights of way of record.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this instrument on the date first above written.

GRANTOR: VARRA COMPANIES, INC.

By: _____

Acknowledgment

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.

My commission expires on: _____

(S E A L)

Notary Public

GRANTEE:
TOWN OF FIRESTONE, COLORADO

By: _____
Bobbi Sindelar, Mayor

Attest:

Jessica Koenig, Town Clerk

EXHIBIT A
Easement Area

EXHIBIT "A"
TO
GRANT OF EASEMENT

LEGAL DESCRIPTION OF EASEMENT PREMISES
ON VARRA COMPANIES INC PROPERTY

A STRIP OF LAND LOCATED IN THE SW ¼ SECTION 31, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH P.M. COUNTY OF WELD, STATE OF COLORADO.
DECRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31, FROM WHICH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 BEARS N0° 07' 56.37"E 2651.27 FEET (BASIS OF BEARING); THENCE N0° 07' 56.37"E, 1469.61 FEET ALONG SAID WEST LINE; THENCE S88° 57' 48.63"E 30.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF COLORADO BOULEVARD AS RECORDED ON OCTOBER 14, 1889 IN BOOK 86 AT PAGE 273 THENCE S88° 57' 48.63"E 1063.26 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE FOLLOWING EIGHT (8) COURSES;

N0° 07' 56.38"E 70.00 FEET;

THENCE S89° 57' 49.14"E 175.00 FEET;

THENCE N0° 07' 56.38"E 1020.00 FEET;

THENCE S88° 57' 49.14"E 30.00 FEET;

THENCE S0° 07' 56.38"W 1050.00 FEET;

THENCE N88° 57' 48.89"W 175.00 FEET;

THENCE S0° 07' 56.38"W 40.00 FEET;

THENCE N88° 57' 44.87" W 30.00 FEET TO THE POINT OF BEGINNING.

AREA = 37,945.31 SQUARE FEET (0.871 ACRES), MORE OR LESS.

EXHIBIT "A"

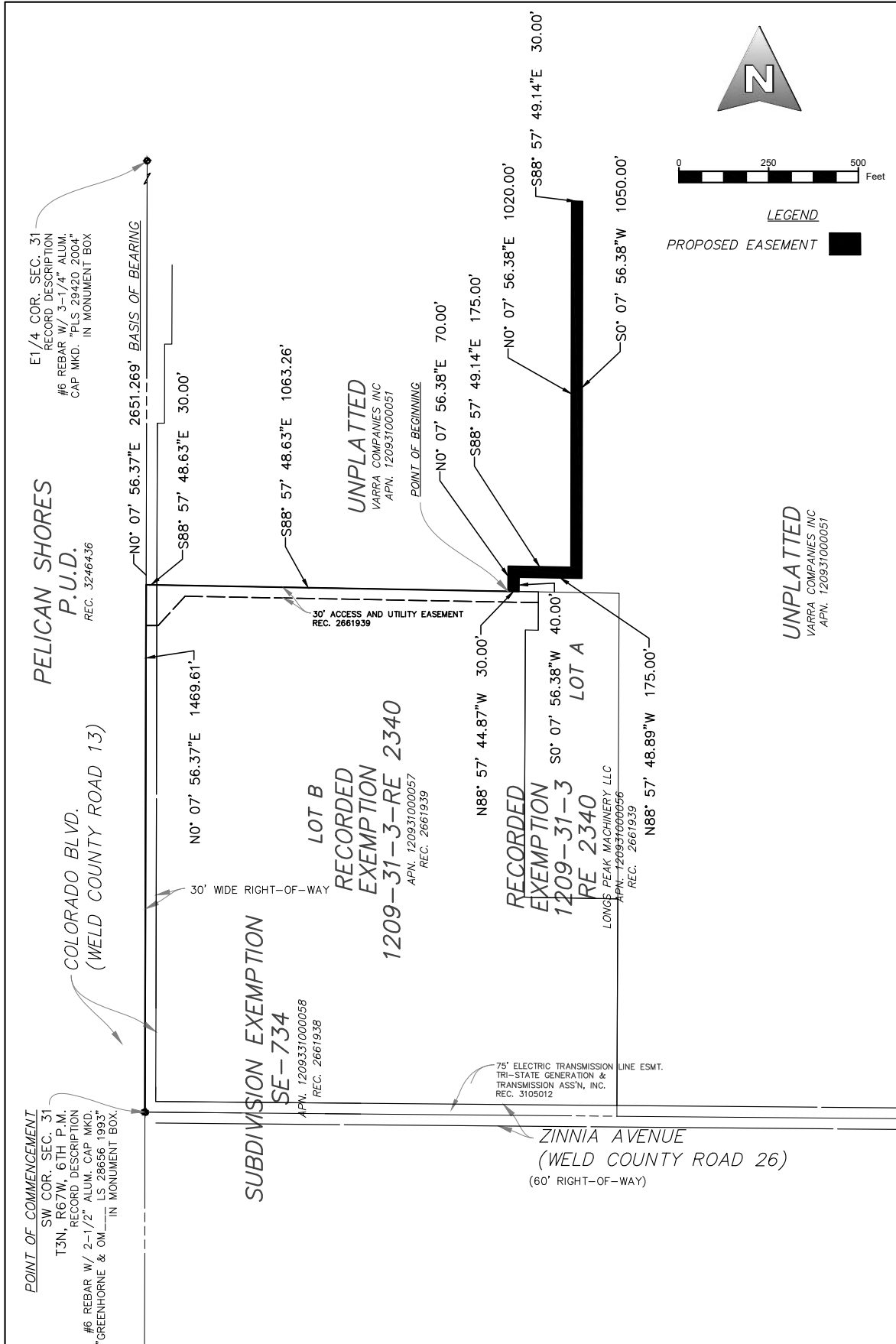
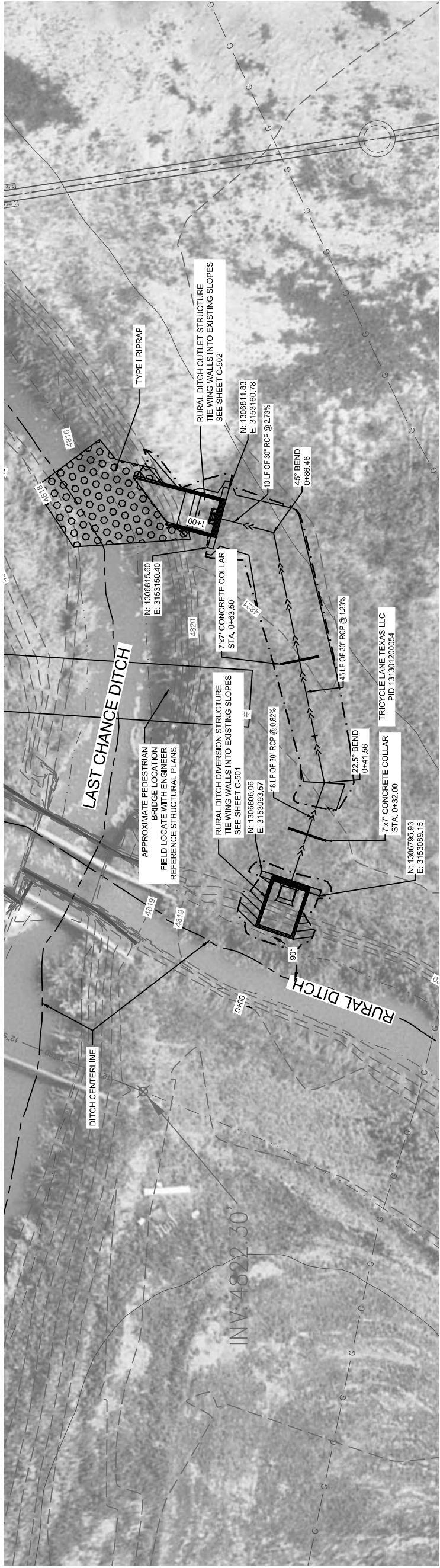


EXHIBIT B
Transfer Diversion



NOTES:

1. PIPE COLLARS SHALL BE 6 INCHES THICK AND CONTAIN #4.
2. BARS AT 12-INCHES O.C. E.W.
3. PIPE COLLARS SHALL BE CENTERED AROUND PIPE.
3. DITCH DIVERSION WINDOW IS NOVEMBER 1 THROUGH APRIL

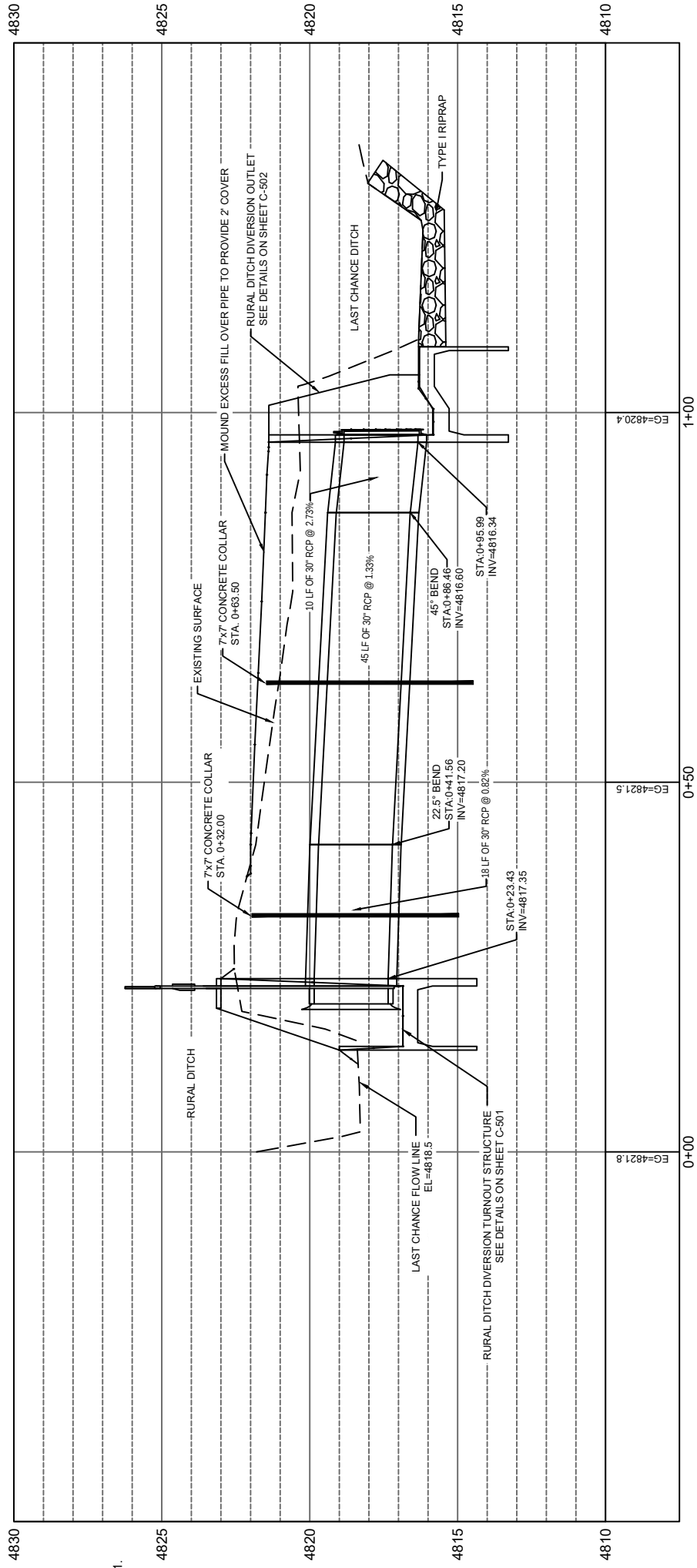


EXHIBIT B

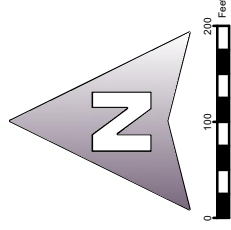
REV	REVISION DESCRIPTION	DWN	APP	REV DATE
11	CONSTRUCTION	JTP	MJK	04/24/20
10	100% SUBMITTAL	JTP	MJK	03/06/20
9	90% SUBMITTAL	JTP	MJK	01/10/20
8	REVISED PRELIMINARY PLANS	TJL	MJK	11/27/19
7	REVISED PRELIMINARY PLANS	TJL	MJK	11/14/19
6	REVISED PRELIMINARY PLANS	TJL	MJK	10/07/19
5	REVISED PRELIMINARY PLANS	TJL	MJK	09/25/19

WENCK
ASSOCIATES
SUB CONSULTANT

PROJECT TITLE FIRESTONE RESERVOIR NO. 1	 FIRESTONE COLORADO
--	---

SHEET TITLE		RURAL DITCH DIVERSION PLAN AND PROFILE			
DWN BY	CHKD	APPO	DWG DATE	APR. 2020	
JTP	MJK	MJK	SCALE	AS SHOWN	
PROJECT NO.	SHEET NO.		REV. NO.		
B5435-0006	C-201		11		

EXHIBIT C
Rural Ditch Lateral



SHEET NO.

1 OF 1

DATE: 11 JUNE 2020

SCALE:
1"=200'

JOB NO.: 0668.0000.02

CHECKED: _____ D.B.L.

DESIGNED: G.A.P.

FILENAME:

**PROPOSED LATERAL EASEMENT
GOULD PROPERTY**

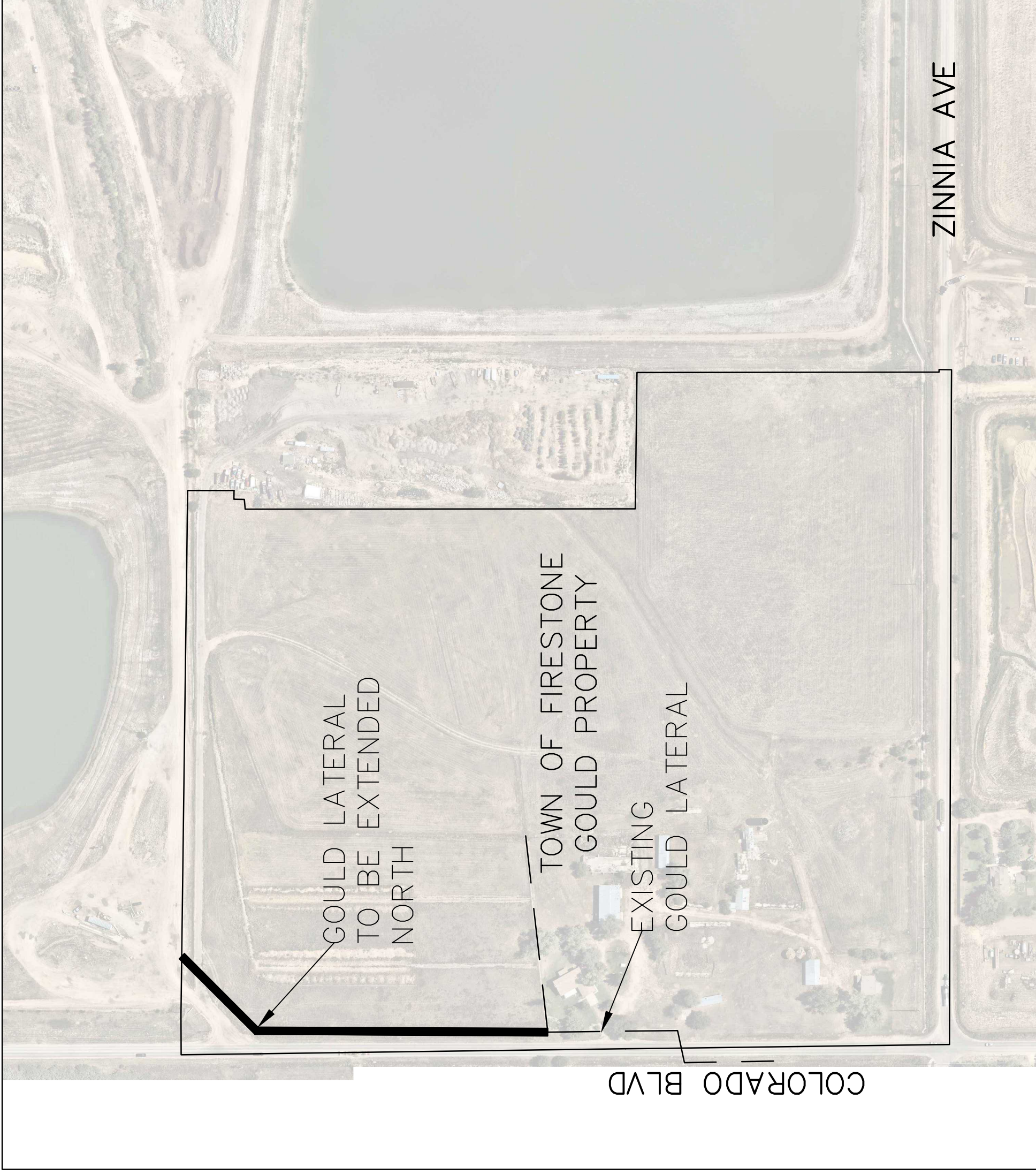


CCG
COLORADO
CIVIL
GROUP, INC.
ENGINEERING CONSULTANTS

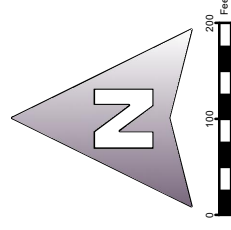
1413 W. 29TH STREET
LOVELAND, COLORADO 80538
(970) 278-0029

[illegible]

EXHIBIT D
Rural Ditch Sub-Lateral



LEGEND



SHEET NO.

1 OF 1

1003

11 JUNE 2020

1"=200'

SCALE:

JOB NO.:

JOB NO.:

CHECKED:

DESIGNED:

DESIGNED:

FILENAME:

G.A.P.

G.A.P.

EXHIBIT D

PROPOSED LATERAL EASEMENT
COULD PROPERTY

1413 W. 29TH STREET
LOVELAND, COLORADO 80538
(970) 278-0029

[illegible]

Untitled Map

Write a description for your map.

Legend

Return Flow
Pipeline

Varra
Easement

St. Vrain Water
Treatment Plant

Firestone
Reservoir No. 1

Colorado Blvd

26

13

Google Earth

© 2020 Google



1000 ft

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.c

Discussion/Action

Meeting Date: November 18, 2020

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 20-114: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND TIMBER LINE ELECTRIC AND CONTROL CORP FOR WATER DISTRIBUTION SCADA UPGRADE DESIGN SERVICES

SUMMARY

Firestone uses a SCADA system to monitor elements of our potable water distribution system remotely. SCADA (**S**upervisory **C**ontrol **a**nd **D**ata **A**cquisition) is a system that allows for the collection of data in outlying locations, transmits that data to a centralized location, and processes that data at the central hub for presentation to the operators. The system allows operators to monitor things like pressure at various locations in our system, monitor the water level in the tank, and monitor pumping. The system also allows us to have some remote security monitoring element by telling us a hatch is opened in any of our system vaults. The system is also set up so that alarms for various conditions can be transmitted to operator cell phones for 24/7 monitoring.

The existing system was installed over many years, and parts of the system are starting to be less reliable, and in some cases, are failing. In addition, the Town is about to significantly expand this system to include the new elements of the water supply infrastructure. To effectively accomplish this, staff determined it was necessary to bring in a consultant to evaluate the existing system and determine the best course of action to rehabilitate or replace it. We also need the consultant to examine the various new elements of our water supply infrastructure and develop a means to integrate that into the overall system.

Staff prepared and publicly advertised an RFP for these design services in September and gave consultants 30 days to prepare proposals. The RFP provided the general scope of services for the project and established a Qualifications Based Selection system for the evaluation of the proposals. We received 12 proposals in October, and the review team performed a cursory evaluation of each to develop a list of 5 consultants that a more in-depth review was performed on. The review team scored those proposals (see attached) and decided to interview the top 3 candidates. After the interviews, the review team decided to recommend Timber Line Electric & Control Corp. be awarded the project. Timber Line is a full-service company that designs, install, and services SCADA and control systems. This is all they do; it is not an added service. Timber Line has never worked for the Town, but they are the consultant/supplier for both Little Thompson Water District and Central Weld County Water District, so they have significant experience in our area.

Staff has prepared a consultant services agreement with Timber Line Electric & Control Corp. for consideration and action by the Board.

HISTORY AND PREVIOUS BOARD ACTION

None

RECOMMENDATION

Staff recommends the Board approve Resolution 20-114, awarding the design services contract to Timber Line Electric & Control Corp. and authorize the Mayor to execute the contract on behalf of the Town.

ALTERNATIVES

The Board could direct staff to modify the terms of the contract.

ATTACHMENTS

1. Resolution 20-114 Timberline Electric Agmt
2. Timber Line Design Agreement (2020.11.06)
3. Proposal Scoring Summary

FINANCIAL CONSIDERATIONS

The contract is a lump sum fee of \$27,010.00 and will be paid from the Water Fund.

RESOLUTION NO. 20-114

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND TIMBER LINE
ELECTRIC AND CONTROL CORP FOR WATER DISTRIBUTION SCADA
UPGRADE DESIGN SERVICES**

WHEREAS, the Town of Firestone ("Town") is in need of design services to examine, repair and upgrade the Town's Water Distribution Supervisory Control and Data Acquisition (SCADA); and

WHEREAS, the Town published Requests for Proposals for SCADA design services, and out of twelve respondents selected Timber Line Electric and Control Corp., as the lowest qualified responsive bidder.

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

The Agreement for Professional Services between the Town of Firestone and Timber Line Electric and Control Corp., for Water Distribution SCADA Upgrade Design, 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 __ day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC 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 ____ day of _____, 2020 (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 Timber Line Electric and Control Corp., an independent contractor with a principal place of business at 17591 Highway 8 (PO Box 793), Morrison, CO 80465 (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: WATER DISTRIBUTION SYSTEM SCADA UPGRADES DESIGN W2020-9532

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.

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, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$27,010.00. 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

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

If the Town reuses or makes any modification to Consultant's designs, documents or work product without the prior written authorization of Consultant, the Town agrees, to the fullest extent permitted by law, to release the Consultant, its officers, directors, employees and sub-consultants from all claims and causes of action arising from such uses, and shall indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Town's modification or reuse of the documents.

The Town expressly acknowledges and agrees that the documents and data to be provided by Consultant under the Agreement may contain certain design details, features and concepts from the Consultant's own practice detail library, which collectively may form portions of the design for the Project, but which separately, are, and shall remain, the sole and exclusive property of Consultant. Nothing herein shall be construed as a limitation on the Consultant's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

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. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

Mayor, Bobbi Sindelar

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

TIMBER LINE ELECTRIC AND
CONTROL CORP.

By: _____

Print: _____

Title: _____

ATTEST:

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 (or affirmed) before me this ____ day of _____, 2020, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

EXHIBIT A
SCOPE OF SERVICES

See attached 3 pages inclusive of additional services noted as items 9, 10, and 11

Detailed Estimate

Firestone Water Distribution System SCADA Upgrades Design

October 2020

W2020-9532



Phone: 303-697-0440 • Fax: 303-697-0450 • www.tlecc.net



#	Task Description: Please Note: each cost item includes a mix of skills and billing rates as well as any drive time and mileage.	Est. Hours	Anticipated Cost	Complete Date
1	Assessment of existing system including I/O list of each site, an inventory of items that will be retained, and a list of items to be removed/replaced/updated. Includes visits to Alluvial wells, Horizontal well, and 7 other existing assets. Also includes recommendations on any cost-effective repairs to existing SCADA system to allow for immediate functionality.	42	\$5,975.00	Dec 30
2	Overview of construction specifications for the Reservoir 1, Irrigation pump station, Tower pump station, SV WTP Pump Station with regards to integration into the SCADA system.	12	\$1,584.00	Jan 10
3	Discussion and research on the best communication media(s) for Firestone including radio telemetry, fiber, cellular and Town networks. Review of radio path profiles/verification.	40	\$5,700.00	Jan 30
4	Provide recommendations for SCADA/telemetry hardware, PLC's, radios, modems, Ethernet/fiber switches, computers, control software, remote access software, and alarm dialing software. This will include preliminary network/communication map showing links between the computerized central, the (2) Reservoir 1 OIT's, and the SV WTP or SV Delivery Pump Station.	17	\$2,116.00	Feb 10
5	Review and suggestions for sheets P&ID 001 and P&ID 002 of the project plans for Reservoir 1. Includes creation of P&ID documents for the peripheral sites of turnouts and meter vaults.	14	\$1,768.00	Feb 20
6	Review or design coordination with the engineers working on the SV WTP Delivery Pump Station.	2	\$273.00	Feb 20
7	Final Telemetry communications map including 7 existing sites, Alluvial Wells, Horizontal Well, Reservoir 1, SV WTP, SV Delivery Pump Station, and other future assets such as the blending stations. This will include a selection for the best place to house the computerized central control, and any needed remote access requirements. Includes 50% design review meeting.	22	\$2,850.00	March 1
8	Production of a specification and plans to allow Firestone to bid the new telemetry system. This will include final delineation of the hardware specifications.	20	\$2,525.00	April 15
	Base Design Package	169	\$22,791.00	
9	This item was not specifically called-out in the RFP: Timber Line would like to provide a complete control narrative for the water system with assistance from your civil engineer.	20	\$2,595.00	March 30
10	This item was not specifically called-out in the RFP: Timber Line would like to provide consulting/ specifications on making Firestone's SCADA system compliant with AWIA regulations for SCADA resiliency.	4	\$464.00	March 30
11	This item was not specifically called-out in the RFP: Cost estimate for installed SCADA system for Firestone's budgeting purposes.	10	\$1,160.00	March 30

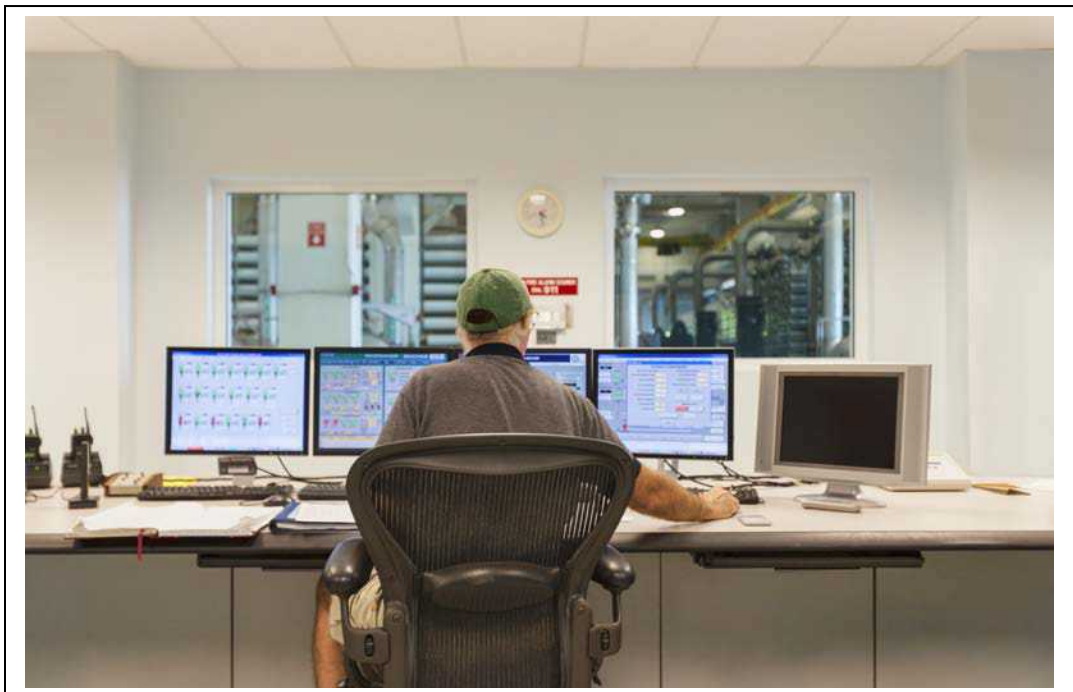


Items **NOT** included in the time estimates on previous sheet:

- P&ID for SV Delivery Pump Stations. This is probably being completed by the design engineers.
- P&ID for blending stations. We will need more information or an I/O list for this project.
- Labor for post-bidding services such as submittal review, construction oversight, change order reviews, construction close out. This will depend on how many telemetry sites are actually bid and the completion schedule for each. This will need additional information.

Cost Options:

If Firestone is interested in having Timber Line provide a design/build/install package, we anticipate that approximately \$6,000 will be saved due to familiarization, site tour, cost estimates and SCADA mapping already being completed in the design phase.



Water Distribution System SCADA Upgrade Design
DESIGN ENGINEER PROPOSAL SCORES

CRITERIA		WEIGHTING FACTOR	COMBINED SCORE	AVERAGE SCORE
ESC	Strength of Qualifications of the individuals assigned to the team. (25%)	2.5	28.75	9.58
	Strength of recent, relevant project experience. (25%)	2.5	23.75	7.92
	Strength of unique qualifications of the firm/team. (10%)	1	11	3.67
	Project approach, management strategy, and organization of tasks. (20%)	2	22	7.33
	Strength of references from current and past clients. (10%)	1	8	2.67
	Cost of service to be provided. (10%)	1	10.5	3.50
	Intangibles	1	10	3.33
	TOTAL SCORE		114	38.00

Water Distribution System SCADA Upgrade Design

DESIGN ENGINEER PROPOSAL SCORES

CRITERIA		WEIGHTING FACTOR	COMBINED SCORE	AVERAGE SCORE
Plummer	Strength of Qualifications of the individuals assigned to the team. (25%)	2.5	31.25	10.42
	Strength of recent, relevant project experience. (25%)	2.5	32.5	10.83
	Strength of unique qualifications of the firm/team. (10%)	1	12	4.00
	Project approach, management strategy, and organization of tasks. (20%)	2	28	9.33
	Strength of references from current and past clients. (10%)	1	11	3.67
	Cost of service to be provided. (10%)	1	12	4.00
	Intangibles	1	13	4.33
	TOTAL SCORE		139.75	46.58

Water Distribution System SCADA Upgrade Design
DESIGN ENGINEER PROPOSAL SCORES

CRITERIA		WEIGHTING FACTOR	COMBINED SCORE	AVERAGE SCORE
Timber Line	Strength of Qualifications of the individuals assigned to the team. (25%)	2.5	32.5	10.83
	Strength of recent, relevant project experience. (25%)	2.5	35	11.67
	Strength of unique qualifications of the firm/team. (10%)	1	13	4.33
	Project approach, management strategy, and organization of tasks. (20%)	2	24	8.00
	Strength of references from current and past clients. (10%)	1	11	3.67
	Cost of service to be provided. (10%)	1	13	4.33
	Intangibles	1	12	4.00
	TOTAL SCORE		140.5	46.83

Water Distribution System SCADA Upgrade Design

DESIGN ENGINEER PROPOSAL SCORES

CRITERIA		WEIGHTING FACTOR	COMBINED SCORE	AVERAGE SCORE
Browns Hill	Strength of Qualifications of the individuals assigned to the team. (25%)	2.5	30	10.00
	Strength of recent, relevant project experience. (25%)	2.5	33.75	11.25
	Strength of unique qualifications of the firm/team. (10%)	1	11	3.67
	Project approach, management strategy, and organization of tasks. (20%)	2	25	8.33
	Strength of references from current and past clients. (10%)	1	11	3.67
	Cost of service to be provided. (10%)	1	13	4.33
	Intangibles	1	12	4.00
	TOTAL SCORE		135.75	45.25

Water Distribution System SCADA Upgrade Design

DESIGN ENGINEER PROPOSAL SCORES

CRITERIA		WEIGHTING FACTOR	COMBINED SCORE	AVERAGE SCORE
Control Engineers	Strength of Qualifications of the individuals assigned to the team. (25%)	2.5	31.25	10.42
	Strength of recent, relevant project experience. (25%)	2.5	31.25	10.42
	Strength of unique qualifications of the firm/team. (10%)	1	12	4.00
	Project approach, management strategy, and organization of tasks. (20%)	2	26	8.67
	Strength of references from current and past clients. (10%)	1	9	3.00
	Cost of service to be provided. (10%)	1	9.5	3.17
	Intangibles	1	10	3.33
	TOTAL SCORE		129	43.00

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.d

Discussion/Action

Meeting Date: November 18, 2020

Initiated By: Jessica Clanton

Dept: Finance

AGENDA TITLE

PUBLIC HEARING: Resolution 20-107: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS TO THE TOWN OF FIRESTONE'S 2020 BUDGET

SUMMARY

As shown in Exhibit A, the following funds need to be amended in the 2020 Budget:

- General Fund
- Capital Projects Fund (1%)
- Debt Service Fund (.6%)
- Water Fund

HISTORY AND PREVIOUS BOARD ACTION

The necessity for amending the 2020 Budget has been previously discussed with the Board of Trustees.

RECOMMENDATION

Staff recommends that the Board of Trustees approve the attached Resolution providing the additional appropriations necessary to formally amend the 2020 Budget.

ALTERNATIVES

ATTACHMENTS

1. 20-107 2020 Budget Amendment Resolution
2. 2020 Budget Amendment Attachment

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 20-107

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING SUPPLEMENTAL BUDGET
APPROPRIATIONS TO THE TOWN OF FIRESTONE'S 2020 BUDGET**

WHEREAS, on December 4, 2019, the Board of Trustees of the Town of Firestone ("Town") adopted the Towns' 2020 budget ("Budget"); and

WHEREAS, the Town's Board of Trustees desires to supplement the Budget as to its Capital Projects Fund and Water Fund; and

WHEREAS, as required by law, the Town has published notice of and held a public hearing regarding the proposed supplemental appropriations; and

WHEREAS, the Board of Trustees deems it in the best interest of the Town to supplement the Budget's Capital Projects Fund and Water Fund as set forth in Exhibit A.

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

The supplemental appropriations for the Town of Firestone's 2020 Budget as set forth in Exhibit A, which is attached hereto and made a part of this resolution is hereby approved and the Town's Finance Director is ordered to affect the approved supplemental appropriations.

INTRODUCED, READ AND ADOPTED this __ day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A

	2020 Original Budget	Budget Modification	2020 Amended Budget
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GENERAL FUND

Impact Fee Revenue	2,279,458	(2,279,458)	-
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Purpose: To remove the Impact Fee Revenue from the General Fund and record it in the Capital Projects Fund and Water Fund.

CAPITAL PROJECTS FUND

Grant Revenue	-	100,000	100,000
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Purpose: To record grant revenue pursuant to the receipt of the DOLA Energy Efficiency grant for the construction of the new Town Hall.

Impact Fee Revenue	-	2,033,352	2,033,352
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Purpose: To record the impact fee revenue in the Capital Projects fund instead of the General Fund where it was originally budgeted.

Transfers Out	1,535,000	2,735,451	4,270,451
---------------	-----------	-----------	-----------

Purpose: To appropriate funds for the transfer out to the Debt Service Fund for the principal and interest payments of the 2014 revenue bonds and the 2019 COP's.

Capital Outlay	-	349,034	349,034
----------------	---	---------	---------

Purpose: To carry-over budgeted funds from 2019 for the Two Hunters Park Project.

Principal and Interest Payments	912,251	(912,251)	-
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Purpose: To remove principal and interest funds that were appropriated to be paid out of the Capital Projects Fund but will now be paid out of the Debt Service Fund.

DEBT SERVICE FUND

Principal and Interest Payments	993,200	917,741	1,910,941
---------------------------------	---------	---------	-----------

Purpose: To appropriate funds for the principal and interest payments for the 2014 Revenue Bonds and for the 2019 COP's.

	2020 Original Budget	Budget Modification	2020 Amended Budget
WATER FUND			
Debt Proceeds	3,892,195	45,081,916	48,974,111
<i>Purpose: To record the debt proceeds pursuant to the issuance of the 2020 Water Enterprise Revenue Bonds for the purpose of constructing the St. Vrain Water Treatment Plant.</i>			
Interest Payment	270,000	392,013	662,013
<i>Purpose: To appropriate funds for the interest payment for the 2020 Water Enterprise Revenue Bonds.</i>			
Capital Outlay	5,396,243	12,591,360	17,987,603
<i>Purpose: To appropriate funds for the construction of the St. Vrain Water Treatment Plant.</i>			
Impact Fee Revenue	-	246,106	246,106
<i>Purpose: To record the impact fee revenue in the Water fund instead of the General Fund where it was originally budgeted.</i>			

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.e

Discussion/Action

Meeting Date: November 18, 2020

Initiated By: Jessica Clanton

Dept: Finance

AGENDA TITLE

PUBLIC HEARING: Resolution 20-108: 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, 2021 AND ENDING ON THE LAST DAY OF DECEMBER, 2021

SUMMARY

Staff presented the 2021 Preliminary Budget to the Board of Trustees at the Work Sessions on September 16th, October 21st, and at the regular meetings on September 23rd and October 28th, 2020. No changes have been made since the October 28th meeting.

HISTORY AND PREVIOUS BOARD ACTION

Public notice was published in the Longmont Times-Call on November 4, 2020, stating that the Proposed 2021 Budget would be available for review at the Town Clerk's Office. In addition, it stated that public comment and review would take place at the November 18th, 2020 Board of Trustees special meeting and, pending Board approval, that it would be adopted at that same Board meeting.

Attached you will find Resolution 20-108 for the Board's consideration.

RECOMMENDATION

Staff recommends that the Board of Trustees approve Resolution 20-108.

ALTERNATIVES

State Law requires the adoption of an annual budget

ATTACHMENTS

1. 20-108 Reso 2021 Expenditures Revenues (1)
2. 2021 Proposed Budget

FINANCIAL CONSIDERATIONS

See attached the 2021 Budget

RESOLUTION NO. 20-108

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, 2021 AND ENDING ON THE LAST DAY OF DECEMBER, 2021.

WHEREAS, the Board of Trustees of the Town of Firestone has directed the Town Manager to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, the Town Manager has submitted a final proposed budget to this governing body on November 18, 2020, for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, in accordance with Article X, Section 20 of the Colorado Constitution, approved by the voters on November 3, 1992, an "Amendment One Emergency Reserve" is included in the budget in a total amount estimated to equal three percent (3%) of the Town's fiscal year spending excluding bonded debt service; and

WHEREAS, whatever increases may have been made in expenditures, like increases were added to the revenues so that the budget remains in balance as required by law.

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

Section 1. That the budget as submitted, amended, and as attached to this Resolution, be, and the same hereby is, approved and adopted as the budget of the Town of Firestone for the calendar year beginning on the first day of January 2021 and ending on the last day of December 2021.

Section 2. That the budget hereby approved and adopted shall be signed by the Mayor and Town Clerk and made a part of the public records of the Town.

INTRODUCED, READ AND ADOPTED this __ day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney



ANNUAL OPERATING AND CAPITAL IMPROVEMENT

BUDGET



2021

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Reader's Guide

This budget document is prepared in a format that strives to reduce the level of difficulty for readers not familiar with public budgeting systems, yet still provide comprehensive information useful in communicating the overall financial direction and policy of the Town. Each section of the budget document and its contents are described below:

Introduction – Provides a profile and brief history of the Town including information regarding the local population, climate, and economy. In addition, this section describes the operating structure of the local government, identifies key municipal facilities, and provides a list of current Town Officials, as well as a Town-wide organizational chart.

Budget Summary – Describes the budget process, fund structure, and basis of accounting used in the budget document. It also provides information regarding the goals and challenges facing the organization, an assessment of the major revenues and expenditures, and various Town-wide budgetary statements.

Fund Summaries – The Town operates a number of individual funds, each with its own appropriated budget. This section provides a budgetary statement for each of the Town's funds and when applicable provides summary statements of the restricted funding elements within those funds.

Department Summaries – The Town is organized by department, and as such each department has an authorized expenditure budget, which it must follow. A department funding matrix, as well as, detail regarding each department including departmental statements, descriptive narratives, goals, activity measures, and Full Time Equivalency (FTE) levels are presented in this section.

Capital Improvements – This section provides a detailed account of each capital improvement project including a program summary, descriptions, estimated costs, and information regarding the impacts of the projects on future operations and maintenance.

Appendix – This section contains miscellaneous information that may be of interest to readers and includes financial policies, personnel summaries, the Town's adopted pay plan, and a glossary of terms. The resolution adopting/appropriating the budget and certifying the mill levy are included at the end of this section.

Community Profile

Living in Firestone

With spectacular views of Colorado's Rocky Mountains, Firestone is located on the northern edge of the Denver-Boulder metropolitan area along Interstate 25, midway between Denver and Fort Collins, just east of Longmont in Weld County.

Regional amenities, public services and community events are among the few pleasures residents enjoy in Firestone. It has a rich history that underpins community development and continues to build from it. Not only is Firestone a great community to call home, it is also a community that prepares for the future and advances towards it.

Firestone offers numerous neighborhood, community and regional parks, including a regional sports complex. Miles of trails make up the Firestone Trail system, which is part of the regional Colorado Front Range Trail system. The trails offer great recreation opportunities for residents and visitors to enjoy the great outdoors and connect to various parks and community amenities. The community is also home to Saddleback Golf Club and St. Vrain State Park.

History

St. Vrain State Park, near present-day Firestone, was originally the location where Fort Junction, a sod fortress, was built. Between 1863 and 1865 Fort Junction was constructed for use during the Colorado War (also known as the Indian War) by the Lower Boulder St. Vrain Valley Home Guard – a volunteer militia organized to protect local settlers from Native American attacks.



Weld County brothers John, William and Thomas McKissick were in the St. Vrain Valley Home Guard. John was elected Weld County Sheriff in 1865 and Thomas succeeded him in 1867. William discovered coal in southwestern Weld County, leading to the McKissick brothers purchasing railroad land to establish a coal mine. In 1872, they opened the McKissick, Colorado's first production coal mine (a mine requiring tunnels, mining equipment, and employees), located where today's Saddleback Golf Course is in Firestone.

In 1907, the Denslow Coal & Land Company purchased 160 acres of Thomas McKissick's land from his widow. Later that same year, Ohio investors bought Denslow out and started the Firestone Coal Company, establishing Firestone coal mine. They platted a town next to the mine named Firestone in 1908; all were named for Jacob Firestone, one of the Ohio investors. Firestone was the third coal mining town of a trio of towns northeast of Erie, along with Frederick and Dacono, commonly referred to as the Tri-Towns or the Carbon Valley.





Five coal mines operated in Firestone until 1947 when the coal mines closed. During its production, Firestone's Grant Mine produced 2,070,686 tons of coal, enough to fill a coal train 200 miles long. The Firestone Trail is now where the old train track bed was located. More than 12 miles long, the Firestone Trail connects a variety of neighborhood and regional parks, the St. Vrain Legacy Trail, and the Colorado Front Range Trail.

Firestone remained a small town until its boom began in 2000. Between 200-2010, the population soared from 1,908 to 10,147. According to the 2010 U.S. Census, the Town of Firestone had a growth rate of 431 percent, making it the fastest growing community in Colorado.

Climate

The climate of Firestone is considered semi-arid with very low humidity and relatively little precipitation. The area is well-known for its abundant sunshine, as it averages over 275 sunny days per year. During the summer it is not uncommon to have temperatures in excess of 90°; however days for which temperatures reach 100° are unusual. Thunderstorms are common during the growing season between April and September and supply approximately 75% of the annual precipitation to the area. Winters are normally mild, however snowstorms measured in feet, do occur on occasion. The information below, as compiled by the Western Regional Climate Center, provides additional information regarding the Town's climate:

Average High/Low Temperature in January	44°F/19°F
Average High/Low Temperature in July	89°F/59°F
Average Annual Precipitation	16.12"
Average Annual Snowfall	44.34"
Average Wind Speed	19.61 mph

Population & Demographics

According to the US Census Bureau, the estimated population of the Town of Firestone is 16,600. In addition, there were an estimated 5,600 housing units within the Town and an average household size of 3.09 individuals. Approximately 97.8% of the housing units in Firestone are occupied, and of those, 15.2% are categorized as renter-occupied. Additional information regarding the demographics of the Town compared to that of Weld County and the State is provided in the following table:

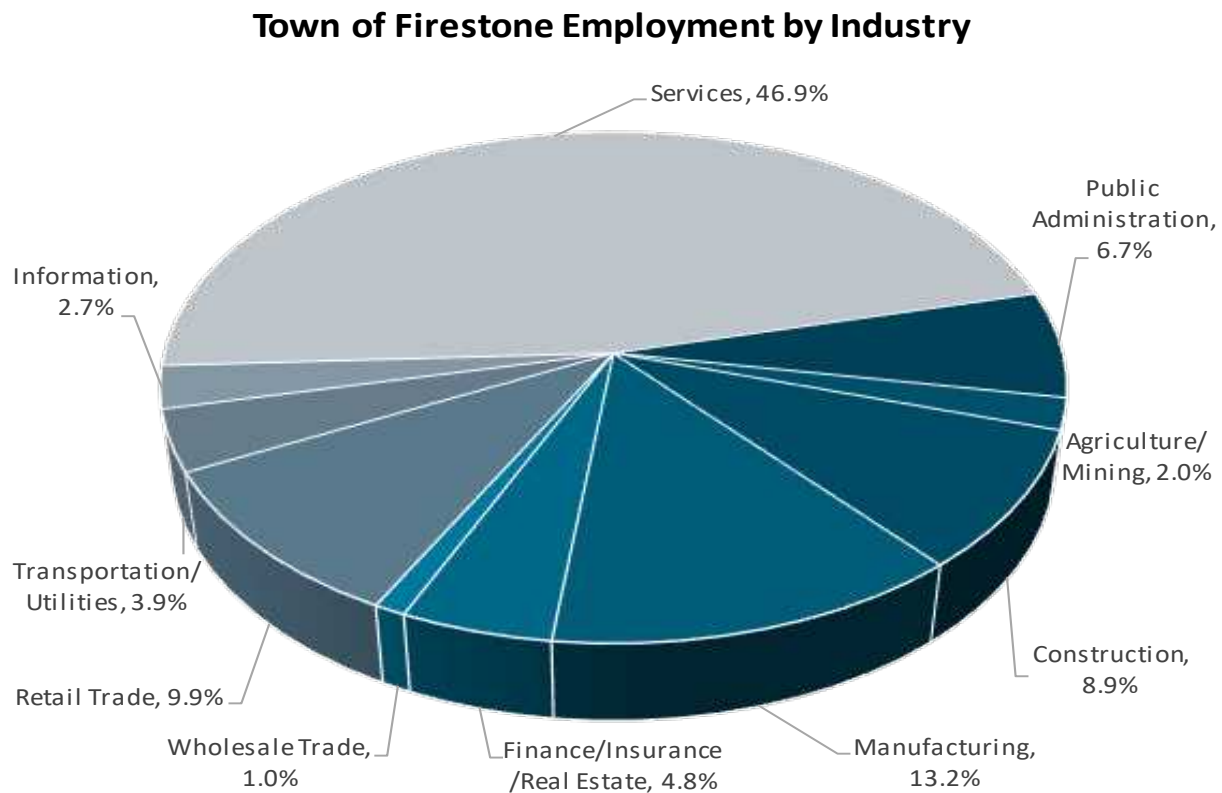
	<u>Firestone</u>	<u>Weld County</u>	<u>Colorado</u>
Male	50.1%	50.4%	50.4%
Female	49.9%	49.6%	49.7%
Median Age	34.5	34.6	36.9
Under 20 Years	32.7%	29.2%	24.8%
Between 20-64 Years	59.1%	58.6%	61.1%
65+ Years	8.1%	12.2%	14.2%
High School Graduate or higher	94.4%	87.5%	91.2%
Bachelor's degree or higher	34.8%	26.6%	39.8%
Graduate degree	9.8%	8.5%	14.7%

Labor & Employment

According to the U.S. Census Bureau, 72.4% of Firestone's workforce aged 16 and over is employed. Occupations in professional positions make up the largest category, followed by management, administrative support, and sales. The Town's average household income is estimated at \$104,426.

Approximately 134 store-front businesses operate in the Town offering a variety of goods and services. The largest employers in Firestone include American Furniture Warehouse, ARC Worldwide Group, King Soopers, Home Depot, and Safeway. The largest retail development is the Firestone City Centre comprised of nearly 15 retailers over 100 acres has a variety of pad sites available for additional commercial development.

The chart below provides additional information regarding local employment by industry:



Growth & Development

The Town of Firestone is a growing community, primed for commercial development to support its growing number of residents, businesses and visitors. In 2009, the Firestone Urban Renewal Authority (FURA) was formed to actively eliminate blight, assist with redevelopment, as well as, plan and develop public improvements in an effort to cultivate and maintain a sustainable economy.

Numerous opportunities for new commercial development exists along the primary commercial arterial roadway, Firestone Boulevard, supplementing the existing commercial development alongside Interstate 25. A future bus rapid transit (BRT) stop and expanded park-n-ride is planned at the Firestone Boulevard exit offering access to bus services along the I-25 corridor between Fort Collins and Denver. Additional commercial opportunities are planned along Colorado Boulevard and reinvestment through infill and redevelopment within Historic Firestone.

Governing Body and Town Management

The Town of Firestone was incorporated in 1908. The Town is a statutory Town operating under the rules of the State of Colorado. Many municipalities operate under “home rule” charters in comparison. Under the State of Colorado, the current form of government consists of a mayor and six Board of Trustee members, all of whom are elected “*at-large*,” and a Town Manager, who is appointed by the board and works under the general direction of the Board of Trustees. The mayor is elected at large for a two-year term, while the six trustees are elected at large for staggered four-year terms. It is within the board-manager framework that the elected officials serve as the Town’s leaders and policy makers while the Town Manager serves at the pleasure of the Board of Trustees to carry out policy and ensure that all residents are being equitably served.

As the chief operating and administrative officer of the Town, the Town Manager’s office strives to provide professional leadership in the administration and execution of policies set by the Board of Trustees and in the operations of the Town as a whole. Accordingly, the Board of Trustees and town manager work together in an effort to preserve a sustainable and prosperous community.

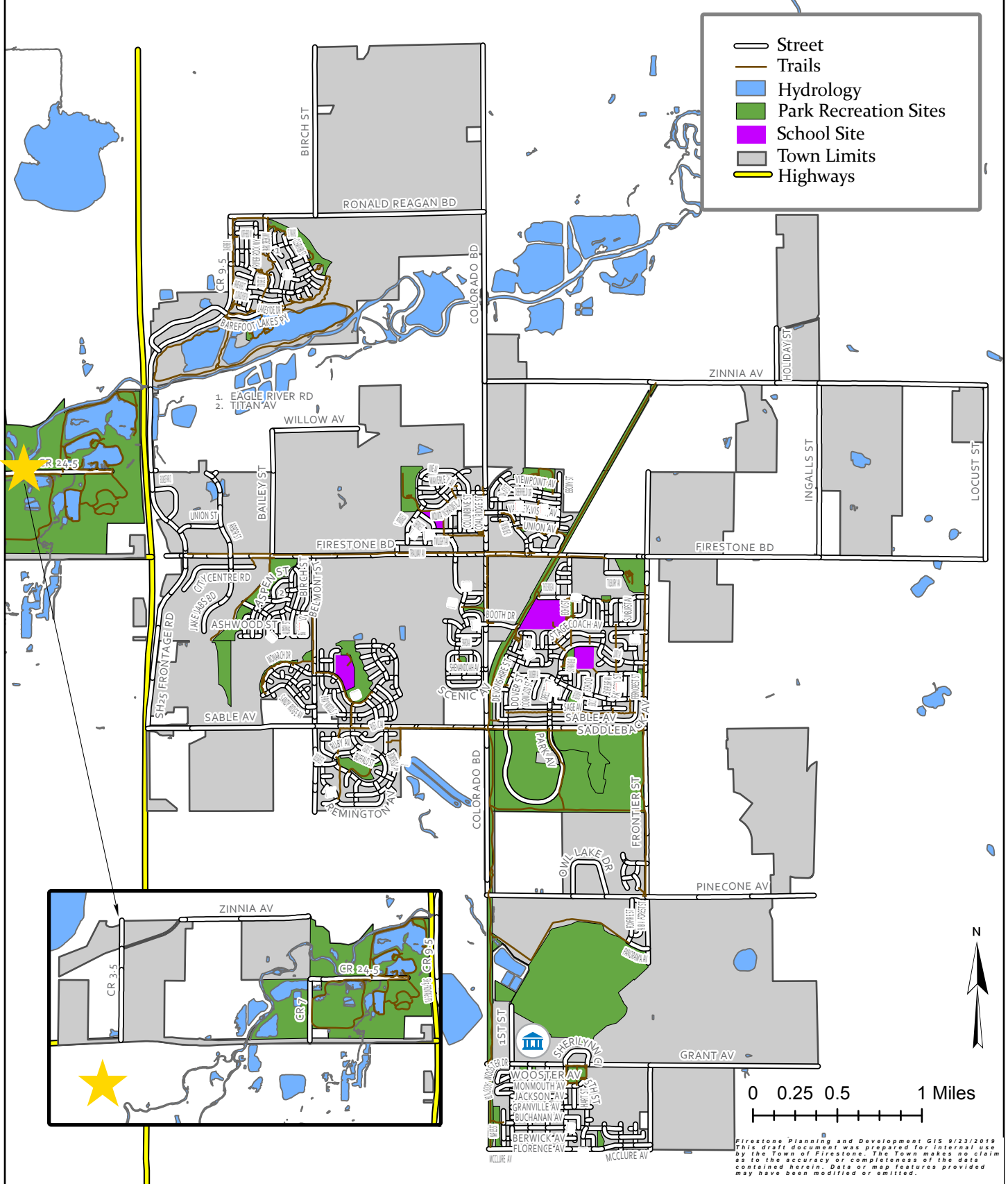
The Town provides a full range of services including police protection, municipal court services, maintenance of streets, parks, trails and open space, stormwater and water utilities, planning and development, as well as, general administration. Other utility services such as sewer, electricity, natural gas and trash are provided by companies not affiliated with the Town.

Town Facilities

Town Hall
151 Grant Avenue
Firestone, CO 80520

Police Facility
2 Park Avenue
Firestone, CO 80520

Public Works
7500 Pine Cone Avenue
Firestone, CO 80504



LIST OF PRINCIPAL OFFICIALS

Elected Officials

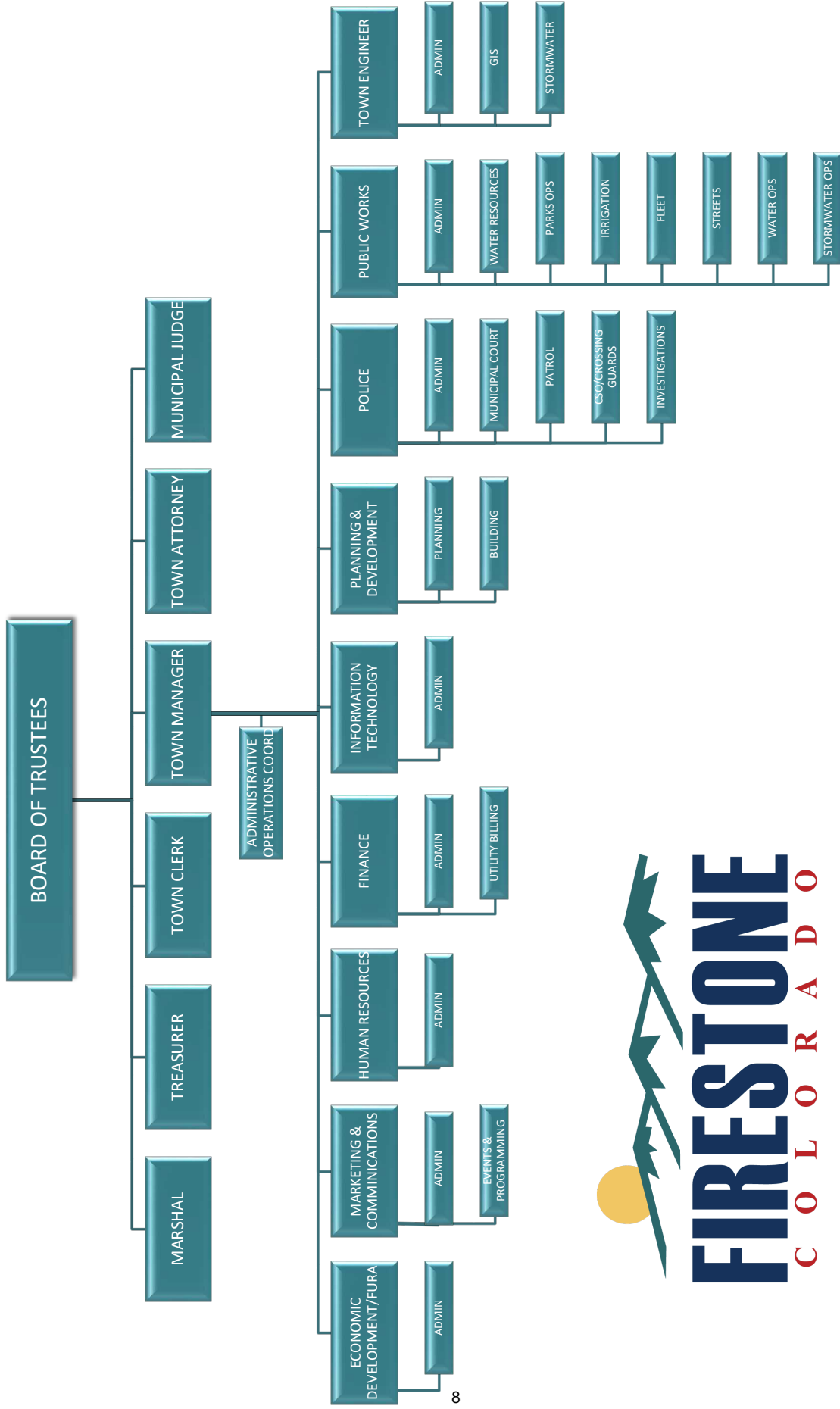
Mayor..... Bobbi Sindelar
Mayor Pro-tem..... Frank Jimenez
Trustee Don Conyac
Trustee Sean Doherty
Trustee Samantha Meiring
Trustee Doug Sharp
Trustee David Whelan

Appointed Officials

Town ManagerAJ Krieger
Town Clerk Jessica Koenig
Town Treasurer..... Jessica Clanton, CPA
Town Attorney..... William Hayashi, Williamson & Hayashi, LLC
Municipal Judge.....Paul Basso

Department Directors

Chief of PoliceDavid Montgomery
Economic Development and FURA Director Paula Mehle
Finance Director..... Jessica Clanton
Human Resource Director.....Janet Sloat
Marketing and Communications Director.....Katie Hansen
Planning Director Todd Bjerkaas
Public Works Director Julie Pasillas
Town Engineer.....Matt Wiederspahn



Budget Overview

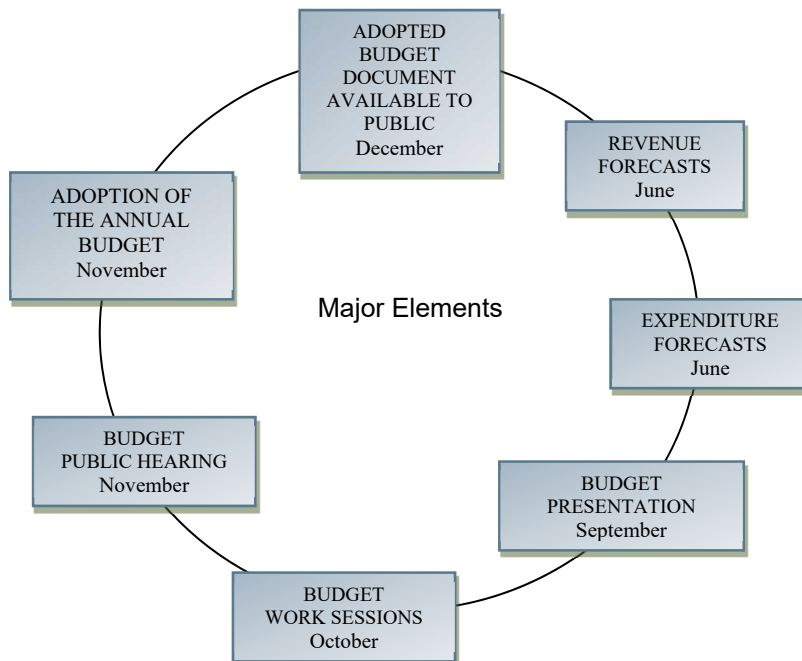
Pursuant to Chapter 3.04.020 of the Town Municipal Code, I am pleased to present the 2021 Annual Operating Budget & 2021-2025 Capital Improvement Plan for the Town of Firestone. The budget will demonstrate the allocation of available resources and serves as an operations guide in an effort to meet the service needs of the community.

Budget Process

The Town's fiscal year begins January 1st and ends December 31st of each year. Although the Town legally appropriates its budget on an annual basis, the budgeting process includes discussions regarding multi-year financial planning, specifically as it relates to the Town's five-year Capital Improvement Program.

Each department prepares their budget using a line-item method, providing detailed documentation for revenues and expenditures. Service levels, as approved by the Town Board during the annual budget review, assist the departments in determining projected expenditures. In order to present a balanced budget, the Town Manager works closely with departments to coordinate funding levels. During the public hearing, the Town Board may adopt the budget with or without amendment. If the Town Board fails to adopt the budget by December 31st, the amounts appropriated for the current fiscal year shall be deemed adopted for the ensuing fiscal year on a month-to-month basis. Adoption of the budget by the Town Board shall constitute appropriations in the amount specified at the fund and department level. The Town encourages citizen participation and publishes notice of the hearing in local newspapers, on the Town's website, and at official Town posting places. Copies of the budget are available for citizen review.

Budget Flowchart



Budgetary Control

Once adopted, it becomes the responsibility of the Finance Department to monitor and report on the financial activity of the organization and condition of the annual budget. The Town incorporates the use of financial software, policies, and procedures to provide an adequate level of control over expenditures. Each department is responsible for controlling expenditures within budgetary allowances; however, ultimate budgetary responsibility is retained at the legislative level. As allowed by the Town's Municipal Code, requests for amended, supplemental, or reduction appropriations to the budget will be subject to the approval of the Town board by ordinance.

Budgetary Basis of Accounting

Basis of Accounting refers to the specific time at which revenues and expenditures are recognized in the accounts and reported in our financial statements. The method of accounting used often depends on the purpose for which the fund has been established. Proprietary funds utilize full accrual basis of accounting while all other funds utilize a modified accrual basis.

In the budgetary process however, all funds are prepared on the modified accrual basis of accounting. Thus, capital expenditures, debt and lease payments, as well as, interfund loan repayments are recorded as expenditures in the year in which they occur. Furthermore, depreciation and amortization costs are not budgeted since these costs represent non-cash transactions.

Fund Structure

The Town of Firestone, like other local governments, utilizes funds to account for the activity of specific operations, programs, and/or functions. Each fund maintains an independent, self-balancing ledger and budget subject to appropriation. In accordance with State statute, no fund may overspend the appropriation established by the Town Board of Trustees. The funds established by the Town Board and appropriated in this budget are as follows:

General Fund – This fund is used to account for resources traditionally associated with government, which are not required legally or by sound financial management to be accounted for in another fund. The functions accounted for in this fund account for most of the day-to-day operations of the Town that are financed via sales tax, property tax, and other general revenues. Activities in the General Fund include general administration, economic development, public safety, development review, parks, and public works.

Special Revenue Fund – These funds are used to account for the proceeds of specific revenue sources that are legally or otherwise restricted to expenditures for specified purposes and which therefore cannot be diverted to other uses. The Town of Firestone currently operates one Special Revenue Fund.

- *Conservation Trust Fund* – The fund is used to account for the resources generated from the lottery proceeds and are passed through from the State of Colorado. These funds are restricted to the costs associated with parks and open spaces.

Capital Projects Fund – This fund is used to account for the construction of major capital projects other than those financed by Enterprise. The Town of Firestone currently operates one Capital Projects Fund. The revenues in the Capital Projects Fund are derived from various restricted and non-restricted sources including county-shared sales tax revenues, grants, and transfers from the General Fund.

Debt Service Fund – This fund is used to account for the accumulation of resources for, and the payment of general long-term debt principal, interest, and related costs. Colorado State Statute limits the total amount of General Obligation debt to three percent of the jurisdiction's actual value of all the taxable property in the Town, as determined by the County Assessor. The Town of Firestone currently does not carry any general obligation debt.

Enterprise Funds – Such funds are used to account for operations that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that the costs of providing these services to the general public on a continuing basis be financed or recovered primarily through user charges. All activities necessary to provide such services are accounted for in this fund, including administration, operations, maintenance, finance, and related debt service. The Town of Firestone currently operates two enterprise funds.

- *Water Fund* – The Town of Firestone provides water services to approximately 4,800 residential and commercial customers, and supplies over 650 million gallons of water annually. Revenues are derived primarily from user charges; however, committed raw water impact fees are used to support capital improvements within the water fund.
- *Stormwater Fund* – The fund is used to account for the resources generated and costs associated with providing Stormwater services. Revenues are collected through user charges collected in the utility billing process.

Priorities

The Town of Firestone is committed to providing its residents, businesses, and visitors with dependable municipal services while ensuring the financial health of the community. The organization is focused on the long-term direction and development of the community while remaining attentive to changes in the local economy.

The Town has several key initiatives identified as priorities for the years 2021-2025. The overriding objective for the Town is to create vitalization throughout the Town. This initiative is meant to lay the foundation for future planning, development, and redevelopment. Staff changes have been made that allows the Town to focus on updating the zoning code, marketing the Town to potential businesses, and evaluating the sustainability of providing services given the current land-use and fiscal policies. While an emphasis has been placed on planning for the future, the Town has also committed to delivering services at current levels and to find ways to continuously improve the delivery of those services.

The 2021 budget continues to control operating expenditures, while making significant commitments to the community's assets and infrastructure. Town-wide, the 2021 revenue forecasts represent an increase of 27.5% over 2020 year-end estimates. Projects such as the construction of the St. Vrain Water Treatment Plant, construction of the new Town Hall, and remodeling the Public Works buildings are the major capital improvement projects planned for 2021.

Services for residents have been maintained at current levels and the Town has been moving forward on many strategic fronts in economic development and infrastructure improvements. Investments and grants from the Town and its Urban Renewal Authority are key in maintaining and expanding the tax base.

To control operating expenditures to the greatest extent possible, the Town has placed significant emphasis on improved efficiencies and value-based operations. Formal requests to increase operating budgets over the prior year are required. An emphasis in the budget for 2021 has been placed on staff retention, strategic evaluations of the Town's Master Plan documents, including a drainage Master Plan, a Water Master Plan and an Impact Fee Assessment.

The 2021 budget includes a 5% market adjustment for salaries to meet market standards, as well as step increases for all sworn police personnel.

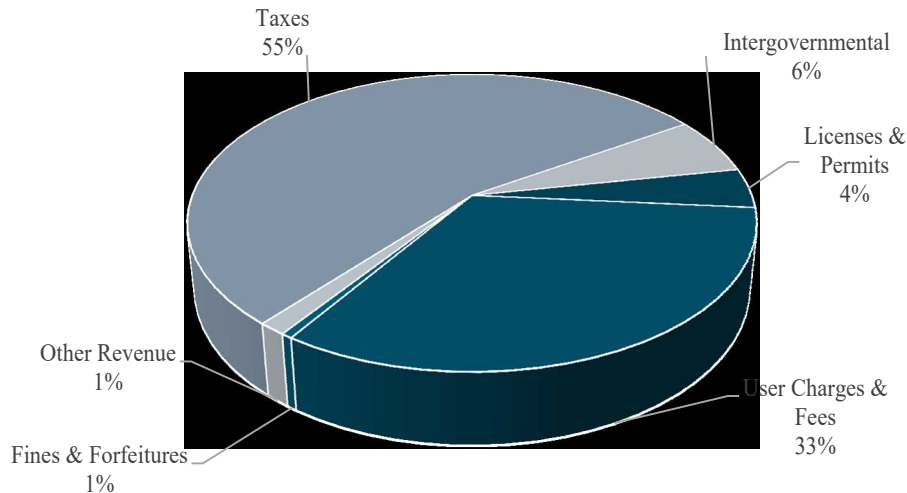
Revenue Assessment

Town-Wide Revenues

In an effort to simplify financial reporting, the Town of Firestone has organized its revenues into six categories: Taxes, Intergovernmental, Licenses & Permits, User Charges & Fees, Fines & Forfeitures, and Other Revenue. The table and chart below illustrate the Town's total revenue (all funds, not including Other Sources or use of fund balance).

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Revenue:				
Taxes	\$ 13,489,106	\$ 14,402,936	\$ 14,651,455	\$ 18,776,474
Intergovernmental	1,916,131	1,147,223	1,145,919	2,135,965
Licenses & Permits	1,092,203	1,400,268	699,100	1,483,495
User Charges & Fees	11,202,643	10,209,154	9,652,201	11,283,605
Fines & Forfeitures	165,586	190,257	106,527	190,000
Other Revenue	1,473,452	631,000	678,675	467,900
Total Revenue	\$ 29,339,121	\$ 27,980,837	\$ 26,933,877	\$ 34,337,439

Operating Revenue Budget by Category



As shown in the table above, Town-wide 2021 budgeted revenue is estimated at \$34,337,439 compared to 2020 forecasted collections of \$26,933,877. The increase in user charges and fees is due to an increase in residential tap fees of 75%. The Town has experienced significant residential growth and that is reflected in these fees. This has also created an increase in licenses & permits of 112.2%. Tax revenue is projected to increase by 28.2% due to increased property values and increased sales. There were no tax rate increases expected to occur in 2020 or 2021. Additional detail regarding the forecasting methods for several of the major revenue sources of the Town, as well as the associated impacts of the current economic environment is presented in the following sections.

Tax Revenue Category

Taxes represent the largest revenue category of the 2021 budgeted revenues, accounting for approximately 55% of the Town's total revenue. Property, specific ownership, sales, use, and occupational taxes comprise this category. Due to the material nature of the property, sales, and use tax collections, each revenue source is discussed in more detail below.

Property Tax – Property taxes are generated through a 6.805 mill levy on the assessed real and personal property valuation of \$219,340,304. In 2021, the Town has estimated property tax collections of \$7,163,142, which makes up 21% of the Town's total revenue.

While property tax remains one of the most dependable revenue streams for the Town, it also remains one of the most regulated under State law.

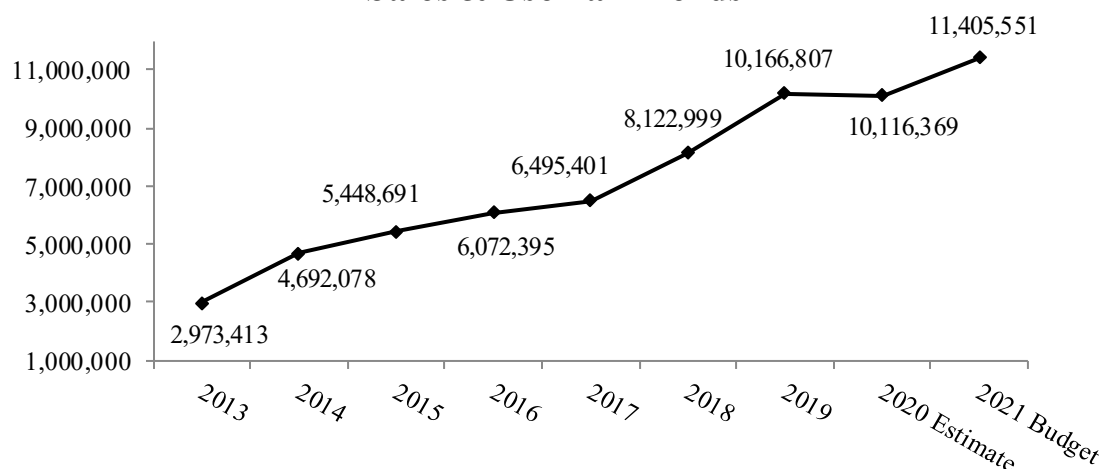
The residential assessment rate is adjusted during years of reappraisal to maintain a consistent ratio between the total statewide assessed values of residential and non-residential property. The assessment rate is based on a statewide calculation. The assessment rate for nonresidential properties is fixed at 29% of market value, while residential rates remain variable. Pursuant to the requirements of the Gallagher Amendment to the State Constitution, the State of Colorado established the residential assessment rate for 2020-2021 at 7.15%. The table below shows the assessed valuation of the Town of Firestone and percent changes from year to year.

Year	Assessed Valuation	% Change
2011	131,980,920	13.10%
2012	142,320,680	7.83%
2013	135,196,793	-5.01%
2014	137,099,290	1.41%
2015	163,612,460	19.34%
2016	202,135,144	23.55%
2017	205,870,587	1.85%
2018	217,538,150	5.67%
2019	250,600,402	15.20%
Estimated 2020	219,340,304	-12.47%

Sales/Use Taxes – The Town of Firestone currently levies a 3.6% sales tax/2.6% use tax on the purchase price of non-food goods and materials. While non-food sales taxes are primarily used to support the general operations of the Town, 22% of the collections (which is equal to a 1.0% tax rate) have been restricted exclusively for the purposes of funding of streets and parks projects. The town voters also approved a temporary 0.6% tax rate for the purpose of financing the construction of the new police facility as well as construction and improvements to Town facilities, which accounts for approximately 16% of the total sales tax.

For 2021, sales and use tax collections comprise approximately 33% of the Town's annual revenue, making it the largest single source of income for the Town. The sales tax is collected by the state because the Town is organized under state statute while the use tax is collected by the Town. Projections of sales and use taxes are based on detailed analysis of historical trends, economic forecasts, and anticipated changes in the local commercial environment as well as consumer spending, and development activity. The following chart illustrates the historical sales/use tax trends and forecasts.

Sales & Use Tax Trends



On 1/1/2014, sales tax increased by 1.0% and then on 1/1/2018 sales and use tax was increased by 0.6%. These two increases brought the sales tax up to 3.6% and use tax up to 2.6%. These voter-approved increases have allowed the town to make capital improvements via financing and tax revenues for infrastructure to both streets and parks and to finance and construct a new police facility for the Town. The 2018 increase is a temporary increase that will sunset after 25 years.

Intergovernmental Revenue Category

The intergovernmental revenue category represents approximately 6% of the 2021 budget revenues. The category is made up of revenues which are collected on behalf of the Town by other governments. Revenues which fall under this category typically represent share backs or grants from the Federal, State, or local governments and include motor vehicle registrations, highway user taxes, road and bridge taxes, and state lottery proceeds.

Licenses & Permits Revenue Category

The Town issues various licenses and permits which grant the holder specific use privileges (i.e. the ability to sell liquor within the Town, etc.). The fees, which account for approximately 4% of the 2021 budgeted revenues, are intended to offset some of the administration, recording, and regulation costs associated with those activities. Currently the Town issues and collects fees for business and liquor licenses, as well as building, electrical, sign, special use, and park use permits.

User Charges & Fees Revenue Category

User charges and fees are intended to offset some or all of the costs associated with specific services provided to identifiable recipients. This revenue category represents approximately 33% of the 2021 organization-wide revenue, making it the second largest revenue category for the Town. Approximately 70% of the dollars collected through user charges are associated with water and stormwater services. Due to the material nature of these revenue sources additional information has been provided below.

Water Usage Charges – Charges for water services are based on a tiered rate structure and offset the operating costs associated with providing clean and safe drinking water to the Town’s residents. In 2021, the estimated collections associated with such services account for approximately 20% of the Town’s total annual revenue. A rate increase of 8% was approved for 2020. Subsequent increases of approximately 8% is anticipated for 2021. Revenue forecasts are based on customer trends, changes to the rate structure, and estimates regarding annual precipitation.

Stormwater Usage Charges – The Town currently provides stormwater utility services to its residents. Charges for stormwater services are based on scheduled rate structures and offset the operating costs associated with providing the services. In 2021, the estimated collections associated with these services comprise approximately 3% of the Town’s total annual revenue. In 2017, the Town approved a rate increase and slight modification of the stormwater rate schedule of 6%, to begin in 2018.

Fines & Forfeits Revenue Category

Fines and forfeits include court costs, violation fines, and police surcharges and comprise less than 1% of the Town’s total 2021 anticipated revenue. The funds received are intended as a financial punishment for the commission of minor crimes, code violations, or the settlement of a claim. Monies are used to help offset the day-to-day operations of various patrolling, enforcement, and municipal court activities.

Other Revenue

Revenue sources categorized as other revenue include the interest earnings and miscellaneous reimbursements and account for approximately 1% of the Town’s total revenue for 2021.

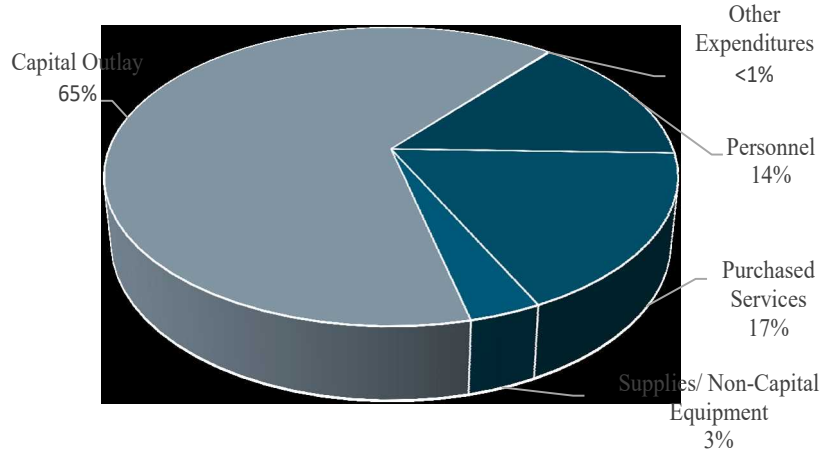
Expenditure Assessment

Town-Wide Expenditures

In an effort to simplify financial reporting, the Town of Firestone has organized its expenditures into six categories: Personnel, Purchased Services, Supplies/Non-Capital Equipment, Capital Outlay, Miscellaneous, and Contingencies. The following table and chart illustrate the Town's total expenditures (all funds, not including Other Uses or internal fund transfers).

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Expenditures:				
Personnel	\$ 8,008,172	\$ 9,840,198	\$ 8,751,643	\$ 10,583,314
Purchased Services	8,167,123	10,131,802	9,941,624	12,848,326
Supplies/ Non-Capital Equipment	1,885,507	2,397,352	2,222,086	2,536,116
Capital Outlay	12,557,891	11,645,245	21,699,502	47,812,734
Other Expenditures	244,974	89,925	48,610	76,274
Total Expenditures	\$ 30,863,668	\$ 34,104,522	\$ 42,663,465	\$ 73,856,764

Operating Expenditures Budget by Category



The Town controls operating costs while continuing to deliver services at their expected levels while focusing on increasing reinvestment within the community via capital improvement projects. The expenditure categories, as well as some of the more significant changes in spending authorization are discussed in more detail below.

Personnel Category

Salaries, wages, and benefits represent approximately 14% of the 2021 Town-wide budgeted expenditures. The category includes all costs associated with personnel including regular and seasonal staff, payroll taxes, and all clothing, tool, or vehicle allowances. Significant changes include:

- The 2021 budget includes market adjustments for all positions of approximately 5%, as well as step increases for all sworn police personnel.
- 3.5 full-time equivalents (FTE) were added to the budget: 1 Police Officer, 1 Stormwater Maintenance Technician, and 3 part-time seasonal positions for Irrigation/Parks.

Purchased Services Category

The purchased services category represents approximately 17% of the 2021 budgeted expenditures. This category is made up of expenditures which by their nature are performed by persons or firms external to the organization. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided. Expenditures which fall under this category include administrative services, legal services, technical services, property maintenance, and non-personnel related insurance premiums.

Supplies/Non-Capital Equipment Category

The supplies and non-capital equipment category accounts for approximately 3% of the 2021 budgeted expenditures. Expenditures in this category are for items that are consumed, worn out, or deteriorated through use, and do not meet the requirements of the Town's definition of capital assets. Supplies, natural gas, fuel, as well as non-capital equipment such as file cabinets, desks, and personal computers are included in this category.

Capital Outlay Category

The capital outlay category makes up close to 65% of the 2021 budgeted expenditures. This category includes capital assets and capital improvement projects such as the acquisition of land, water rights acquisitions, buildings construction/maintenance, infrastructure and other capital spending. Expenditures in this category tend to vary from year to year based on the needs of the organization and community. A listing of the planned capital equipment purchases for 2021 is shown on the next page:

Capital Equipment Item List

Item Description	2021 Adopted Budget
General Fund	
Server Node	\$ 35,000
Fleet - CIC Powerbox	7,900
Fleet - TEXA Diagnostic System	10,000
Streets - Tandem Axle Dump Truck	210,986
Streets - John Deere Mower	18,224
Streets - John Deere Mower	18,224
Streets - Cold Planner for Track Loader	20,045
Streets - Caterpillar Wheel Saw	25,425
Subtotal	\$ 345,804
Conservation Trust Fund	
Parks - Kubota RTV-X1100	\$ 32,000
Parks - Maxey Dump Trailer	12,500
Parks - Hustler Zero Turn Mowers	14,750
Parks - Exmark Ride-On Sprayer/Spreader	8,500
Parks - Toro Groundmaster 4000-D Mower	75,000
Subtotal	\$ 142,750
Town-Wide Total	\$ 488,554

At \$45 million, capital projects, including improvements, replacement, and construction of new assets have a significant one-time impact on the budget in 2021.

Additional detail regarding the capital improvement projects can be found in the “Capital Improvements” section of the budget document. On the project pages, there is information regarding on-going or one-time costs for projects.

Other Expenditures Category

The other expenditures category accounts for less than 1% of the 2021 budgeted expenditures. Expenditures in this category include a Conservation Program, Sponsorships, and Grants/Donations. The Grants/Donations and the Conservation Program make up a significant portion of this category and includes incentive programs such as those associated with the water conservation and education program, as well as a contribution to the Firestone Historical Preservation Commission. This category changes each year based on the needs of the community and financial ability of the organization.

Contingency Category

For 2021, no contingency items were identified. Therefore, there is no budget reserved for contingencies. This category is provided for budget purposes only as actual expenditures are to be charged to the appropriate program and object classification. The allocation provides for unforeseen expenditures or overruns in other categories throughout the year.

Other Sources/Uses

Interfund Transfers

In order to accommodate the changing needs of the community, the Town is often required to transfer non-restricted revenues from one fund to another. In 2021, the Capital Projects Fund will transfer \$2,230,000 to the General Fund to cover expenditures related to parks and streets improvements and maintenance; \$2,334,455 to Debt Service Fund to cover debt payments; Debt Service Fund will transfer \$500,000 to the Capital Projects Fund.

Debt Proceeds & Payments

Colorado State Statute limits the total amount of General Obligation debt to three percent of the actual value of the taxable property within the Town, as determined by the County Assessor. The Town’s current legal debt limit and debt margin are as follows:

Calculation of Legal Debt Limit & Debt Margin		
2019 Net Assessed Value	\$	2,128,107,378
Debt Limit - 3% of Net Assessed Value		63,843,221
Outstanding Debt Applicable to Debt Limit		-
Available Debt Margin	\$	63,843,221

While the Town currently does not carry any debt which is applicable to the debt limit, other obligations do exist. The following tables highlight the Town's current debt obligations as identified in the 2021 budget:

	As of December 31, 2020		2021 Activity			Maturity Date
	Outstanding Interest	Principal Balance	Interest Payment	Principal Payments	Ending Balance	
2014 Revenue Bond - Streets/Parks Imps	\$ 759,096	\$ 2,675,000	\$ 96,044	\$ 170,000	\$ 2,505,000	2033
2018 COP - Police Facility	8,410,150	13,490,000	608,400	385,000	13,105,000	2042
2019 COP - Town Hall Facility	642,758	5,085,000	124,583	510,000	4,575,000	2029
2020 COP -	413,999	4,000,000	75,024	365,000	3,635,000	2030
Leases - Vehicles and Equipment	42,061	577,204	27,306	307,399	269,805	2023
2020 Revenue Bond - St Vrain WTP	35,006,100	45,955,000	1,937,600	-	45,955,000	2049

Given the fund balance and debt positions of the Town, long-term financial planning discussions have remained project specific. There are significant capital expenditures in the 2021 budget for road projects that will be cash funded. COPs were issued to finance approximately \$4 million of the Town Hall and Public Works remodel projects in 2021.

Economic Incentives

Economic development is imperative to establishing and maintaining a sustainable local economy. As such, the Town of Firestone provides economic incentives (often in the form of sales tax rebates) to attract development and/or redevelopment by private enterprise with the intent to provide beneficial impacts on the local economy and enhance the services and products available to citizens.

Fund Balance Analysis

Changes in Fund Balance

Following sound financial management, the Town confines the use of fund balance to items which are commonly regarded as one-time or limited-duration expenditures. By maintaining appropriate fund balances in each of its funds, the Town is able to adapt to changing market conditions, take advantage of unforeseen opportunities, and maintain adequate cash balances given the cyclical nature of the local retail economy. In addition, several of the Town's funds are designed to accumulate fund balances in order to finance future projects and/or purchases. In 2021, the Town-wide fund balance is anticipated to decrease approximately 58% or \$43,796,880 this is due to the spending of debt related to the capital improvement projects. A listing of changes in fund balances for fiscal year 2021 is presented below:

	2021 Beginning Fund Balance	Revenues & Other Sources	Expenditures & Other Uses	Surplus/ (Deficit)	2021 Projected Ending Fund Balance
General Fund	\$ 7,889,267	\$ 15,793,230	\$ 15,415,471	\$ 377,759	\$ 8,267,026
Capital Project Fund	14,647,760	7,437,002	14,547,955	(7,110,953)	7,536,807
Debt Service Fund	1,478,130	2,334,455	2,839,955	(505,500)	972,630
Conservation Trust Fund	402,918	90,000	442,750	(352,750)	50,168
FURA	1,616,601	5,689,816	4,613,393	1,076,423	2,693,024
Water	45,999,393	7,149,007	43,656,649	(36,507,642)	9,491,751
Stormwater	2,839,050	908,384	1,682,601	(774,217)	2,064,833
Total	\$ 74,873,119	\$ 39,401,894	\$ 83,198,774	\$ (43,796,880)	\$ 31,076,239

General Fund – Fund balance is expected to remain unchanged. The General Fund is responsible for supporting the majority of the ongoing operating costs of the government.

Capital Projects Fund – Fund balance is expected to decrease by approximately 49%. This is due to the fact that the Certificates of Participation were received in 2019 and 2020 but will be expended in 2021. The fund accounts for revenue sources restricted for improvements to streets and parks and to construction and maintenance to Town Facilities.

Debt Service Fund – Fund balance is expected to decrease by approximately 34%. This fund is responsible for the ongoing debt servicing of the Town.

Conservation Trust Fund – Fund balance is anticipated to decrease by 88%. This is due to purchase of equipment for the continued upkeep of parks and open spaces.

Firestone Urban Renewal Authority Funds – Fund balance is anticipated to increase approximately 67%.

Water Fund – Fund balance is anticipated to decrease approximately 79% due to the issuance of Water Bonds in 2020 but the majority will be expended in 2021.

Stormwater Fund – Fund balance is expected to decrease by 27%.

Fund Balance Restrictions, Commitments, & Assignments

Due to limitations placed on the purposes for which all or portions of the Town's financial resources may be used, it is necessary to classify various components of fund balance. The components are developed in such a manner as to identify the extent to which the Town is bound to the constraints and specific purposes for which amounts in the fund can be spent.

	2021 Beginning Fund Balance	Revenues & Other Sources	Expenditures & Other Uses	Restrictions, Commitments, & Assignments	2021 Unassigned Fund Balance
General Fund	\$ 7,889,267	\$ 15,793,230	\$ 15,415,471	\$ 5,656,398	\$ 2,610,629
Capital Project Fund	14,647,760	7,437,002	14,547,955	7,536,807	-
Debt Service Fund	1,478,130	2,334,455	2,839,955	972,630	-
Conservation Trust Fund	402,918	90,000	442,750	50,168	-
FURA	1,616,601	5,689,816	4,613,393	2,693,024	-
Water	45,999,393	7,149,007	43,656,649	3,983,681	5,508,070
Stormwater	2,839,050	908,384	1,682,601	250,311	1,814,522
Total	\$ 74,873,119	\$ 39,401,894	\$ 83,198,774	\$ 21,143,019	\$ 9,933,221

Restricted Fund Balance – Describes the portion of fund balance which reflects resources that are subject to externally enforceable legal restrictions. Such restrictions are typically imposed by parties outside of the Town. Examples include the 3% emergency reserve established by the Taxpayers' Bill of Rights (TABOR).

Committed Fund Balance – Describes the portion of fund balance which represents resources that are constrained by self-imposed limitations. Commitments of this type are made at the highest level of decision-making (normally the governing body) and can only be removed in the same manner. Examples include the 25% minimum working reserve in the General Fund.

Assigned Fund Balance – Describes the portion of fund balance which reflects the governments intended use of resources. Assignments are often made by the governing body, committee, or executive of the organization.

Unassigned Fund Balance – If funds are not restricted, committed, or assigned, they could not properly be reported in a fund other than the General Fund. Therefore, only the General Fund can technically report a positive amount of unassigned fund balance. However, to simplify the decision-making process and fund summary statements within the budget document, the enterprise funds (Water and Stormwater) report an unassigned fund balance. It is important to note that resources deemed “unassigned” in the statements other than those reported in the General Fund are in fact assigned in conjunction with the overall, non-specific purposes of the funds themselves.

I would like to recognize and thank Town staff for their work and commitment to the 2021 budget. I also want to express my appreciation to the Town Board for their vision and leadership throughout the budget process.

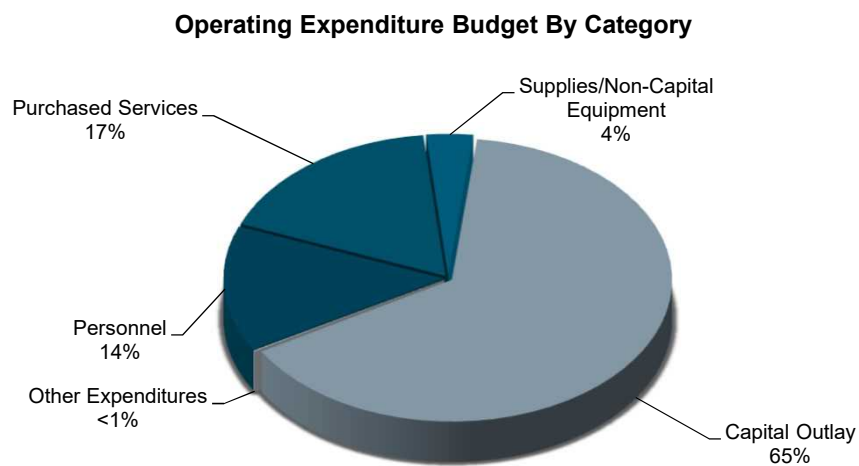
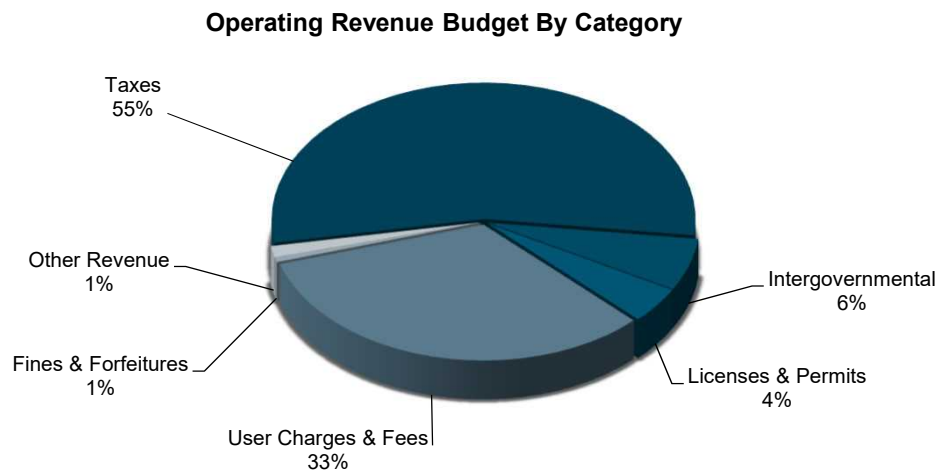
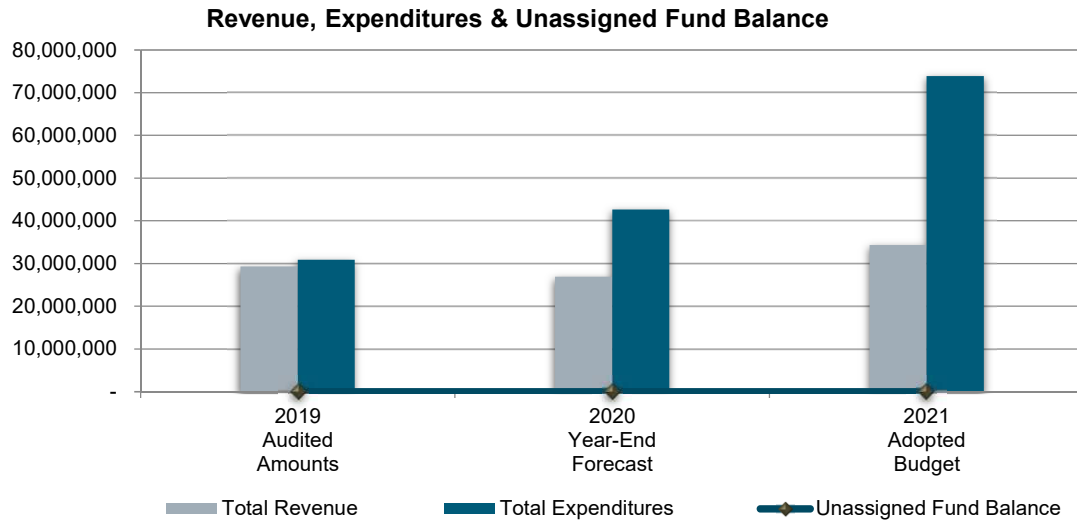
Respectfully Submitted,

A.J. Krieger
Town Manager



Town-Wide Summary

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Revenue:				
Taxes	\$ 13,489,106	\$ 14,402,936	\$ 14,651,455	\$ 18,776,474
Intergovernmental	1,916,131	1,147,223	1,145,919	2,135,965
Licenses & Permits	1,092,203	1,400,268	699,100	1,483,495
User Charges & Fees	11,202,643	10,209,154	9,652,201	11,283,605
Fines & Forfeitures	165,586	190,257	106,527	190,000
Other Revenue	1,473,452	631,000	678,675	467,900
Total Revenue	29,339,121	27,980,837	26,933,877	34,337,439
Expenditures:				
Personnel	\$ 8,008,172	\$ 9,840,198	\$ 8,751,643	\$ 10,583,314
Purchased Services	8,167,123	10,131,802	9,941,624	12,848,326
Supplies/Non-Capital Equipment	1,885,507	2,397,352	2,222,086	2,536,116
Capital Outlay	12,557,891	11,645,245	21,699,502	47,812,734
Other Expenditures	244,974	89,925	48,610	76,274
Total Expenditures	30,863,668	34,104,522	42,663,465	73,856,764
Excess/(Deficiency) of Revenues Over Expenditures	(1,524,547)	(6,123,685)	(15,729,588)	(39,519,325)
Other Financing Sources/(Uses):				
Transfers In	11,982,877	2,322,082	2,395,250	5,064,455
Transfers (Out)	(11,982,877)	(2,322,082)	(2,395,250)	(5,064,455)
Debt Issuance	5,585,000	3,892,195	52,974,111	-
Debt (Payments)	(1,967,130)	(2,325,701)	(4,358,454)	(4,277,555)
Total Other Financing Sources/(Uses)	3,617,870	1,566,494	48,615,657	(4,277,555)
Net Change In Fund Balance:	2,093,323	(4,557,192)	32,886,069	(43,796,880)
Cumulative Fund Balance				
Beginning Fund Balance	38,702,975	39,662,591	41,126,800	74,873,119
Ending Fund Balance	40,796,298	35,105,399	74,012,869	31,076,239
Less Restrictions, Commitments, & Assignments:				
Fund Balance Non-spendable	120,797	-	120,000	100,000
Fund Balance Restrictions	11,099,802	5,776,056	47,127,443	7,602,520
Fund Balance Commitments	9,678,600	11,334,812	9,243,153	9,673,082
Fund Balance Assignments	8,799,236	10,784,789	3,387,044	3,767,417
Unassigned Fund Balance	\$ 11,097,863	\$ 7,209,742	\$ 14,135,229	\$ 9,933,220



Town-Wide Revenue Detail

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Taxes				
Property Tax	\$ 3,120,988	\$ 3,869,650	\$ 4,372,086	\$ 7,163,142
Specific Ownership Tax	105,737	94,416	83,000	107,781
Sales Tax	8,720,643	9,041,555	9,166,369	9,895,551
Use Tax	1,446,164	1,287,500	950,000	1,510,000
Lodging Tax	95,574	109,814	80,000	100,000
Total Taxes	13,489,106	14,402,936	14,651,455	18,776,474
Intergovernmental				
Highway User Tax Fund (HUTF)	541,420	431,041	383,025	443,071
Road and Bridge Tax	172,749	197,886	191,308	230,187
Lottery Proceeds	78,245	98,059	72,416	90,000
Severance Tax	323,257	137,950	137,950	225,000
Cigarette Tax	22,214	20,731	20,731	22,654
Motor Vehicle Registration	56,399	61,500	59,800	62,400
School District	77,724	85,838	85,838	87,090
Little Thompson Water Dist	10,615	40,000	10,000	10,000
State Grants	715,268	9,000	109,000	909,000
Federal Grants	53,331	-	-	-
Intergovernmental - Other	75,129	65,217	75,851	56,563
Total Intergovernmental	1,916,131	1,147,223	1,145,919	2,135,965
Licenses & Permits				
Public Improvement Permits	-	-	-	100,000
Building Permits - General	970,156	780,000	570,000	967,500
ROW Permits	-	-	-	30,000
Business, Sales and Use Tax License	21,200	17,500	17,500	17,500
Liquor License Fees	4,068	4,254	4,254	4,254
Stormwater Permits	-	-	10,000	16,000
Oil and Gas Permits	-	500,000	-	250,000
Animal Licenses	2,370	2,896	2,546	2,622
Contractor Licenses	61,150	67,500	67,500	67,500
Other Permits	33,259	28,119	27,300	28,119
Total Licenses & Permits	1,092,203	1,400,268	699,100	1,483,495

Town-Wide Revenue Detail

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
User Charges & Fees				
Development Review Fees	-	-	20,000	80,000
Impact Fees - Roadways	794,524	663,801	658,858	749,664
Impact Fees - local parks	323,754	241,054	240,428	258,904
Impact Fees - Regional Parks	654,878	543,284	537,582	626,413
Impact Fees - Drainage	236,332	196,024	193,967	226,015
Impact Fees - Municipal Facilit	680,611	585,214	589,799	658,518
Impact Fees - Raw Water Irriga	340,774	282,706	279,737	325,963
Franchise Fees	542,985	588,587	577,431	591,760
Fuel Tax Reimbursement	15,149	11,000	12,616	13,000
Street Lighting Fees	183,036	199,655	190,000	199,655
Oil and Gas Royalties/Leases	243,226	102,000	102,000	102,000
Food and Flick	7,030	8,000	3,000	8,000
Holiday Festival	3,600	8,000	3,000	4,000
4th at Firestone	19,150	19,500	5,120	19,500
Town Clean Up Day	-	-	220	200
PD Program Sponsorships	35,140	30,000	30,000	30,000
Developer Chargebacks	245,646	186,000	149,000	76,000
Hydrant Rentals	20,677	9,200	11,000	9,200
Charges for Services	4,585,515	4,369,444	4,369,443	4,835,069
Reconnection/Service Fees	41,037	36,000	36,000	36,000
Tap Fees - Residential	1,729,800	1,960,000	1,280,000	2,240,000
Cash in Lieu - Water Rights	284,900	-	230,000	-
Meters and Yoke Fees	124,876	149,686	108,000	173,744
Water Leases	90,003	20,000	25,000	20,000
Total User Charges & Fees	11,202,643	10,209,154	9,652,201	11,283,605
Fines & Forfeits				
Court Fines	165,586	190,257	106,527	190,000
Total Fines & Forfeits	165,586	190,257	106,527	190,000
Other Revenue				
Interest Earnings	883,698	573,500	364,200	412,000
Interest Earnings - CT	5,087	7,500	6,000	5,500
Service Fee	-	-	175	400
Other Revenue	581,079	50,000	304,300	50,000
Claims Reimbursement	3,588	-	4,000	-
Total Other Revenue	1,473,452	631,000	678,675	467,900
Total Revenues	\$ 29,339,121	\$ 27,980,837	\$ 26,933,877	\$ 34,337,439

Town-Wide Expenditure Detail

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 5,880,726	\$ 7,152,051	\$ 6,324,486	\$ 7,661,408
Seasonal/Temporary Wages	19,795	-	10,146	20,967
Overtime	137,211	135,905	101,195	122,854
Stipend	600	1,500	2,500	2,700
Medicare	93,874	103,724	115,467	111,358
Unemployment Insurance	17,879	4,312	21,164	22,948
Workers Compensation	83,632	129,575	-	-
Retirement Contributions	745,161	804,214	897,109	1,020,824
Medical Benefits	749,073	1,051,690	1,008,696	1,109,070
Life/Disability Benefits	53,312	67,451	59,799	72,657
Training/Registration	127,118	196,778	89,251	205,222
Dues/Fees	34,739	57,722	44,768	96,869
Employee Wellness	-	4,300	3,500	5,850
Mileage/Travel	726	39,313	12,249	43,157
Employee Recognition	7,673	20,150	12,000	23,350
Uniforms/Town Apparel	56,520	70,312	49,063	63,780
Sympathy and Celebrations	134	1,200	250	300
Total Personnel	8,008,172	9,840,198	8,751,643	10,583,314
Purchased Services				
Professional Services	772,675	1,738,260	1,183,165	1,983,410
Legal Services	481,660	589,000	541,561	565,600
Lobbyists	30,210	34,500	25,000	34,500
Consulting Services	352,541	281,600	164,000	245,000
Technical Services	240,832	801,598	650,890	685,083
Developer Chargebacks	252,297	186,000	149,000	76,000
Building Review and Inspection	657,661	500,000	450,000	500,000
Communication Services	34,987	114,000	93,181	213,855
General Services	2,752,838	3,199,057	3,691,563	4,870,394
Employment Screenings	23,107	7,348	10,000	12,100
Insurance Premiums	180,390	360,400	424,400	487,075
Utility Services	279,364	96,239	335,564	336,449
Range Fees	24,025	25,000	24,000	30,000
Property Maintenance	49,240	88,400	88,900	88,860
Water Treatment and Tap Fees	2,035,296	2,110,400	2,110,400	2,720,000
Total Purchased Services	8,167,123	10,131,802	9,941,624	12,848,326

Town-Wide Expenditure Detail

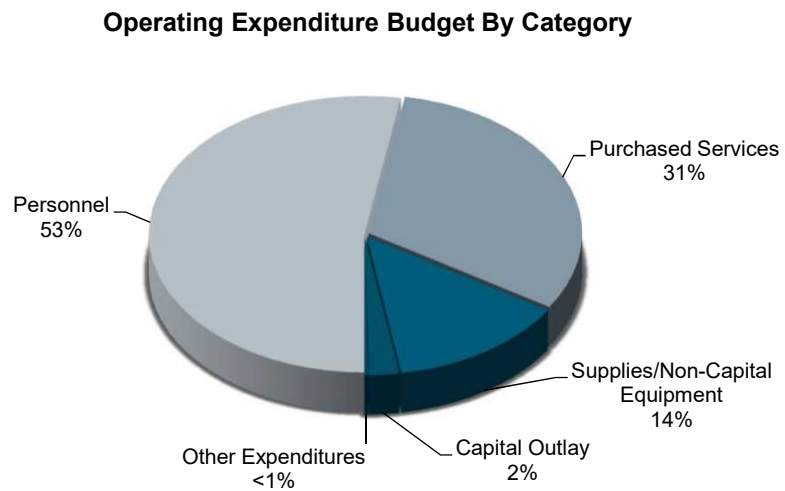
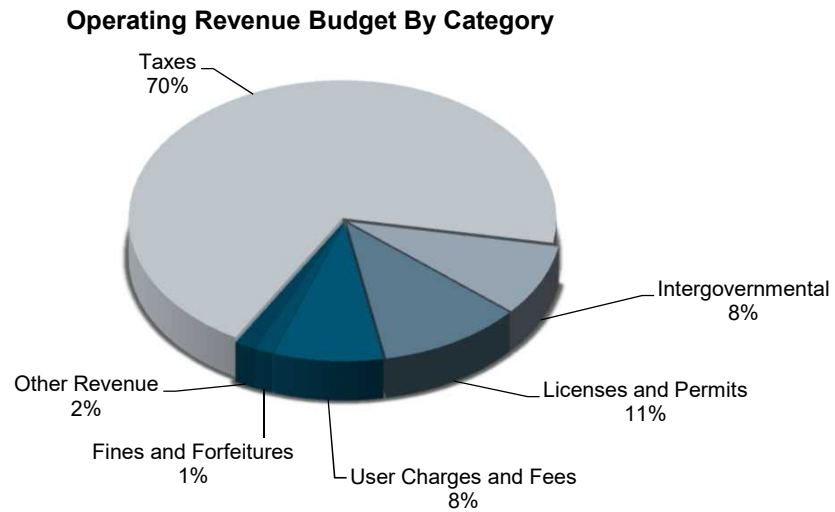
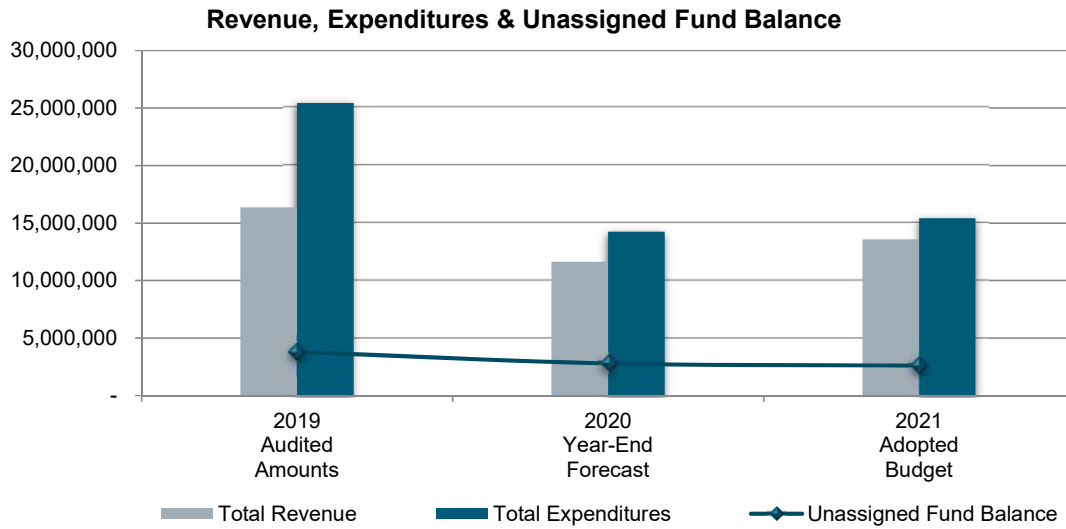
	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Supplies/Non-Capital Equipment				
Office Supplies	75,395	64,225	33,858	38,950
Technology Equipment	241,461	124,660	93,450	37,300
Operating Supplies	132,114	326,899	324,327	262,975
Leases/Rentals	360,058	443,818	507,326	672,012
Repairs/Maintenance	542,308	991,500	897,500	1,010,000
K-9 Maintenance	2,921	6,500	6,000	6,500
Marketing and Promotional Materials	11,962	24,600	21,080	25,800
Non-Capital Equipment	377,568	262,180	222,232	329,160
Fuel	141,720	152,970	116,313	153,419
Total Supplies/Non-Capital Equipment	1,885,507	2,397,352	2,222,086	2,536,116
Capital Outlay				
Property/Rights	-	-	2,000,000	2,000,000
Capital Equipment	1,497,049	484,000	509,255	488,554
Capital Improvement Projects	11,060,842	11,161,245	19,190,247	45,324,180
Total Capital Outlay	12,557,891	11,645,245	21,699,502	47,812,734
Other Expenditures				
Food and Related Services	9,304	30,925	15,110	33,574
Conservation Program	17,071	25,000	5,000	10,000
Sponsorships	13,867	1,000	-	4,000
Grants/Donations	8,230	16,000	6,000	15,200
Claims Expenditures	48,563	-	8,000	-
Other	147,939	17,000	14,500	13,500
Total Other Expenditures	244,974	89,925	48,610	76,274
Total Expenditures	\$ 30,863,668	\$ 34,104,522	\$ 42,663,465	\$ 73,856,764





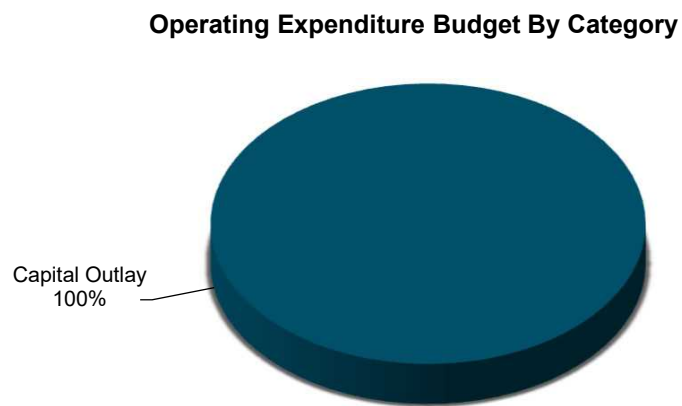
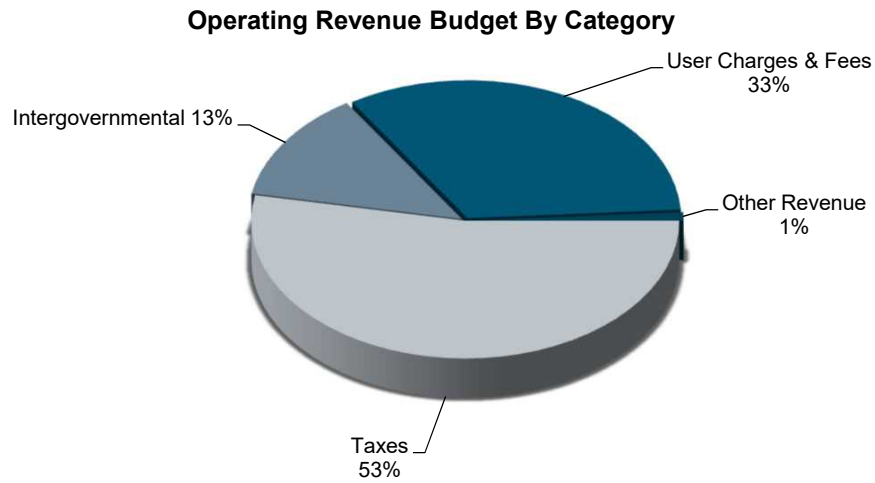
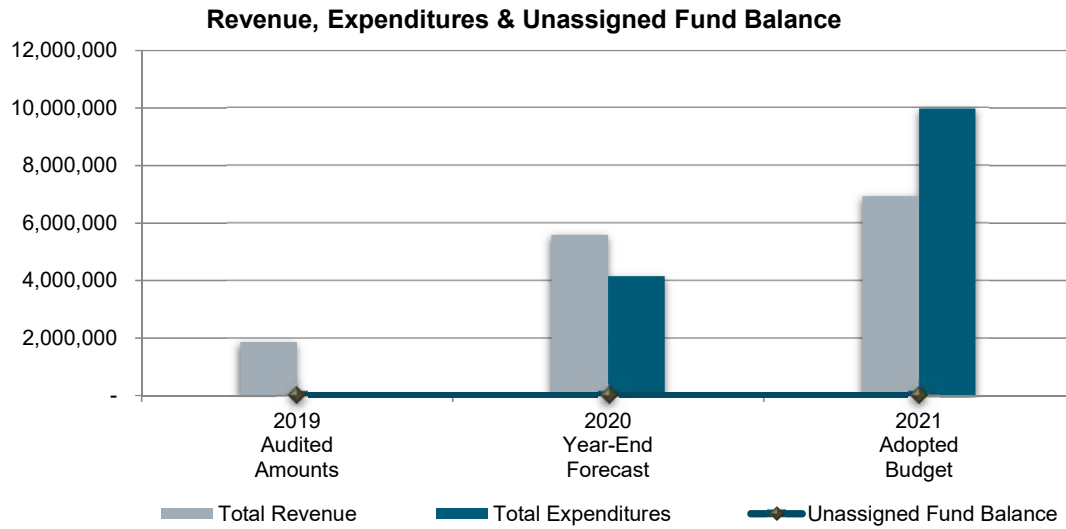
General Fund Summary

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Revenue:				
Taxes	\$ 8,583,975	\$ 8,604,249	\$ 8,578,566	\$ 9,430,155
Intergovernmental	1,808,845	1,042,005	963,503	1,135,965
Licenses and Permits	1,307,063	1,400,268	689,100	1,467,495
User Charges and Fees	3,503,083	3,730,040	1,092,387	1,124,115
Fines and Forfeitures	165,586	190,257	106,527	190,000
Other Revenue	979,676	367,500	205,000	215,500
Total Revenue	16,348,228	15,334,319	11,635,083	13,563,230
Expenditures:				
Personnel	\$ 7,235,138	\$ 8,499,260	\$ 7,728,290	\$ 8,126,461
Purchased Services	3,819,856	4,581,002	4,010,284	4,818,870
Supplies/Non-Capital Equipment	1,658,776	1,908,007	1,772,381	2,072,836
Capital Outlay	12,557,891	848,502	702,688	345,804
Other Expenditures	154,644	53,365	37,220	51,500
Total Expenditures	25,426,306	15,890,137	14,250,863	15,415,471
Excess/(Deficiency) of Revenues Over Expenditures	(9,078,078)	(555,819)	(2,615,780)	(1,852,241)
Other Financing Sources/(Uses):				
Transfers In	11,833,886	1,535,000	1,535,000	2,230,000
Transfers (Out)	(148,991)	(787,082)	(30,250)	-
Issuance of Debt	5,585,000	-	-	-
Debt Payments	(449,696)	-	-	-
Total Other Financing Sources/(Uses)	16,820,199	747,918	1,504,750	2,230,000
Net Change In Fund Balance:	7,742,121	192,099	(1,111,030)	377,759
Cumulative Fund Balance				
Beginning Fund Balance	15,037,958	16,010,934	9,000,297	7,889,267
Ending Fund Balance	22,780,079	16,203,033	7,889,267	8,267,026
Less Restrictions, Commitments, & Assignments:				
Nonspendable	120,797	-	120,000	100,000
Restricted for:				
Emergencies	399,543	451,249	406,445	452,090
Conservation trust	330,502	199,628	-	-
Facility Construction	5,558,371	-	-	-
Open Space	469,180	548,443	549,180	649,180
Parks and Street	555,297	-	631,148	687,711
Committed for:				
Impact Fees	8,221,410	9,750,000	-	-
Assigned for:				
Working Reserve	3,329,528	3,760,409	3,387,044	3,767,417
Unassigned Fund Balance	\$ 3,795,451	\$ 1,493,304	\$ 2,795,450	\$ 2,610,628



Capital Projects Fund Summary

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Revenue:				
Taxes	\$ 1,841,898	\$ 1,972,656	\$ 3,406,139	\$ 3,674,503
Intergovernmental	-	-	100,000	900,000
User Charges & Fees	-	-	2,026,667	2,293,499
Other Revenue	13,477	55,000	56,000	69,000
Total Revenue	1,855,375	2,027,656	5,588,806	6,937,002
Expenditures:				
Capital Outlay	\$ -	\$ 5,380,500	\$ 4,144,457	\$ 9,983,500
Total Expenditures	-	5,380,500	4,144,457	9,983,500
Excess/(Deficiency) of Revenues Over Expenditures	1,855,375	(3,352,844)	1,444,349	(3,046,498)
Other Financing Sources/(Uses):				
Transfers In	-	636,832	-	500,000
Transfers(Out)	(147,685)	(1,535,000)	(4,270,451)	(4,564,455)
Issuance of Debt	-	-	4,000,000	-
Debt Payments	(263,619)	(912,251)	-	-
Debt Issuance Costs	-	-	(65,000)	-
Total Other Financing Sources/(Uses)	(411,304)	(1,810,419)	(335,451)	(4,064,455)
Net Change In Fund Balance:	1,444,071	(5,163,263)	1,108,898	(7,110,953)
Cumulative Fund Balance				
Beginning Fund Balance	282,112	5,235,031	13,538,862	14,647,760
Ending Fund Balance	1,726,183	71,768	14,647,760	7,536,807
Less Restrictions, Commitments, & Assignments:				
Restricted Fund Balance				
Parks and Streets	1,726,183	71,768	1,587,345	289,470
Facility Improvements	-	-	5,479,273	267,279
Committed for:				
Impact Fees - Streets	-	-	921,138	1,670,802
Impact Fees - Municipal Facilities	-	-	3,119,194	3,143,129
Impact Fees - Parks	-	-	3,540,810	2,166,127
Unassigned Fund Balance	\$ -	\$ -	\$ -	\$ -



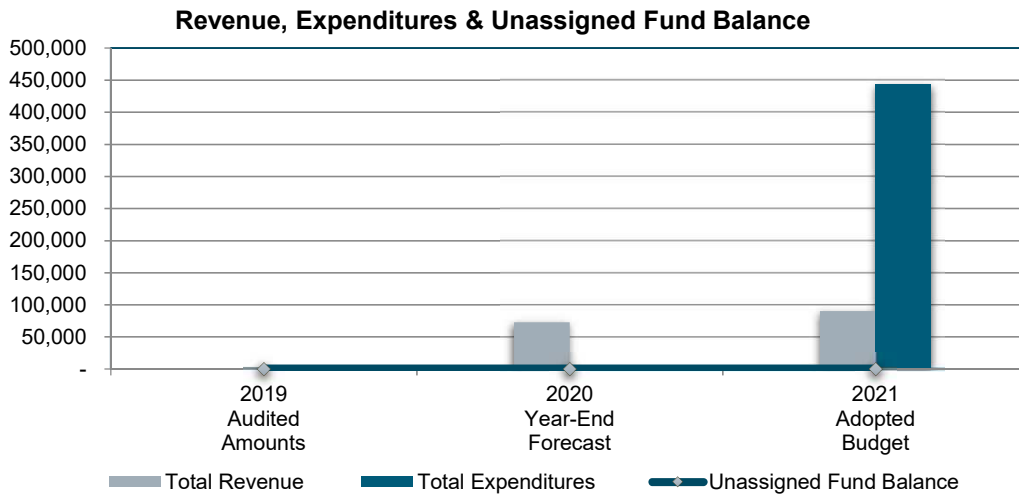
Debt Service Fund Summary

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Revenue:				
Taxes	\$ 1,381,891	\$ 1,436,729	\$ -	\$ -
Other Revenue	161,049	11,000	-	-
Total Revenue	1,542,940	1,447,729	-	-
Expenditures:				
Other	\$ 17,747	\$ -	\$ -	\$ -
Total Expenditures	17,747	-	-	-
Excess/(Deficiency) of Revenues Over Expenditures	1,525,193	1,447,729	-	-
Other Financing Sources/(Uses):				
Transfers In	-	-	1,905,451	2,334,455
Transfers Out	(11,686,201)	-	-	(500,000)
Debt Payments	(998,019)	(993,200)	(1,910,941)	(2,339,955)
Total Other Financing Sources/(Uses)	(12,684,220)	(993,200)	(5,490)	(505,500)
Net Change In Fund Balance:	(11,159,027)	454,529	(5,490)	(505,500)
Cumulative Fund Balance				
Beginning Fund Balance	12,642,647	4,050,439	1,483,620	1,478,130
Ending Fund Balance	1,483,620	4,504,968	1,478,130	972,630
Less Restrictions, Commitments, & Assignments:				
Restricted Fund Balance				
Impact Fees - Facility Improvements	1,483,620	4,504,968	1,478,130	972,630
Unassigned Fund Balance	\$ -	\$ -	\$ -	\$ -

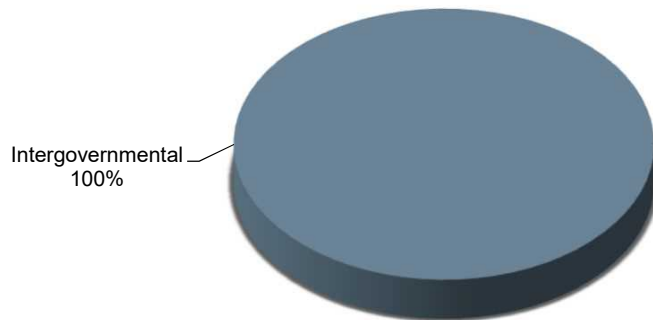


Conservation Trust Fund Fund Summary

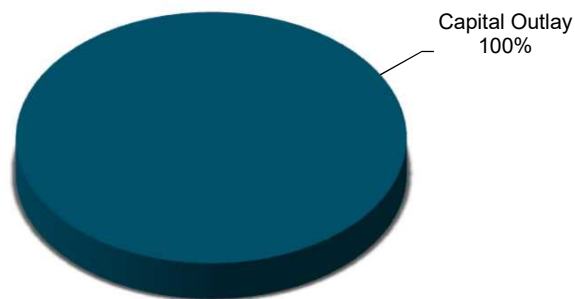
	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Revenue				
Intergovernmental	\$ -	\$ -	\$ 72,416	\$ 90,000
Total Revenue	-	-	72,416	90,000
Expenditures				
Capital Outlay	\$ -	\$ -	\$ -	\$ 442,750
Total Expenditures	-	-	-	442,750
Excess/(Deficiency) of Revenues Over Expenditures	-	-	72,416	(352,750)
Net Change In Fund Balance:	-	-	72,416	(352,750)
Cumulative Fund Balance				
Beginning Fund Balance	-	-	330,502	402,918
Ending Fund Balance	\$ -	\$ -	\$ 402,918	\$ 50,168
Less Restrictions, Commitments, & Assignments:				
Restricted Fund Balance				
Parks and Open Space	-	-	402,918	50,168
Unassigned Fund Balance	\$ -	\$ -	\$ -	\$ -



Operating Revenue Budget By Category

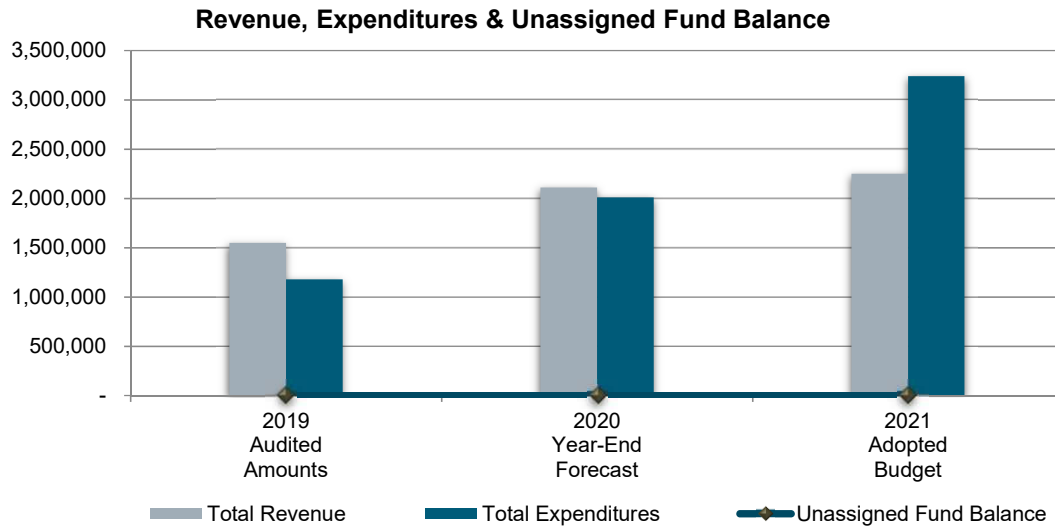


Operating Expenditure Budget By Category

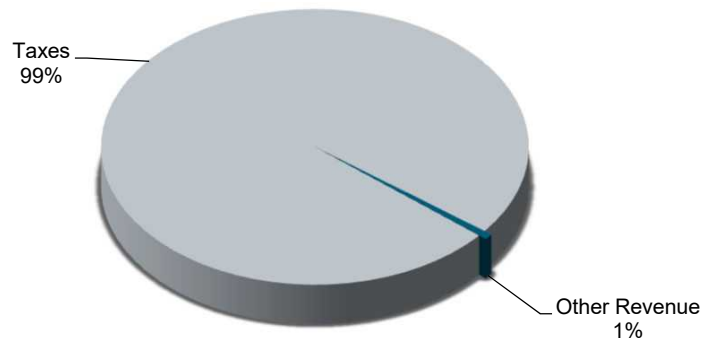


FURA- Northern Fund Summary

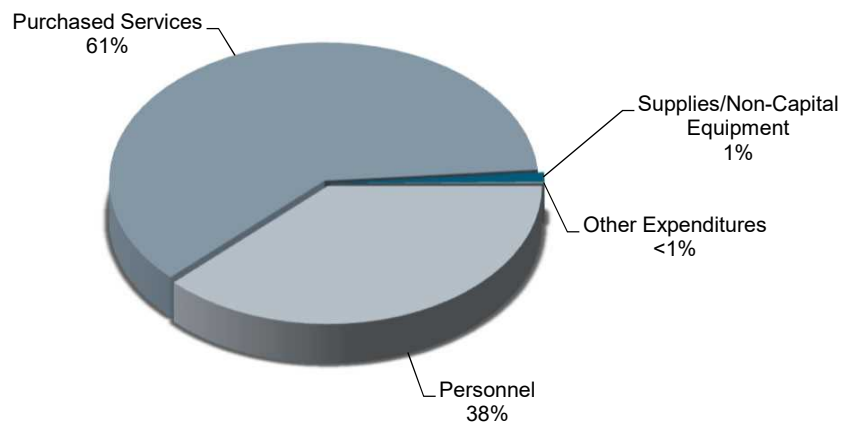
	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Revenue:				
Taxes	\$ 1,411,325	\$ 1,655,066	\$ 1,839,341	\$ 2,233,322
Other Revenue	137,557	15,000	270,000	15,000
Total Revenue	1,548,882	1,670,066	2,109,341	2,248,322
Expenditures:				
Personnel	\$ 139,702	\$ 439,594	\$ 407,664	\$ 1,220,355
Purchased Services	1,012,404	1,170,350	1,593,810	1,977,348
Supplies/Non-Capital Equipment	-	31,095	6,480	36,260
Other Expenditures	25,145	1,690	70	4,825
Total Expenditures	1,177,251	1,642,729	2,008,024	3,238,788
Excess/(Deficiency) of Revenues Over Expenditures	371,631	27,337	101,317	(990,466)
Net Change In Fund Balance:	371,631	27,337	101,317	(990,466)
Cumulative Fund Balance				
Beginning Fund Balance	1,057,094	1,479,178	1,428,725	1,530,042
Ending Fund Balance	1,428,725	1,506,515	1,530,042	539,576
Less Restrictions, Commitments, & Assignments:				
Committed Fund Balance				
FURA Improvements	1,428,725	1,506,515	1,530,042	539,576
Unassigned Fund Balance	\$ -	\$ -	\$ -	\$ -



Operating Revenue Budget By Category

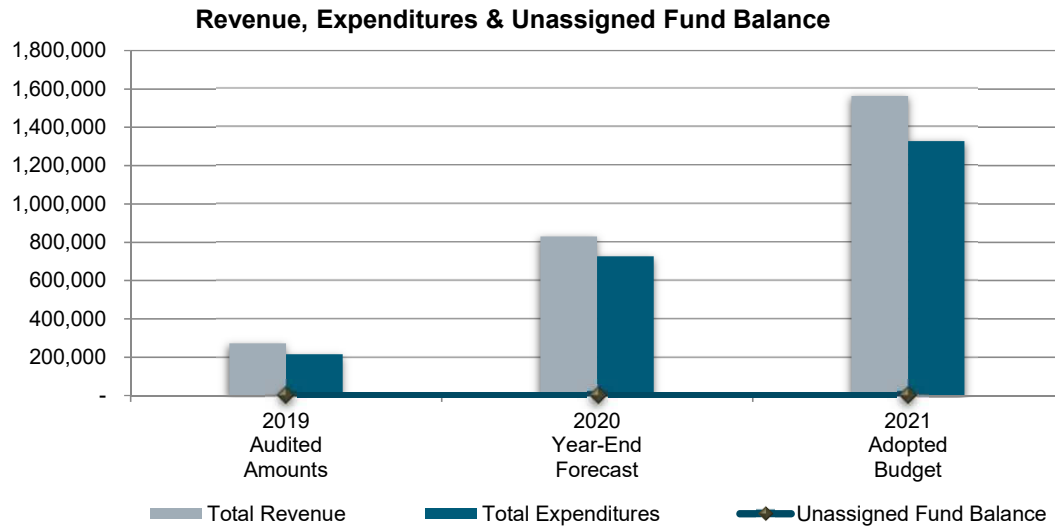


Operating Expenditure Budget By Category

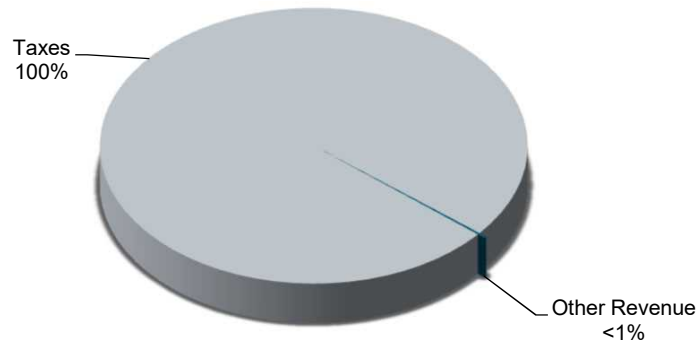


FURA - Central Fund Summary

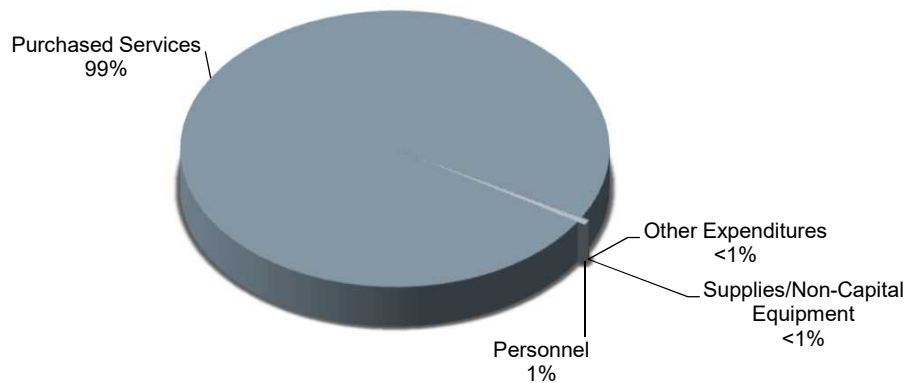
	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Revenue:				
Taxes	\$ 270,017	\$ 734,237	\$ 827,409	\$ 1,558,936
Other Revenue	1,626	-	1,700	3,000
Total Revenue	271,643	734,237	829,109	1,561,936
Expenditures:				
Personnel	\$ -	\$ 375	\$ 375	\$ 7,026
Purchased Services	215,537	637,430	725,195	1,318,889
Supplies/Non-Capital Equipment	-	-	-	990
Other Expenditures	-	35	35	460
Total Expenditures	215,537	637,840	725,605	1,327,365
Excess/(Deficiency) of Revenues Over Expenditures	56,106	96,397	103,504	234,571
Net Change In Fund Balance:	56,106	96,397	103,504	234,571
Cumulative Fund Balance				
Beginning Fund Balance	(27,641)	(18,100)	28,465	131,969
Ending Fund Balance	28,465	78,297	131,969	366,540
Less Restrictions, Commitments, & Assignments:				
Committed Fund Balance				
FURA Improvements	28,465	78,297	131,969	366,540
Unassigned Fund Balance	\$ -	\$ -	\$ -	\$ -



Operating Revenue Budget By Category

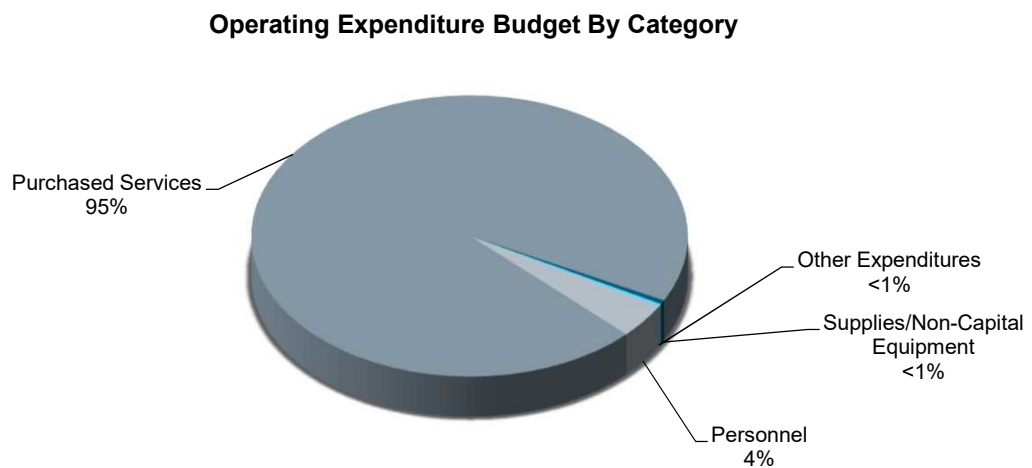
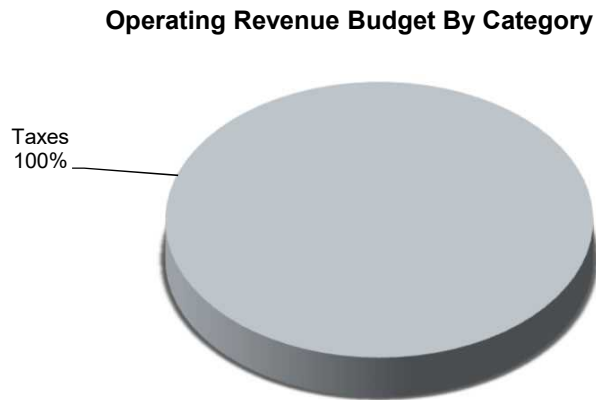
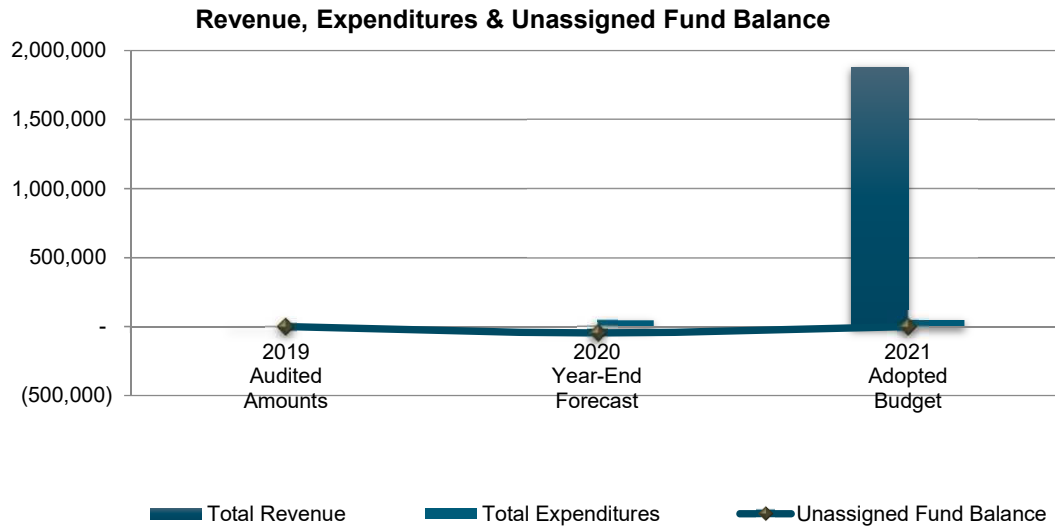


Operating Expenditure Budget By Category



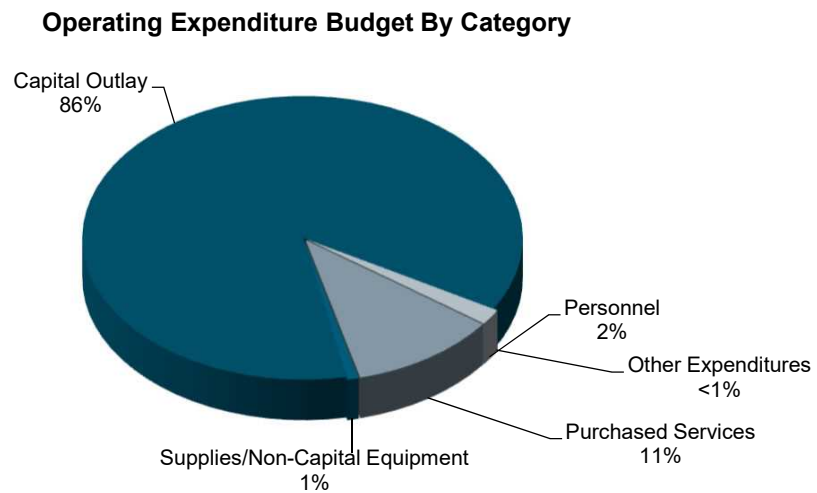
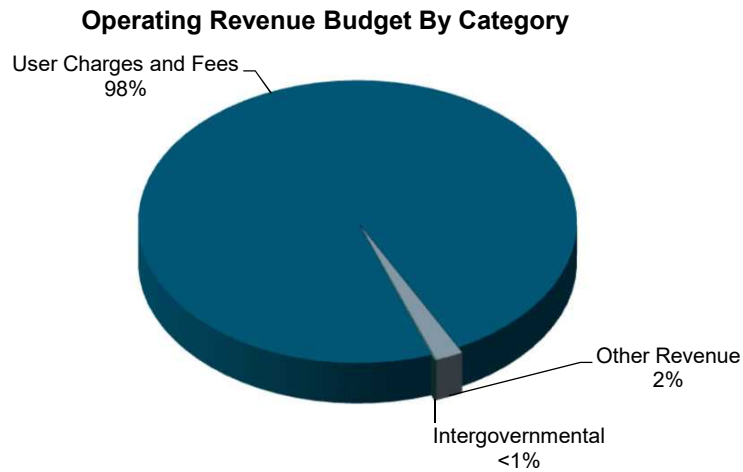
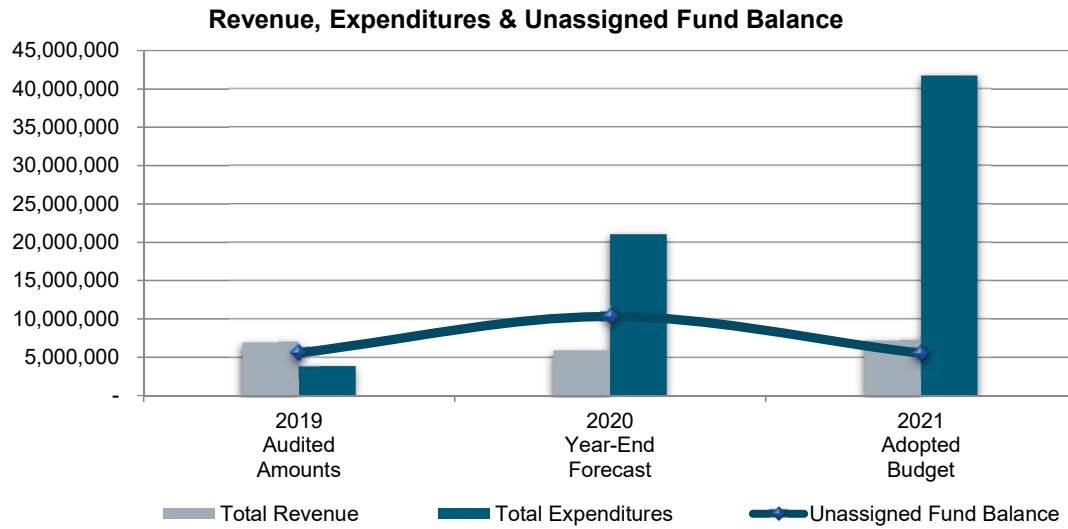
FURA - Big Horn Fund Summary

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Revenue				
Taxes	\$ -	\$ -	\$ -	\$ 1,879,558
Total Revenue	-	-	-	1,879,558
Expenditures:				
Personnel	\$ -	\$ 375	\$ 375	\$ 1,881
Purchased Services	-	45,000	45,000	45,000
Supplies/Non-Capital Equipment	-	-	-	220
Other Expenditures	-	35	35	139
Total Expenditures	-	45,410	45,410	47,240
Excess/(Deficiency) of Revenues Over Expenditures	-	(45,410)	(45,410)	1,832,318
Net Change In Fund Balance:	-	(45,410)	(45,410)	1,832,318
Cumulative Fund Balance				
Beginning Fund Balance	-	-	-	(45,410)
Ending Fund Balance	-	(45,410)	(45,410)	1,786,908
Less Restrictions, Commitments, & Assignments:				
Committed Fund Balance				
FURA Improvements	-	-	-	1,786,908
Unassigned Fund Balance	\$ -	\$ (45,410)	\$ (45,410)	\$ -



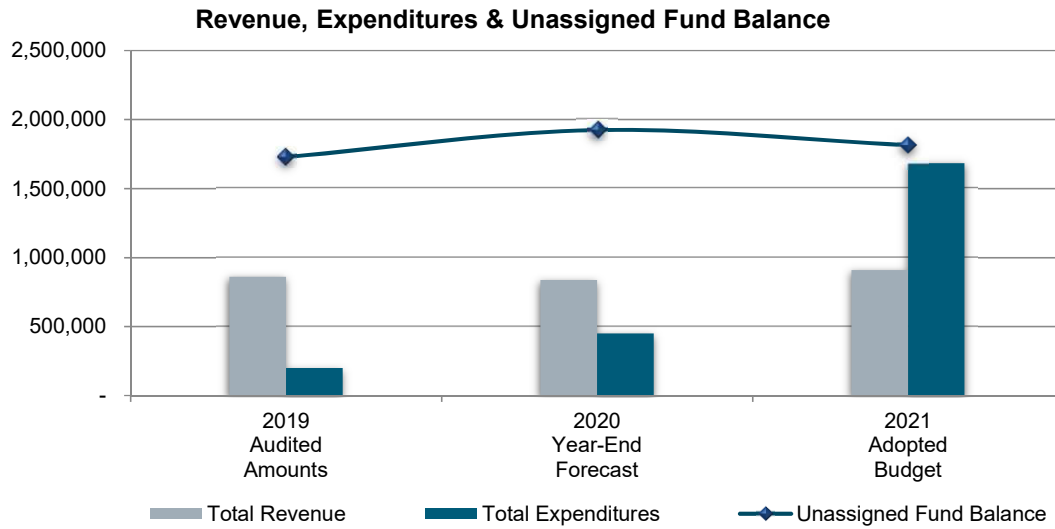
Water Fund Summary

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Revenue:				
Intergovernmental	\$ 67,297	\$ 40,000	\$ 10,000	\$ 10,000
User Charges and Fees	6,622,395	5,927,137	5,721,988	6,993,607
Other Revenue	222,918	175,000	129,475	145,400
Total Revenue	6,912,610	6,142,137	5,861,463	7,149,007
Expenditures:				
Personnel	\$ 482,694	\$ 577,690	\$ 341,554	\$ 740,260
Purchased Services	3,084,680	3,581,720	3,531,035	4,561,719
Supplies/Non-Capital Equipment	215,342	336,730	333,250	351,160
Capital Outlay	-	5,396,243	16,826,203	36,050,180
Other Expenditures	45,956	30,800	8,750	15,730
Total Expenditures	3,828,672	9,923,183	21,040,792	41,719,049
Excess/(Deficiency) of Revenues Over Expenditures	3,083,938	(3,781,046)	(15,179,329)	(34,570,042)
Other Financing Sources/(Uses):				
Debt (Payments)	(106,805)	(270,000)	(662,013)	(1,937,600)
Issuance of Debt	-	3,892,195	48,974,111	-
Total Other Financing Sources/(Uses)	(106,805)	3,622,195	48,312,098	(1,937,600)
Net Change In Fund Balance:	2,977,133	(158,851)	33,132,769	(36,507,642)
Cumulative Fund Balance				
Beginning Fund Balance	8,406,885	11,621,073	12,866,624	45,999,393
Ending Fund Balance	11,384,018	11,462,222	45,999,393	9,491,751
Less Restrictions, Commitments, & Assignments:				
Reserved for:				
Capital Projects	-	-	34,473,091	2,639,901
Impact Fees - Raw Water Irrigation	340,774	-	1,205,117	1,343,780
Assigned for:				
NISP Participation	5,469,708	7,024,380	-	-
Unassigned Fund Balance	\$ 5,573,536	\$ 4,437,842	\$ 10,321,185	\$ 5,508,070

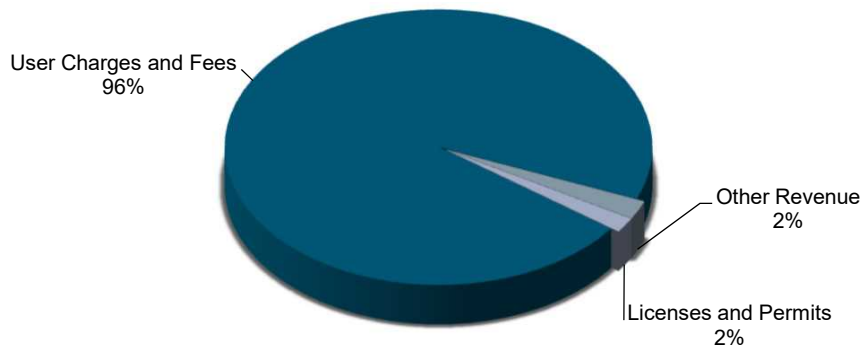


Stormwater Fund Summary

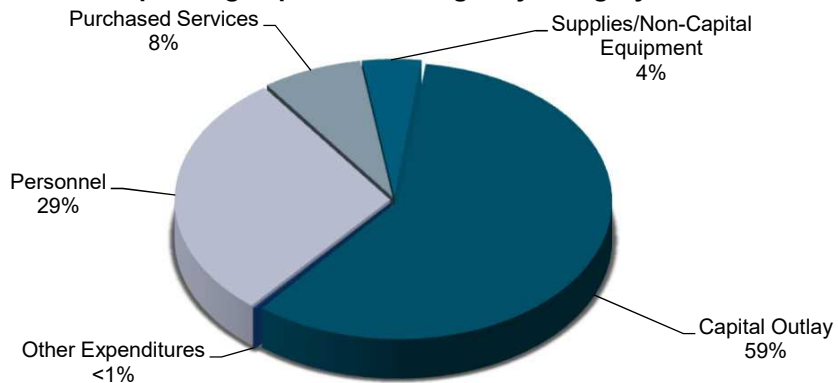
	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Revenue:				
Licenses and Permits	\$ -	\$ -	\$ 10,000	\$ 16,000
User Charges and Fees	831,519	617,193	811,159	872,384
Other Revenue	27,924	7,500	16,500	20,000
Total Revenue	859,443	624,693	837,659	908,384
Expenditures:				
Personnel	\$ 150,638	\$ 329,404	\$ 273,385	\$ 487,331
Purchased Services	34,646	116,300	36,300	126,500
Supplies/Non-Capital Equipment	11,389	121,520	109,975	74,650
Capital Outlay	-	20,000	26,154	990,500
Other Expenditures	1,482	4,000	2,500	3,620
Total Expenditures	198,155	591,224	448,314	1,682,601
Excess/(Deficiency) of Revenues Over Expenditures	661,288	33,469	389,345	(774,217)
Net Change In Fund Balance:	661,288	33,469	389,345	(774,217)
Cumulative Fund Balance				
Beginning Fund Balance	1,303,920	1,284,036	2,449,705	2,839,050
Ending Fund Balance	1,965,208	1,317,505	2,839,050	2,064,833
Less Restrictions, Commitments, & Assignments:				
Reserved for:				
Impact Fees - Drainage	236,332	-	914,796	250,311
Unassigned Fund Balance	\$ 1,728,876	\$ 1,317,505	\$ 1,924,254	\$ 1,814,522



Operating Revenue Budget By Category



Operating Expenditure Budget By Category

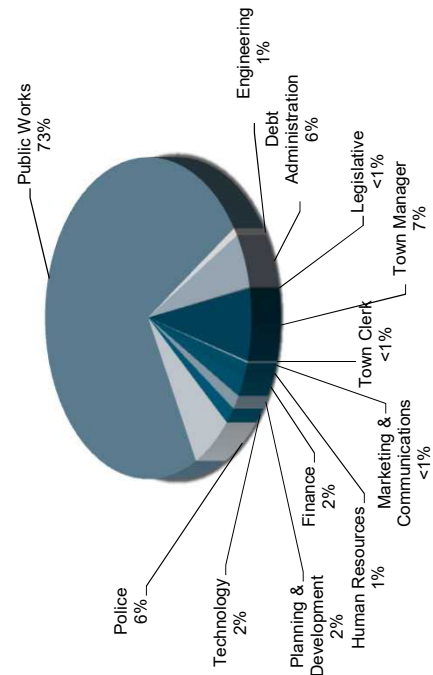




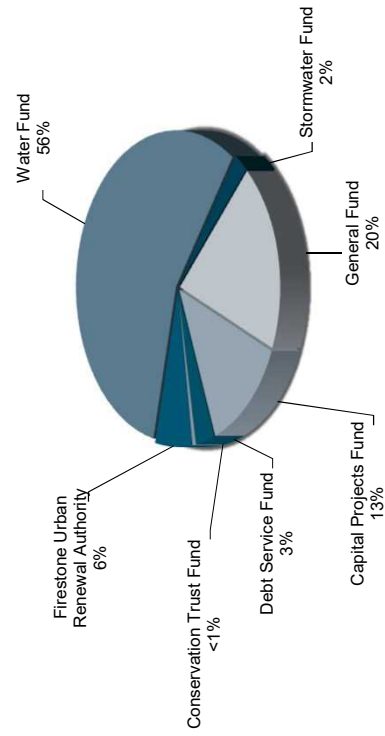
Department Funding Matrix

	General Fund	Capital Projects Fund	Debt Service Fund	Conservation Trust Fund	Firestone Urban Renewal Authority	Water Fund	Stormwater Fund	Total
Departments:								
Legislative	\$ 113,261	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	113,261
Town Manager	1,057,703	-	-	-	4,613,393	-	-	5,671,096
Town Clerk	136,456	-	-	-	-	-	-	136,456
Marketing & Communications	411,678	-	-	-	-	-	-	411,678
Human Resources	666,466	-	-	-	-	225,512	13,572	905,550
Finance	1,083,119	-	-	-	-	321,608	36,183	1,440,910
Technology	1,145,908	-	-	-	-	-	-	1,145,908
Planning & Development	1,335,600	-	-	-	-	-	-	1,335,600
Police	4,761,779	-	-	-	-	-	-	4,761,779
Public Works	4,354,413	9,983,500	-	442,750	-	41,090,436	1,422,268	57,293,367
Engineering	349,088	-	-	-	-	81,493	210,578	641,159
Debt Administration	-	-	2,339,955	-	-	1,937,600	-	4,277,555
Total Expenditures	\$ 15,415,471	\$ 9,983,500	\$ 2,339,955	\$ 442,750	\$ 4,613,393	\$ 43,656,649	\$ 1,682,601	\$ 76,134,319

City-Wide Expenditures By Department



City-Wide Expenditures By Fund



Legislative

Bobbi Sindelar, Mayor

Department Description

The Legislative Branch includes three divisions: Board of Trustees, Town Attorney, and Boards and Commissions.

The Board of Trustees is comprised of the Mayor and six Trustees. The Board of Trustees serves as the legislative and governing body of the Town of Firestone and is responsible for establishing Town policies and goals.

The Town Attorney serves as legal counsel for the Town and represents the Town in litigation in state and federal courts and before local administrative agencies. The Town Attorney advises the Board, Town Manager and administrative staff on legal matters, drafts ordinances, resolutions, and contracts for the Town. The Town Attorney is also responsible for the prosecution of all cases in Municipal Court.

The Town of Firestone has 6 boards and commissions, which provide various opportunities for citizens to become involved in the Town. The boards and commissions include the following: Cultural Committee, Liquor Licensing Authority, Parks, Trails and Recreation Advisory Board, Finance Committee, Planning & Zoning Commission/Board of Adjustment, and Firestone Urban Renewal Authority.

2020 Achievements

- Adopted the Water Action Plan
- Adopted the Firestone Development Code
- Approved the construction of the new Town Hall facility
- Approved Construction of the St. Vrain Water Treatment Plant & Firestone Reservoirs
- Adopted the Standards & Specifications
- Initiated a Central Park Master Plan
- Oversaw the Parks Master Plan

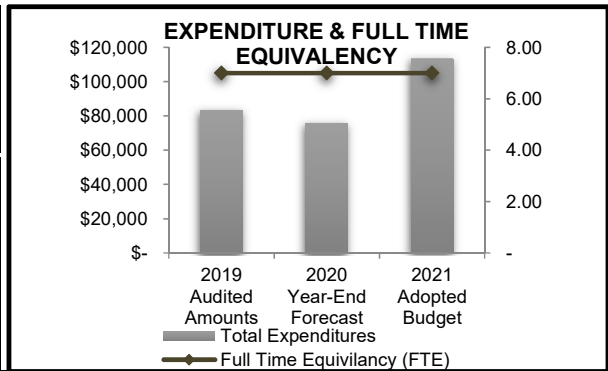
Goals & Objectives

- Fiscally responsible Town government
- Encourage Community governance with Civic Partnerships
- Upgrade/Maintain Town infrastructure and facilities
- Encourage strong, competitive Businesses
- Continue to work to enhance the overall appearance of the Town of Firestone

Legislative

2021 BUDGET SUMMARY BY FUND		
Fund(s)	Budget	FTE
General Fund	\$ 113,261	7.00
Total	\$ 113,261	7.00

2021 BUDGET SUMMARY BY DIVISION		
Division/Program(s)	Budget	FTE
Trustees	\$ 111,061	7.00
Planning Commission	2,200	-
Total	\$ 113,261	7.00



EXPENDITURE SUMMARY				
	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Staff - Full Time Equivalency (FTE)*	7.00	7.00	7.00	7.00
Expenditures:				
Personnel	\$ 35,956	\$ 52,075	\$ 38,671	\$ 52,461
Purchased Services	30,965	35,300	25,750	35,300
Supplies/Non-Capital Equipment	3,469	2,900	850	700
Other Expenditures	12,931	21,600	10,600	24,800
Total Expenditures	\$ 83,321	\$ 111,875	\$ 75,871	\$ 113,261

Expenditure Detail

Legislative Department - General Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 24,000	\$ 25,800	\$ 23,800	\$ 25,800
Medicare	348	373	345	373
Retirement Contributions	3,288	3,535	3,226	3,669
Training/Registration	8,220	6,000	2,500	5,932
Dues/Fees	100	5,500	5,500	5,500
Mileage/Travel	-	9,567	2,000	9,887
Uniforms/Town Apparel	-	1,300	1,300	1,300
Total Personnel	35,956	52,075	38,671	52,461
Purchased Services				
Lobbyists	30,210	34,500	25,000	34,500
Technical Services	692	800	-	-
Communication Services	63	-	750	800
Total Purchased Services	30,965	35,300	25,750	35,300
Supplies/Non-Capital Equipment				
Office Supplies	3,469	700	850	700
Technology Equipment	-	2,200	-	-
Total Supplies/Non-Capital Equipment	3,469	2,900	850	700
Other Expenditures				
Food and Related Services	1,250	4,600	4,600	9,600
Grants/Donations	8,230	16,000	6,000	15,200
Other Expenditures	3,451	1,000	-	-
Total Other Expenditures	12,931	21,600	10,600	24,800
Total Expenditures	\$ 83,321	\$ 111,875	\$ 75,871	\$ 113,261

Expenditure Detail

Trustees Division - General Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 24,000	\$ 25,800	\$ 23,800	\$ 25,800
Medicare	348	373	345	373
Retirement Contributions	3,288	3,535	3,226	3,669
Training/Registration	8,220	4,000	2,500	3,932
Dues/Fees	100	5,500	5,500	5,500
Mileage/Travel	-	9,567	2,000	9,887
Uniforms/Town Apparel	-	1,300	1,300	1,300
Total Personnel	35,956	50,075	38,671	50,461
Purchased Services				
Lobbyists	30,210	34,500	25,000	34,500
Technical Services	692	800	-	-
Communication Services	63	-	750	800
Total Purchased Services	30,965	35,300	25,750	35,300
Supplies/Non-Capital Equipment				
Office Supplies	500	500	750	500
Technology Equipment	-	2,200	-	-
Total Supplies/Non-Capital Equipment	500	2,700	750	500
Other Expenditures				
Food and Related Services	1,250	4,600	4,600	9,600
Grants/Donations	8,230	16,000	6,000	15,200
Other Expenditures	3,451	1,000	-	-
Total Other Expenditures	12,931	21,600	10,600	24,800
Total Expenditures	\$ 80,352	\$ 109,675	\$ 75,771	\$ 111,061

Planning Commission Division - General Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Training/Registration	\$ -	\$ 2,000	\$ -	\$ 2,000
Total Personnel	-	2,000	-	2,000
Supplies/Non-Capital Equipment				
Office Supplies	2,969	200	100	200
Total Supplies/Non-Capital Equipment	2,969	200	100	200
Total Expenditures	\$ 2,969	\$ 2,200	\$ 100	\$ 2,200

Town Manager

A.J. Krieger, Town Manager

Department Description

The Town Manager's Office oversees the daily activities, directs the operations of all town departments, and implements policy decisions made by the Board of Trustees, as well as enforcing Town Ordinances. Included in the Town manager's department is Economic Development, and Facilities. Economic Development and the Firestone Urban Renewal Authority activities include implementation and coordination of programs that support business attraction, retention and expansion, and includes a variety of marketing and networking efforts, data and resource referrals as well as various forms of business incentives and assistance for businesses of all sizes. The Facilities Division provides general maintenance for the day-to-day activities necessary for Town facilities to perform as they are intended, including preventive maintenance, janitorial services, project management and Capital Improvement Projects (CIPs) for all Town-owned facilities. The facilities division also handles Risk Management and is responsible for maintaining property data for insurance purposes, reporting claims in a timely and accurate manner and coordinating with our insurance company (CIRSA) for all claims as they progress.

2020 Achievements

- Updated Construction and Professional service agreements
- Purchased Preventive Maintenance Software to begin tracking system throughout Town facilities
- Promoted approved developments, available properties, updates on development process on professional social media outlets to tell Firestone's story about quality of service and development opportunities
- Met with developers and business development staff of area contractors; sharing updates on newly adopted codes, technical documents, development projects, and available properties for their consideration for projects
- Provided up to date COVID-19 related business resources to Firestone businesses through emails, webpages, social media, and personal phone calls since March, 2020
- Developed new webpages for economic development and updated webpages for Firestone Urban Renewal Authority

Goals & Objectives

Facility Division

- Track and reduce capital repairs
- Track and reduce unscheduled shutdowns and repairs

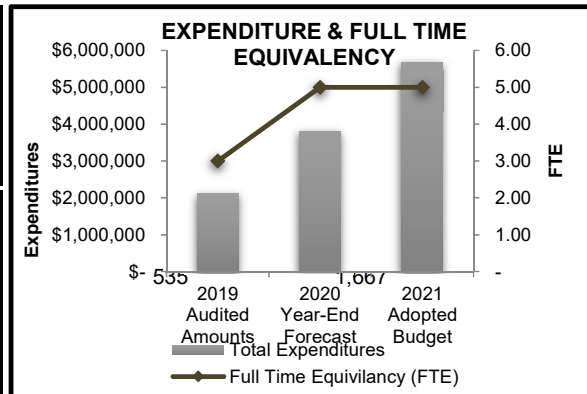
Economic Development

- Attract new businesses and commercial development projects to Firestone
- Expand recognition of Firestone in the commercial development market
- Promote development opportunities, both commercial and residential, through in person and virtual events and meetings

Town Manager

2021 BUDGET SUMMARY BY FUND		
Fund(s)	Budget	FTE
General Fund	\$ 1,057,703	2.55
FURAs	4,613,393	2.45
Total	\$ 5,671,096	5.00

2021 BUDGET SUMMARY BY DIVISION		
Division/Program(s)	Budget	FTE
Administration	\$ 699,810	2.55
URA/Economic Development	4,685,686	2.45
Facilities	285,600	-
Total	\$ 5,671,096	5.00



EXPENDITURE SUMMARY				
	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Staff - Full Time Equivalency (FTE)*	3.00	8.35	5.00	5.00
Expenditures:				
Personnel	\$ 465,845	\$ 855,873	\$ 749,320	\$ 1,566,215
Purchased Services	1,508,726	2,392,440	2,944,227	4,010,827
Supplies/Non-Capital Equipment	48,125	90,390	98,646	85,920
Capital Outlay	-	12,000	12,000	-
Other Expenditures	92,724	3,990	10,035	8,134
Total Expenditures	\$ 2,115,420	\$ 3,354,693	\$ 3,814,228	\$ 5,671,096

Expenditure Detail

Town Manager Department - All Funds

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 345,508	\$ 655,917	\$ 551,250	\$ 1,179,633
Stipend	200	300	300	300
Medicare	14,950	9,513	19,119	17,109
Unemployment Insurance	1,381	449	1,759	3,537
Workers Compensation	-	773	-	-
Retirement Contributions	73,476	79,726	96,787	176,289
Medical Benefits	21,106	83,018	63,668	131,713
Life/Disability Benefits	3,099	6,021	4,126	11,140
Training/Registration	500	3,354	2,276	3,765
Dues/Fees	5,475	8,585	5,521	29,964
Mileage/Travel	150	7,886	4,097	12,245
Uniforms/Town Apparel	-	332	417	520
Total Personnel	465,845	855,873	749,320	1,566,215
Purchased Services				
Professional Services	3,250	91,990	25,000	77,500
Legal Services	369,108	355,000	340,000	355,000
Consulting Services	14,000	180,000	105,000	190,000
Technical Services	-	40,000	40,000	50,000
Communication Services	-	100	-	200
General Services	1,044,691	1,596,690	2,184,005	3,090,707
Utility Services	28,437	40,260	161,322	158,560
Property Maintenance	49,240	88,400	88,900	88,860
Total Purchased Services	1,508,726	2,392,440	2,944,227	4,010,827
Supplies/Non-Capital Equipment				
Office Supplies	182	450	858	880
Operating Supplies	40,332	36,300	65,000	38,660
Leases/Rentals	-	36,260	17,628	27,000
Marketing and Promotional Materials	6,962	16,300	15,080	18,000
Non-Capital Equipment	605	1,000	-	1,300
Fuel	44	80	80	80
Total Supplies/Non-Capital Equipment	48,125	90,390	98,646	85,920
Capital Outlay				
Capital Equipment	-	12,000	12,000	-
Total Capital Outlay	-	12,000	12,000	-
Other Expenditures				
Food and Related Services	1,384	2,990	2,035	4,134
Claims Expenditures	48,563	-	8,000	-
Sponsorships	-	1,000	-	4,000
Other	42,777	-	-	-
Total Other Expenditures	92,724	3,990	10,035	8,134
Total Expenditures	\$ 2,115,420	\$ 3,354,693	\$ 3,814,228	\$ 5,671,096

Expenditure Detail

Town Manager Department - General Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 226,399	\$ 310,872	\$ 234,802	\$ 243,259
Stipend	200	300	300	300
Medicare	13,408	4,511	11,590	3,532
Unemployment Insurance	1,053	176	747	730
Workers Compensation	-	366	-	-
Retirement Contributions	58,468	36,570	46,432	40,371
Medical Benefits	18,179	48,107	35,256	31,407
Life/Disability Benefits	2,311	2,789	1,721	2,202
Training/Registration	500	2,930	1,852	3,340
Dues/Fees	5,475	4,867	4,954	6,267
Mileage/Travel	150	3,710	2,835	5,025
Uniforms/Town Apparel	-	332	417	520
Total Personnel	326,143	415,529	340,906	336,953
Purchased Services				
Professional Services	-	76,000	25,000	76,150
Legal Services	189,108	175,000	160,000	175,000
Consulting Services	14,000	120,000	105,000	121,000
Technical Services	-	40,000	40,000	50,000
Communication Services	-	-	-	20
Utility Services	28,437	40,260	161,322	158,560
Property Maintenance	49,240	88,400	88,900	88,860
Total Purchased Services	280,785	539,660	580,222	669,590
Supplies/Non-Capital Equipment				
Office Supplies	182	450	858	880
Operating Supplies	40,332	36,300	65,000	38,660
Leases/Rentals	-	14,615	17,628	2,550
Marketing and Promotional Materials	6,962	6,850	8,600	4,980
Non-Capital Equipment	605	1,000	-	1,300
Fuel	44	80	80	80
Total Supplies/Non-Capital Equipment	48,125	59,295	92,166	48,450
Capital Outlay				
Capital Equipment	-	12,000	12,000	-
Total Capital Outlay	-	12,000	12,000	-
Other Expenditures				
Food and Related Services	1,384	2,130	1,895	2,310
Claims Expenditures	48,563	-	8,000	-
Sponsorships	-	100	-	400
Total Other Expenditures	67,579	2,230	9,895	2,710
Total Expenditures	\$ 722,632	\$ 1,028,714	\$ 1,035,189	\$ 1,057,703

Expenditure Detail

Administration Division - General Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 206,904	\$ 195,816	\$ 208,798	\$ 221,624
Stipend	200	-	300	300
Medicare	13,227	2,839	11,052	3,218
Unemployment Insurance	1,014	78	648	665
Workers Compensation	-	230	-	-
Retirement Contributions	56,800	21,177	41,949	37,295
Medical Benefits	17,869	27,627	31,275	30,737
Life/Disability Benefits	2,217	1,706	1,460	1,991
Training/Registration	500	500	250	500
Dues/Fees	-	300	300	300
Mileage/Travel	150	600	300	800
Uniforms/Town Apparel	-	-	85	220
Total Personnel	298,882	250,873	296,417	297,650
Purchased Services				
Professional Services	-	75,000	25,000	75,000
Legal Services	189,108	175,000	160,000	175,000
Consulting Services	-	100,000	100,000	100,000
Technical Services	-	40,000	40,000	50,000
Utility Services	-	600	62	480
Total Purchased Services	189,108	390,600	325,062	400,480
Supplies/Non-Capital Equipment				
Office Supplies	-	200	400	480
Total Supplies/Non-Capital Equipment	44	200	400	480
Other Expenditures				
Food and Related Services	1,363	1,200	1,200	1,200
Total Other Expenditures	18,995	1,200	1,200	1,200
Total Expenditures	\$ 507,029	\$ 642,873	\$ 623,079	\$ 699,810

Expenditure Detail

Economic Development Division - General Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 19,495	\$ 19,429	\$ 17,543	\$ 21,635
Medicare	181	281	272	314
Unemployment Insurance	38	59	57	65
Workers Compensation	-	23	-	-
Retirement Contributions	1,668	2,291	2,586	3,076
Medical Benefits	309	1,933	673	670
Life/Disability Benefits	94	190	139	211
Training/Registration	-	2,430	1,602	2,840
Dues/Fees	5,475	4,567	4,654	5,967
Mileage/Travel	-	2,910	2,535	4,225
Uniforms/Town Apparel	-	212	212	300
Total Personnel	27,260	34,325	30,273	39,303
Purchased Services				
Professional Services	-	1,000	-	1,150
Consulting Services	14,000	20,000	5,000	21,000
Communication Services	-	-	-	20
Utility Services	53	660	1,260	1,300
Total Purchased Services	14,053	21,660	6,260	23,470
Supplies/Non-Capital Equipment				
Office Supplies	88	100	308	400
Leases/Rentals	-	2,405	-	2,550
Marketing and Promotional Materials	6,962	6,850	8,600	4,980
Fuel	-	80	80	80
Total Supplies/Non-Capital Equipment	7,050	9,435	8,988	8,010
Other Expenditures				
Food and Related Services	21	930	695	1,110
Sponsorships	-	100	-	400
Total Other Expenditures	21	1,030	695	1,510
Total Expenditures	\$ 48,384	\$ 66,450	\$ 46,216	\$ 72,293

Expenditure Detail

Facilities Division - General Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ -	\$ 95,627	\$ 8,461	\$ -
Stipend	-	300	-	-
Medicare	-	1,391	266	-
Unemployment Insurance	-	39	42	-
Workers Compensation	-	113	-	-
Retirement Contributions	-	13,101	1,897	-
Medical Benefits	-	18,547	3,308	-
Life/Disability Benefits	-	893	122	-
Mileage/Travel	-	200	-	-
Uniforms/Town Apparel	-	120	120	-
Total Personnel	-	130,331	14,216	-
Purchased Services				
Utility Services	28,384	39,000	160,000	156,780
Property Maintenance	49,240	88,400	88,900	88,860
Total Purchased Services	77,624	127,400	248,900	245,640
Supplies/Non-Capital Equipment				
Office Supplies	94	150	150	-
Operating Supplies	40,332	36,300	65,000	38,660
Leases/Rentals	-	12,210	17,628	-
Non-Capital Equipment	605	1,000	-	1,300
Total Supplies/Non-Capital Equipment	41,031	49,660	82,778	39,960
Capital Outlay				
Capital Equipment	-	12,000	12,000	-
Total Capital Outlay	-	12,000	12,000	-
Other Expenditures				
Claims Expenditures	48,563	-	8,000	-
Total Other Expenditures	48,563	-	8,000	-
Total Expenditures	\$ 167,218	\$ 319,391	\$ 365,894	\$ 285,600

Expenditure Detail

URA/Economic Development Department - FURA Funds

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 119,109	\$ 345,045	\$ 316,448	\$ 936,374
Medicare	1,542	5,002	7,529	13,577
Unemployment Insurance	328	273	1,012	2,807
Workers Compensation	-	407	-	-
Retirement Contributions	15,008	43,156	50,355	135,918
Medical Benefits	2,927	34,911	28,412	100,306
Life/Disability Benefits	788	3,232	2,405	8,938
Training/Registration	-	424	424	425
Dues/Fees	-	3,718	567	23,697
Mileage/Travel	-	4,176	1,262	7,220
Total Personnel	139,702	440,344	408,414	1,229,262
Purchased Services				
Professional Services	3,250	15,990	-	1,350
Legal Services	180,000	180,000	180,000	180,000
Consulting Services	-	60,000	-	69,000
Communication Services	-	100	-	180
General Services	1,044,691	1,596,690	2,184,005	3,090,707
Total Purchased Services	1,227,941	1,852,780	2,364,005	3,341,237
Supplies/Non-Capital Equipment				
Leases/Rentals	-	21,645	-	24,450
Marketing and Promotional Materials	-	9,450	6,480	13,020
Total Supplies/Non-Capital Equipment	-	31,095	6,480	37,470
Other Expenditures				
Food and Related Services	-	860	140	1,824
Other	25,145	-	-	-
Sponsorships	-	900	-	3,600
Total Other Expenditures	25,145	1,760	140	5,424
Total Expenditures	\$ 1,392,788	\$ 2,325,979	\$ 2,779,039	\$ 4,613,393

Expenditure Detail

Northern FURA Division - FURA Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 119,109	\$ 345,045	\$ 316,448	\$ 936,374
Medicare	1,542	5,002	7,529	13,577
Unemployment Insurance	328	273	1,012	2,807
Workers Compensation	-	407	-	-
Retirement Contributions	15,008	43,156	50,355	135,918
Medical Benefits	2,927	34,911	28,412	100,306
Life/Disability Benefits	788	3,232	2,405	8,938
Training/Registration	-	212	212	213
Dues/Fees	-	3,468	317	17,700
Mileage/Travel	-	3,888	974	4,522
Total Personnel	139,702	439,594	407,664	1,220,355
Purchased Services				
Professional Services	3,250	10,660	-	1,010
Legal Services	180,000	90,000	90,000	90,000
Consulting Services	-	60,000	-	66,000
Communication Services	-	100	-	180
General Services	829,154	1,009,590	1,503,810	1,820,158
Total Purchased Services	1,012,404	1,170,350	1,593,810	1,977,348
Supplies/Non-Capital Equipment				
Leases/Rentals	-	21,645	-	23,625
Marketing and Promotional Materials	-	9,450	6,480	12,635
Total Supplies/Non-Capital Equipment	-	31,095	6,480	36,260
Other Expenditures				
Food and Related Services	-	790	70	1,225
Other	25,145	-	-	-
Sponsorships	-	900	-	3,600
Total Other Expenditures	25,145	1,690	70	4,825
Total Expenditures	\$ 1,177,251	\$ 1,642,729	\$ 2,008,024	\$ 3,238,788

Expenditure Detail

Central FURA Division - FURA Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Training/Registration	\$ -	\$ 106	\$ 106	\$ 106
Dues/Fees	-	125	125	4,828
Mileage/Travel	-	144	144	2,092
Total Personnel	-	375	375	7,026
Purchased Services				
Professional Services	-	5,330	-	340
Legal Services	-	45,000	45,000	45,000
Consulting Services	-	-	-	3,000
General Services	215,537	587,100	680,195	1,270,549
Total Purchased Services	215,537	637,430	725,195	1,318,889
Supplies/Non-Capital Equipment				
Leases/Rentals	-	-	-	675
Marketing and Promotional Materials	-	-	-	315
Total Supplies/Non-Capital Equipment	-	-	-	990
Other Expenditures				
Food and Related Services	-	35	35	460
Total Other Expenditures	-	35	35	460
Total Expenditures	\$ 215,537	\$ 637,840	\$ 725,605	\$ 1,327,365

Bighorn FURA Division - FURA Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Training/Registration	\$ -	\$ 106	\$ 106	\$ 106
Dues/Fees	-	125	125	1,169
Mileage/Travel	-	144	144	606
Total Personnel	-	375	375	1,881
Purchased Services				
Legal Services	-	45,000	45,000	45,000
Total Purchased Services	-	45,000	45,000	45,000
Supplies/Non-Capital Equipment				
Leases/Rentals	-	-	-	150
Marketing and Promotional Materials	-	-	-	70
Total Supplies/Non-Capital Equipment	-	-	-	220
Other Expenditures				
Food and Related Services	-	35	35	139
Total Other Expenditures	-	35	35	139
Total Expenditures	\$ -	\$ 45,410	\$ 45,410	\$ 47,240

Town Clerk

Jessica Koenig, Town Clerk

Department Description

The Town Clerk serves as the official record custodian of the Town of Firestone and preserves the legislative history of the Town by keeping accurate and accessible records of the Board of Trustees. The Town Clerk's Office administers elections, responds to records requests in compliance with the Colorado Open Records Act, and ensures the timely posting of meeting notices pursuant to the Colorado Open Meetings Act. The Town Clerk's Office provides service to the citizens of Firestone and members of the community by providing notary services. The Town Clerk's Office is responsible for issuing liquor licenses. The Department is also responsible for updates to the Municipal Code, town wide records management, and provides support to the Board of Trustees, Liquor Licensing Authority (LLA), the Firestone Urban Renewal Authority, and various other Boards.

2020 Achievements

- Responded to open records requests and provided legal notices within the timeframes required by the Colorado Revised Statutes
- Preserved and provided electronic access to legislative actions and organizational records
- Administered licensing programs, provided legislative and administrative services
- Implemented the Board of Trustees Work Plan of future agenda items
- Standardized the voluntary boards & commissions onboarding process and formation documents
- Consolidated records into one accessible location

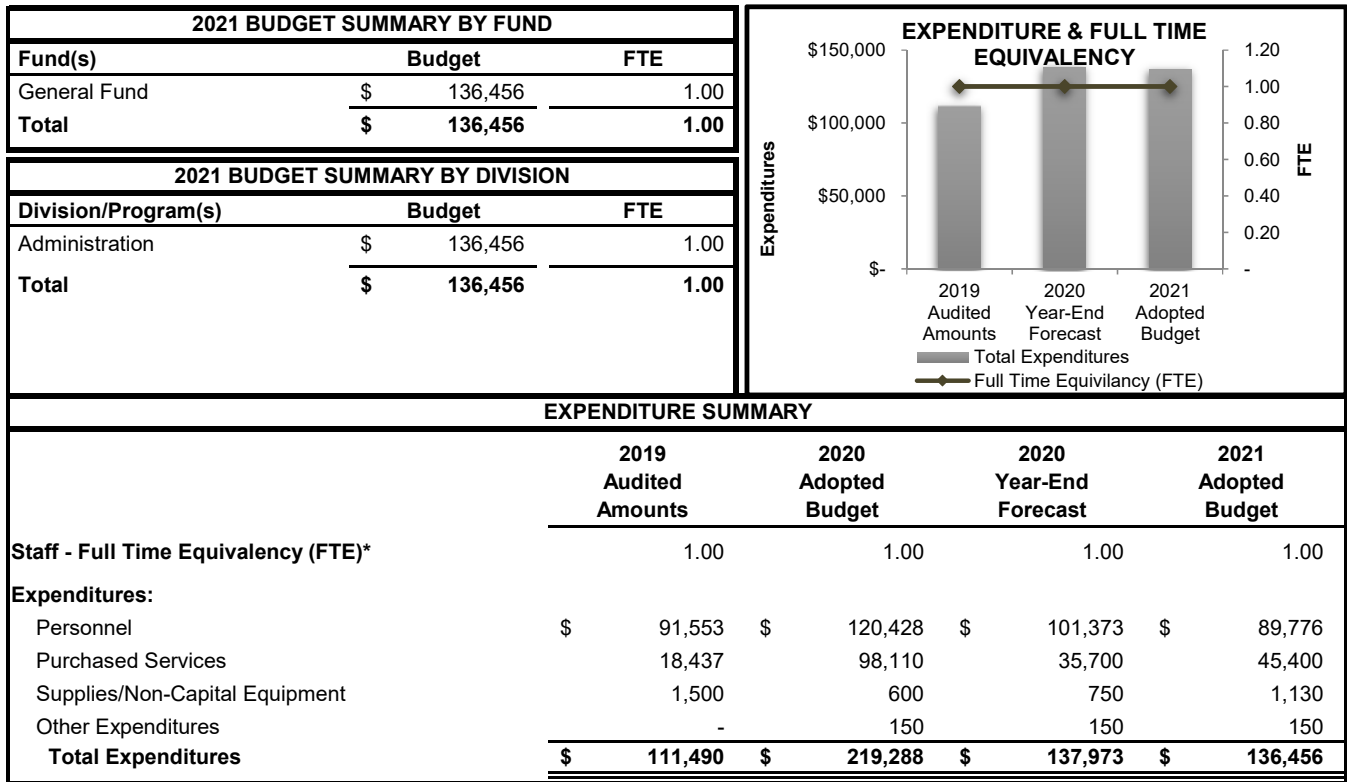
Goals & Objectives

- Comply with legislative, municipal, and statutory requirements
- Enhance and promote Town Clerk services, encouraging civic engagement
- Improve the accessibility of records and enhance transparency by providing records and information to the public
- Provide efficient and timely licensing and review of applications
- Improve standardization of records management within departments
- Develop and expand services to the Office of the Mayor & Trustees

Activity Measures

Category/Measure	2018	2019	2020 Forecast	2021 Forecast
Action agendas posted and available to the public within 24 hours (beg. 2019 posted to website)	100.0%	100.0%	100.0%	100.0%
Number of Board of Trustees meetings staffed	41	40	33	35
Number of legislative items processed (Ordinances/Resolutions)	79	112	115	150
Public record requests fulfilled within 3 days	99.0%	99.0%	99.0%	99.0%

Town Clerk



Expenditure Detail

Town Clerk Department - General Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 82,840	\$ 87,604	\$ 76,247	\$ 66,142
Overtime	-	100	-	100
	-	-	300	300
Medicare	1,107	1,270	1,350	963
Unemployment Insurance	-	39	262	198
Workers Compensation	-	103	-	-
Retirement Contributions	-	12,002	11,956	9,405
Medical Benefits	-	6,545	6,251	4,677
Life/Disability Benefits	-	845	732	641
Training/Registration	2,000	4,500	1,000	3,000
Dues/Fees	5,372	3,670	3,000	3,000
Sympathy and Celebrations	134	1,200	250	300
Mileage/Travel	100	2,500	-	1,000
Uniforms/Town Apparel	-	50	25	50
Total Personnel	91,553	120,428	101,373	89,776
Purchased Services				
Professional Services	14,000	35,000	25,000	20,000
Consulting Services	-	50,000	-	10,000
Technical Services	-	-	-	7,800
Communication Services	4,437	11,250	10,000	5,000
General Services	-	1,200	700	2,600
Utility Services	-	660	-	-
Total Purchased Services	18,437	98,110	35,700	45,400
Supplies/Non-Capital Equipment				
Office Supplies	1,500	400	750	1,130
Technology Equipment	-	100	-	-
Fuel	-	100	-	-
Total Supplies/Non-Capital Equipment	1,500	600	750	1,130
Other Expenditures				
Food and Related Services	-	150	150	150
Total Other Expenditures	-	150	150	150
Total Expenditures	\$ 111,490	\$ 219,288	\$ 137,973	\$ 136,456



Marketing and Communications

Katie Hansen, Director of Marketing and Communications

Department Description

The Marketing & Communications Department oversees special events and is responsible for internal, external and digital communications, public relations and marketing initiatives for the Town of Firestone.

The Town of Firestone has a responsibility to communicate and engage with residents and the general public. It is important that what the Town of Firestone is communicating is timely, cohesive and done in a proactive manner in an effort to keep the public well-informed. The implementation of streamlined channels and accessible information emphasizes Firestone's commitment to open and transparent communication and community engagement.

Firestone's programs and events focus on building relationships in our community. Special events provide opportunities to build community and business partnerships, by bringing together residents and visitors. In addition to participating in special events, there are many ways to get involved, including our Adopt-A-Place program and additional volunteer opportunities.

2020 Achievements

- Supported all communication efforts related to COVID-19, including resources for residents and business owners.
- Supported the Town Clerk with the communication efforts of the 2020 Municipal Election
- Planned and executed modified events due to COVID-19, providing safe options for the community to gather at.
This includes the 4th at Firestone, Food & Flick Series and the Art & Music Festival.
- Supported Public Works Department with the planning and execution of Firestone Clean-Up Day
- Supported Police Department with the planning and execution of National Night Out and Halloween Safe Night.

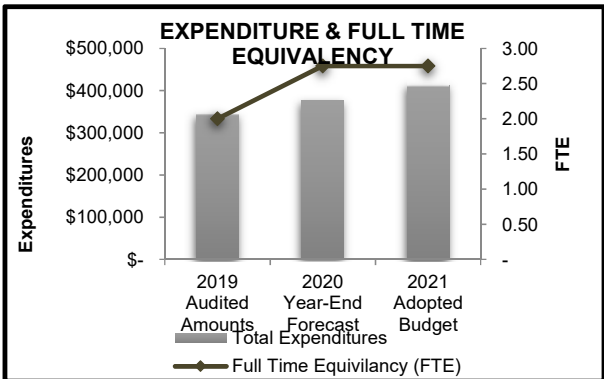
Goals & Objectives

- Continue to optimize the town's website for users
- Evaluate and update Town wide special events
- Coordinate communication calendars with all departments
- Coordinate website redesign project

Marketing and Communications

2021 BUDGET SUMMARY BY FUND		
Fund(s)	Budget	FTE
General Fund	\$ 411,678	2.75
Total	\$ 411,678	2.75

2021 BUDGET SUMMARY BY DIVISION		
Division/Program(s)	Budget	FTE
Administration	\$ 163,419	1.00
Events and Programming	248,259	1.75
Total	\$ 411,678	2.75



EXPENDITURE SUMMARY				
	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Staff - Full Time Equivalency (FTE)*	2.00	2.75	2.75	2.75
Expenditures:				
Personnel	\$ 221,359	\$ 261,374	\$ 261,427	\$ 266,528
Purchased Services	109,088	65,475	56,090	119,550
Supplies/Non-Capital Equipment	9,145	82,834	58,127	25,450
Other Expenditures	1,787	240	100	150
Total Expenditures	\$ 341,379	\$ 409,923	\$ 375,744	\$ 411,678

Expenditure Detail

Marketing and Communications Department - General Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 166,522	\$ 195,622	\$ 194,077	\$ 199,318
Overtime	518	900	-	450
Medicare	2,679	2,836	2,899	2,890
Unemployment Insurance	534	117	624	598
Workers Compensation	-	231	-	-
Retirement Contributions	24,381	26,801	28,492	28,343
Medical Benefits	17,072	20,187	25,377	20,646
Life/Disability Benefits	1,578	1,777	1,503	1,903
Training/Registration	2,500	1,525	375	2,250
Dues/Fees	5,475	6,078	6,078	6,150
Mileage/Travel	100	4,470	1,402	3,630
Uniforms/Town Apparel	-	830	600	350
Total Personnel	221,359	261,374	261,427	266,528
Purchased Services				
Professional Services	4,000	15,400	11,000	16,750
Communication Services	1,347	15,050	9,149	13,855
General Services	103,582	32,465	33,981	86,985
Utility Services	159	2,560	1,960	1,960
Total Purchased Services	109,088	65,475	56,090	119,550
Supplies/Non-Capital Equipment				
Office Supplies	3,000	675	675	980
Technology Equipment	-	650	650	-
Operating Supplies	1,012	65,699	47,527	13,450
Leases/Rentals	-	340	340	340
Maintenance Supplies	5,000	8,300	6,000	7,800
Non-Capital Equipment	-	6,830	2,735	2,510
Fuel	133	340	200	370
Total Supplies/Non-Capital Equipment	9,145	82,834	58,127	25,450
Other Expenditures				
Food and Related Services	-	240	100	150
Total Other Expenditures	1,787	240	100	150
Total Expenditures	\$ 341,379	\$ 409,923	\$ 375,744	\$ 411,678

Expenditure Detail

Administration Division - General Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 95,570	\$ 118,515	\$ 110,418	\$ 94,595
Medicare	1,632	1,718	1,609	1,372
Unemployment Insurance	320	39	360	284
Workers Compensation	-	140	-	-
Retirement Contributions	14,635	16,237	16,456	13,451
Medical Benefits	13,798	14,116	19,188	14,410
Life/Disability Benefits	927	1,029	942	887
Training/Registration	-	1,150	-	1,750
Dues/Fees	5,475	5,950	5,950	6,000
Mileage/Travel	100	1,510	-	3,180
Uniforms/Town Apparel	-	300	300	100
Total Personnel	132,457	160,704	155,223	136,029
Purchased Services				
Professional Services	4,000	4,400	4,000	10,500
Communication Services	-	12,300	7,000	10,000
Utility Services	53	660	660	660
Total Purchased Services	4,053	17,360	11,660	21,160
Supplies/Non-Capital Equipment				
Office Supplies	-	375	375	480
Technology Equipment	-	650	650	-
Operating Supplies	-	500	500	500
Marketing and Promotional Materials	5,000	6,000	4,500	5,000
Fuel	-	100	-	100
Total Supplies/Non-Capital Equipment	5,000	7,625	6,025	6,080
Other Expenditures				
Food and Related Services	-	240	100	150
Other	103	-	-	-
Total Other Expenditures	103	240	100	150
Total Expenditures	\$ 141,613	\$ 185,929	\$ 173,008	\$ 163,419

Expenditure Detail

Events and Programming Division - General Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 70,952	\$ 77,107	\$ 83,659	\$ 104,723
Overtime	518	900	-	450
Medicare	1,047	1,118	1,290	1,518
Unemployment Insurance	213	78	264	314
Workers Compensation	-	91	-	-
Retirement Contributions	9,746	10,564	12,036	14,892
Medical Benefits	3,275	6,071	6,189	6,236
Life/Disability Benefits	651	748	561	1,016
Training/Registration	2,500	375	375	500
Dues/Fees	-	128	128	150
Mileage/Travel	-	2,960	1,402	450
Uniforms/Town Apparel	-	530	300	250
Total Personnel	88,902	100,670	106,204	130,499
Purchased Services				
Professional Services	-	11,000	7,000	6,250
Communication Services	1,347	2,750	2,149	3,855
General Services	103,582	32,465	33,981	86,985
Utility Services	106	1,900	1,300	1,300
Total Purchased Services	105,035	48,115	44,430	98,390
Supplies/Non-Capital Equipment				
Office Supplies	3,000	300	300	500
Operating Supplies	1,012	65,199	47,027	12,950
Leases/Rentals	-	340	340	340
Marketing and Promotional Materials	-	2,300	1,500	2,800
Non-Capital Equipment	-	6,830	2,735	2,510
Fuel	133	240	200	270
Total Supplies/Non-Capital Equipment	4,145	75,209	52,102	19,370
Other Expenditures				
Other	1,684	-	-	-
Total Other Expenditures	1,684	-	-	-
Total Expenditures	\$ 199,766	\$ 223,994	\$ 202,736	\$ 248,259



Human Resources

Jan Sloat, Director of Human Resources

Department Description

The Human Resources Department anticipates and meets the changing needs of the Town's workforce. This is done through department partnerships and collaboration; the Human Resource Department recruits, engages and retains a high performing and diverse workforce that fosters a healthy, safe, and productive work environment.

2020 Achievements

- Interviewed and onboarded seven (7) Board approved and ten (10) replacement positions
- Conducted an Organization Culture Survey to gain a working perspective and baseline of our organization's culture
- Invited staff to join the Culture Advisory Team to assess the deficiencies of the Town's current culture
- Introduced an Onboarding Binder created for orienting new employees to the Town of Firestone
- Created and distributed Coronavirus Response Plan. Developed Communicable Diseases/Illness Policy
- Educated staff and implemented the Families First Coronavirus Response Act Leave entitlements EPSL and EFMLEA
- Conducted Pay Equity Audit in compliance with the Colorado Equal Pay for Equal Work Act SB19-085
- Conducted an Annual Market Survey. Due to the impact of COVID, the Town implemented a wage and hiring freeze
- Revised and updated the Town's Safety Manual to familiarize staff with Town-wide safety practices
- Researched and purchased for use StratumHealth; an online platform for recording daily health screenings related to COVID

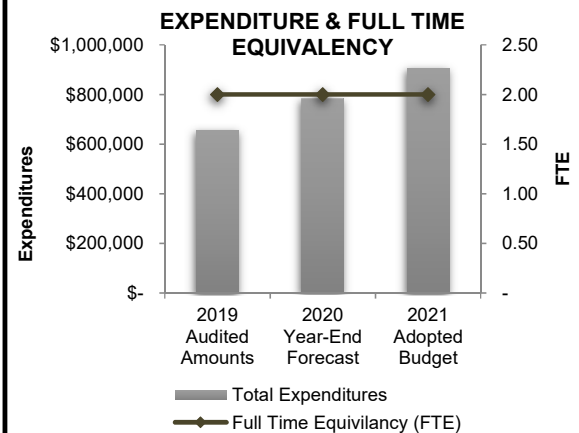
Goals & Objectives

- Attract high performing applicants for Board approved 2021 budgeted positions
- Provide a safe working environment for employees, contractors, vendors, and volunteers as we remain committed to current safety protocols and precautions. Provide training opportunities addressing health and safety practices in the workplace
- Establish a timeline to develop a paperless records management program for use by Human Resources
- Promote Inclusivity and Encourage Communication - conduct business in a manner that's collaborative and promotes transparency at every level of the organization
- Wellness Program - Work with Cigna to create a wellness program that will encourage participation of Town staff
- Employee Development - Encourage and support professional growth of our employees
- Commitment - Provide a total compensation and benefits package that is competitive and fair in the Market

Human Resources

2021 BUDGET SUMMARY BY FUND		
Fund(s)	Budget	FTE
General Fund	\$ 666,466	1.40
Water Fund	225,512	0.50
Stormwater Fund	13,572	0.10
Total	\$ 905,550	2.00

2021 BUDGET SUMMARY BY DIVISION		
Division/Program(s)	Budget	FTE
Administration	\$ 905,550	2.00
Total	\$ 905,550	2.00



EXPENDITURE SUMMARY				
	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Staff - Full Time Equivalency (FTE)*	2.00	2.00	2.00	2.00
Expenditures:				
Personnel	\$ 274,346	\$ 292,318	\$ 274,127	\$ 321,745
Purchased Services	340,882	471,038	506,300	577,115
Supplies/Non-Capital Equipment	2,688	2,620	1,000	3,250
Other Expenditures	35,497	5,220	1,000	3,440
Total Expenditures	\$ 653,413	\$ 771,196	\$ 782,427	\$ 905,550

Expenditure Detail

Human Resources Department - All Funds

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 193,488	\$ 195,639	\$ 193,488	\$ 214,731
Overtime	270	1,201	-	1,200
Stipend	200	300	300	300
Medicare	2,856	2,841	3,067	3,119
Unemployment Insurance	561	78	614	646
Workers Compensation	-	231	-	-
Retirement Contributions	25,627	26,803	28,017	30,535
Medical Benefits	17,192	20,051	20,216	20,274
Life/Disability Benefits	1,581	1,735	1,610	2,030
Training/Registration	17,904	12,329	5,000	13,245
Dues/Fees	5,475	6,170	6,185	6,320
Employee Wellness	-	4,300	3,500	5,850
Mileage/Travel	55	290	-	145
Employee Recognition	7,673	20,150	12,000	23,350
Uniforms/Town Apparel	1,463	200	130	-
Total Personnel	274,346	292,318	274,127	321,745
Purchased Services				
Professional Services	14,000	40,000	40,000	35,000
Legal Services	190	35,000	-	-
Consulting Services	121,260	10,600	18,000	25,000
Technical Services	-	8,600	7,200	8,800
Communication Services	1,314	5,400	4,000	5,500
General Services	528	2,490	1,500	2,440
Employment Screenings	23,107	7,348	10,000	12,100
Insurance Premiums	180,390	360,400	424,400	487,075
Utility Services	93	1,200	1,200	1,200
Total Purchased Services	340,882	471,038	506,300	577,115
Supplies/Non-Capital Equipment				
Office Supplies	2,588	2,500	1,000	2,130
Fuel	100	120	-	120
Total Supplies/Non-Capital Equipment	2,688	2,620	1,000	3,250
Other Expenditures				
Food and Related Services	-	5,220	1,000	3,440
Total Other Expenditures	35,497	5,220	1,000	3,440
Total Expenditures	\$ 653,413	\$ 771,196	\$ 782,427	\$ 905,550

Expenditure Detail

Human Resources Department - General Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 193,488	\$ 195,639	\$ 193,488	\$ 150,311
Overtime	270	1,201	-	900
Stipend	200	300	300	300
Medicare	2,856	2,841	3,067	2,184
Unemployment Insurance	561	78	614	451
Workers Compensation	-	231	-	-
Retirement Contributions	25,627	26,803	28,017	21,374
Medical Benefits	17,192	20,051	20,216	14,191
Life/Disability Benefits	1,581	1,735	1,610	1,405
Training/Registration	17,904	12,329	5,000	9,934
Dues/Fees	5,475	6,170	6,185	4,740
Employee Wellness	-	4,300	3,500	4,388
Mileage/Travel	55	290	-	109
Employee Recognition	7,673	20,150	12,000	17,513
Uniforms/Town Apparel	1,463	200	130	-
Total Personnel	274,346	292,318	274,127	227,800
Purchased Services				
Professional Services	14,000	40,000	40,000	26,250
Legal Services	190	35,000	-	-
Consulting Services	121,260	10,600	18,000	18,750
Technical Services	-	8,600	7,200	6,600
Communication Services	1,314	5,400	4,000	4,125
General Services	528	2,490	1,500	1,830
Employment Screenings	23,107	7,348	10,000	9,075
Insurance Premiums	180,390	360,400	424,400	365,306
Utility Services	93	1,200	1,200	900
Total Purchased Services	340,882	471,038	506,300	432,836
Supplies/Non-Capital Equipment				
Office Supplies	2,588	2,500	1,000	2,130
Leases/Rentals	-	-	-	1,000
Fuel	100	120	-	120
Total Supplies/Non-Capital Equipment	2,688	2,620	1,000	3,250
Other Expenditures				
Food and Related Services	-	5,220	1,000	2,580
Total Other Expenditures	35,497	5,220	1,000	2,580
Total Expenditures	\$ 653,413	\$ 771,196	\$ 782,427	\$ 666,466

Expenditure Detail

Human Resources Department - Water Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ -	\$ -	\$ -	\$ 53,683
Overtime	-	-	-	300
Medicare	-	-	-	779
Unemployment Insurance	-	-	-	162
Retirement Contributions	-	-	-	7,634
Medical Benefits	-	-	-	5,069
Life/Disability Benefits	-	-	-	520
Training/Registration	-	-	-	3,311
Dues/Fees	-	-	-	1,580
Employee Wellness	-	-	-	1,462
Mileage/Travel	-	-	-	36
Employee Recognition	-	-	-	5,837
Total Personnel	-	-	-	80,373
Purchased Services				
Professional Services	-	-	-	8,750
Consulting Services	-	-	-	6,250
Technical Services	-	-	-	2,200
Communication Services	-	-	-	1,375
General Services	-	-	-	610
Employment Screenings	-	-	-	3,025
Insurance Premiums	-	-	-	121,769
Utility Services	-	-	-	300
Total Purchased Services	-	-	-	144,279
Other Expenditures				
Food and Related Services	-	-	-	860
Total Other Expenditures	-	-	-	860
Total Expenditures	\$ -	\$ -	\$ -	\$ 225,512

Expenditure Detail

Human Resources Department - Stormwater Fund

	2019 Audited Amounts		2020 Adopted Budget		2020 Year-End Forecast		2021 Adopted Budget	
Personnel								
Regular Wages	\$	-	\$	-	\$	-	\$	10,737
Medicare		-		-		-		156
Unemployment Insurance		-		-		-		33
Retirement Contributions		-		-		-		1,527
Medical Benefits		-		-		-		1,014
Life/Disability Benefits		-		-		-		105
Total Personnel		-		-		-		13,572
Total Expenditures	\$	-	\$	-	\$	-	\$	13,572

Finance

Jessica Clanton, Director of Finance

Department Description

The Finance Department is responsible for the administration and recording of all financial activities of the Town, including revenue collection, cash management, accounts payable, accounts receivable, capital assets, payroll, utility billing, as well as, general accounting and reporting. Finance oversees the development and maintenance of internal controls, the procurement function of the Town and is responsible for the production of the Annual Operating and Capital Improvement Budget, and Comprehensive Annual Financial Report.

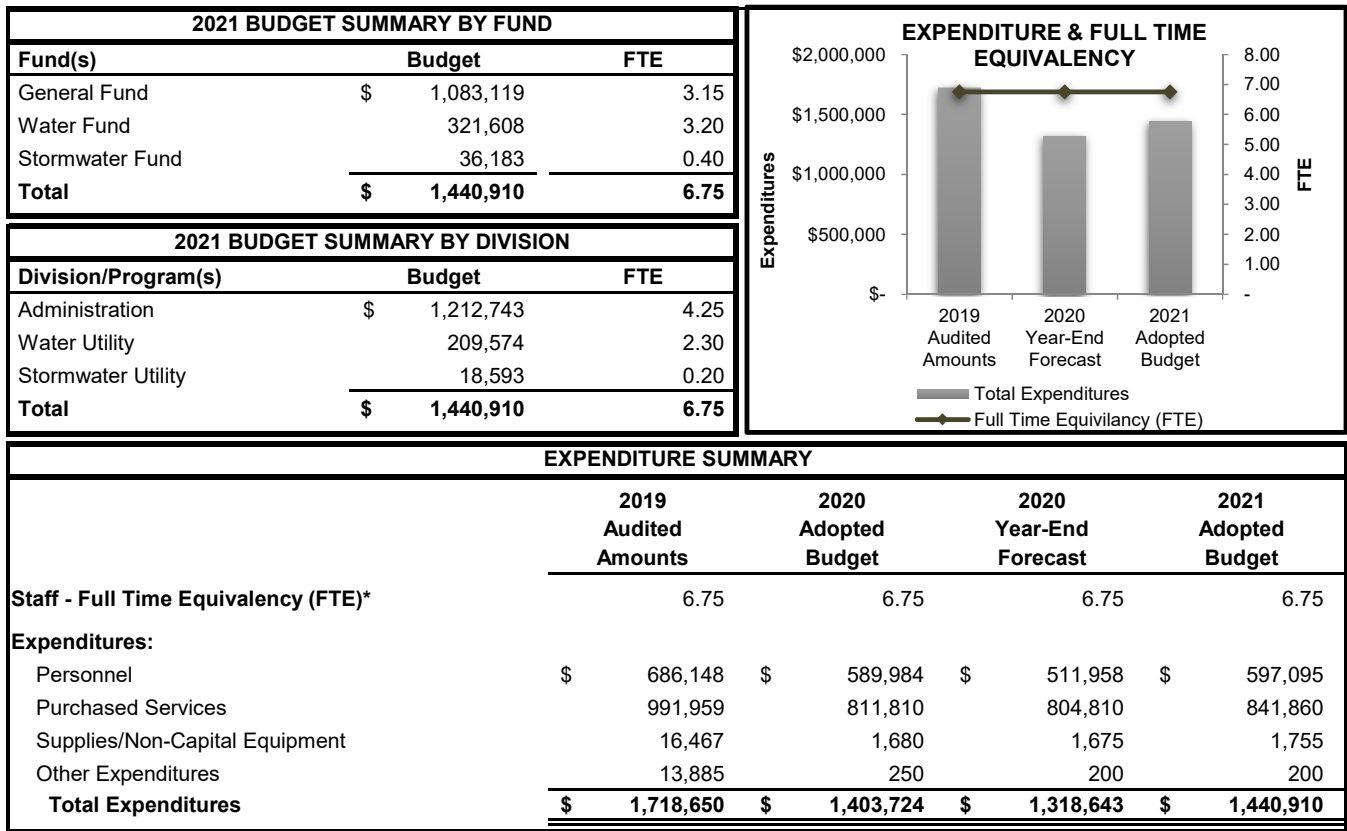
2020 Achievements

- Received the Certificate of Achievement for Excellence in Financial Reporting from the GFOA
- Updated both the Debt Policy, Investment Policy, Travel Policy and Working Reserve Policy as well as created new processes within those areas
- Invested \$10 million dollars into higher yield investment instruments through a Managed Investments Firm
- Issued Water Enterprise Bonds for the construction of the St. Vrain Water Treatment Facility
- Issued Certificates of Participation for the construction of the new Town Hall facility
- Implemented employees entering their own credit card charges electronically

Goals & Objectives

- Monitor budget forecast for accuracy
- Receive GFOA Distinguished Budget Award
- Continue to receive GFOA Certificate of Achievement for Excellence in Financial Reporting for CAFR
- Provide quarterly financial report in accordance with policy
- Strive for enhancements to policies and procedures that will improve internal controls and employee workloads

Finance



Expenditure Detail

Finance Department - All Funds

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 536,172	\$ 461,381	\$ 382,714	\$ 453,220
Overtime	3,015	1,450	270	450
Stipend	200	300	1,000	600
Medicare	8,047	6,694	6,238	6,581
Unemployment Insurance	1,639	340	1,281	1,358
Workers Compensation	275	653	-	-
Retirement Contributions	74,700	63,209	58,469	64,448
Medical Benefits	44,174	43,782	54,202	58,464
Life/Disability Benefits	5,211	4,421	3,700	4,399
Training/Registration	6,966	3,970	2,000	3,930
Dues/Fees	5,644	2,134	1,834	1,835
Mileage/Travel	106	1,650	250	1,650
Uniforms/Town Apparel	-	-	-	160
Total Personnel	686,148	589,984	511,958	597,095
Purchased Services				
Professional Services	23,158	24,960	18,960	19,560
Communication Services	27,709	33,500	31,300	33,500
General Services	941,092	753,350	754,150	788,800
Utility Services	-	-	400	-
Total Purchased Services	991,959	811,810	804,810	841,860
Supplies/Non-Capital Equipment				
Office Supplies	16,251	1,400	1,525	1,755
Technology Equipment	-	150	150	-
Operating Supplies	116	-	-	-
Fuel	100	130	-	-
Total Supplies/Non-Capital Equipment	16,467	1,680	1,675	1,755
Capital Outlay				
Capital Equipment	10,191	-	-	-
Total Capital Outlay	10,191	-	-	-
Other Expenditures				
Food and Related Services	122	250	200	200
Other	13,763	-	-	-
Total Other Expenditures	13,885	250	200	200
Total Expenditures	\$ 1,718,650	\$ 1,403,724	\$ 1,318,643	\$ 1,440,910

Expenditure Detail

Finance Department - General Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 301,017	\$ 336,693	\$ 289,632	\$ 235,079
Overtime	828	550	193	200
Stipend	200	300	1,000	600
Medicare	4,667	4,886	4,557	3,418
Unemployment Insurance	927	195	956	704
Workers Compensation	-	397	-	-
Retirement Contributions	42,181	46,127	43,641	33,428
Medical Benefits	20,565	29,506	40,702	30,233
Life/Disability Benefits	3,018	3,211	2,664	2,279
Training/Registration	4,000	3,570	2,000	2,677
Dues/Fees	5,475	2,134	1,834	1,376
Mileage/Travel	56	1,600	250	1,200
Uniforms/Town Apparel	-	-	-	160
Total Personnel	382,933	429,169	387,429	311,354
Purchased Services				
Professional Services	23,158	24,960	18,960	14,670
Communication Services	-	5,500	5,500	5,500
General Services	898,244	715,350	715,350	750,000
Utility Services	-	-	400	-
Total Purchased Services	921,402	745,810	740,210	770,170
Supplies/Non-Capital Equipment				
Office Supplies	16,070	1,200	1,000	1,395
Technology Equipment	-	150	150	-
Fuel	100	80	-	-
Total Supplies/Non-Capital Equipment	16,170	1,430	1,150	1,395
Capital Outlay				
Capital Equipment	10,191	-	-	-
Total Capital Outlay	10,191	-	-	-
Other Expenditures				
Food and Related Services	63	200	200	200
Total Other Expenditures	13,743	200	200	200
Total Expenditures	\$ 1,344,439	\$ 1,176,609	\$ 1,128,989	\$ 1,083,119

Expenditure Detail

Finance Department - Water Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 231,233	\$ 115,455	\$ 86,264	\$ 195,523
Overtime	2,034	810	74	200
Medicare	3,325	1,674	1,562	2,836
Unemployment Insurance	700	117	302	586
Workers Compensation	268	234	-	-
Retirement Contributions	31,950	15,817	13,779	27,803
Medical Benefits	23,196	13,152	12,460	25,201
Life/Disability Benefits	2,151	1,120	963	1,897
Training/Registration	458	360	-	1,253
Dues/Fees	169	-	-	459
Mileage/Travel	50	50	-	450
Total Personnel	295,534	148,789	115,404	256,208
Purchased Services				
Professional Services	-	-	-	4,890
Communication Services	27,709	25,200	23,000	25,200
General Services	42,848	34,200	35,000	35,000
Total Purchased Services	70,557	59,400	58,000	65,090
Supplies/Non-Capital Equipment				
Office Supplies	91	180	450	310
Operating Supplies	116	-	-	-
Fuel	-	50	-	-
Total Supplies/Non-Capital Equipment	207	230	450	310
Other Expenditures				
Food and Related Services	59	50	-	-
Total Other Expenditures	59	50	-	-
Total Expenditures	\$ 366,357	\$ 208,469	\$ 173,854	\$ 321,608

Expenditure Detail

Administration Division - Water Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ -	\$ -	\$ -	\$ 80,747
Medicare	-	-	-	1,172
Unemployment Insurance	-	-	-	242
Retirement Contributions	-	-	-	11,482
Medical Benefits	-	-	-	10,964
Life/Disability Benefits	-	-	-	785
Training/Registration	-	-	-	893
Dues/Fees	-	-	-	459
Mileage/Travel	-	-	-	400
Total Personnel	-	-	-	107,144
Purchased Services				
Professional Services	-	-	-	4,890
Total Purchased Services	-	-	-	4,890
Total Expenditures	\$ -	\$ -	\$ -	\$ 112,034

Expenditure Detail

Utility Division - Water Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 231,233	\$ 115,455	\$ 86,264	\$ 114,776
Overtime	2,034	810	74	200
Medicare	3,325	1,674	1,562	1,664
Unemployment Insurance	700	117	302	344
Workers Compensation	268	234	-	-
Retirement Contributions	31,950	15,817	13,779	16,321
Medical Benefits	23,196	13,152	12,460	14,237
Life/Disability Benefits	2,151	1,120	963	1,112
Training/Registration	458	360	-	360
Dues/Fees	169	-	-	-
Mileage/Travel	50	50	-	50
Total Personnel	295,534	148,789	115,404	149,064
Purchased Services				
Communication Services	27,709	25,200	23,000	25,200
General Services	42,848	34,200	35,000	35,000
Total Purchased Services	70,557	59,400	58,000	60,200
Supplies/Non-Capital Equipment				
Office Supplies	91	180	450	310
Operating Supplies	116	-	-	-
Fuel	-	50	-	-
Total Supplies/Non-Capital Equipment	207	230	450	310
Other Expenditures				
Food and Related Services	59	50	-	-
Total Other Expenditures	59	50	-	-
Total Expenditures	\$ 366,357	\$ 208,469	\$ 173,854	\$ 209,574

Expenditure Detail

Finance Department - Stormwater Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 3,922	\$ 9,233	\$ 6,818	\$ 22,618
Overtime	153	90	3	50
Medicare	55	134	119	327
Unemployment Insurance	12	28	23	68
Workers Compensation	7	22	-	-
Retirement Contributions	569	1,265	1,049	3,217
Medical Benefits	413	1,124	1,040	3,030
Life/Disability Benefits	42	90	73	223
Training/Registration	2,508	40	-	-
Total Personnel	7,681	12,026	9,125	29,533
Purchased Services				
Communication Services	-	2,800	2,800	2,800
General Services	-	3,800	3,800	3,800
Total Purchased Services	-	6,600	6,600	6,600
Supplies/Non-Capital Equipment				
Office Supplies	90	20	75	50
Total Supplies/Non-Capital Equipment	90	20	75	50
Other Expenditures				
Other	83	-	-	-
Total Other Expenditures	83	-	-	-
Total Expenditures	\$ 7,854	\$ 18,646	\$ 15,800	\$ 36,183

Expenditure Detail

Administration Division - Stormwater Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ -	\$ -	\$ -	\$ 13,506
Medicare	-	-	-	195
Unemployment Insurance	-	-	-	41
Retirement Contributions	-	-	-	1,921
Medical Benefits	-	-	-	1,794
Life/Disability Benefits	-	-	-	133
Total Personnel	-	-	-	17,590
Total Expenditures	\$ -	\$ -	\$ -	\$ 17,590

Expenditure Detail

Utility Division - Stormwater Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 3,922	\$ 9,233	\$ 6,818	\$ 9,112
Overtime	153	90	3	50
Medicare	55	134	119	132
Unemployment Insurance	12	28	23	27
Workers Compensation	7	22	-	-
Retirement Contributions	569	1,265	1,049	1,296
Medical Benefits	413	1,124	1,040	1,236
Life/Disability Benefits	42	90	73	90
Training/Registration	2,508	40	-	-
Total Personnel	7,681	12,026	9,125	11,943
Purchased Services				
Communication Services	-	2,800	2,800	2,800
General Services	-	3,800	3,800	3,800
Total Purchased Services	-	6,600	6,600	6,600
Supplies/Non-Capital Equipment				
Office Supplies	90	20	75	50
Total Supplies/Non-Capital Equipment	90	20	75	50
Total Expenditures	\$ 7,854	\$ 18,646	\$ 15,800	\$ 18,593



Technology

Department Description

The Information Technology Department (IT) strives to provide reliable, secure, and cost effective technology infrastructure, applications and services including purchasing computer hardware and software, telecommunications and network management, end-user support and training, and information/data security.

2020 Achievements

- File revamp to improve employee use and access to create and utilize files
- Provided threat training to Senior Staff

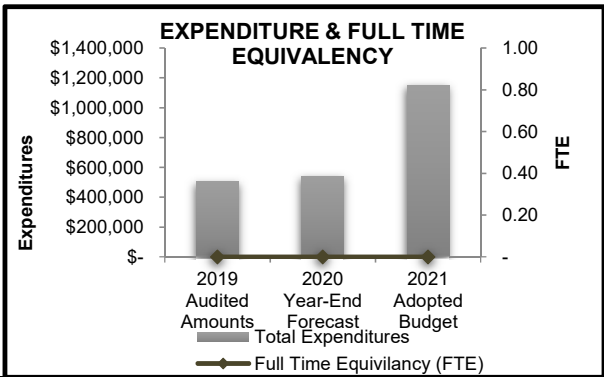
Goals & Objectives

- Continue to manage the technology and information systems to support Town services
- Upgrade software and network infrastructure to keep technology efficient, effective, and secure
- Evaluate workstation options

Information Technology

2021 BUDGET SUMMARY BY FUND		
Fund(s)	Budget	FTE
General Fund	\$ 1,145,908	-
Total	\$ 1,145,908	-

2021 BUDGET SUMMARY BY DIVISION		
Division/Program(s)	Budget	FTE
Administration	\$ 1,145,908	-
Total	\$ 1,145,908	-



EXPENDITURE SUMMARY				
	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Staff - Full Time Equivalency (FTE)*	-	-	-	-
Expenditures:				
Purchased Services	\$ 279,973	\$ 513,100	\$ 528,400	\$ 1,021,148
Supplies/Non-Capital Equipment	222,554	30,960	12,800	89,760
Total Expenditures	\$ 502,527	\$ 569,060	\$ 541,200	\$ 1,145,908

Expenditure Detail

Information Technology Department - General Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Purchased Services				
Professional Services	\$ 52,461	\$ 135,000	\$ 145,000	\$ 570,600
Technical Services	106,892	356,900	356,900	313,048
Communication Services	-	19,200	26,000	137,500
General Services	-	2,000	500	-
Total Purchased Services	279,973	513,100	528,400	1,021,148
Supplies/Non-Capital Equipment				
Technology Equipment	208,628	20,000	12,000	22,300
Leases/Rentals	-	9,360	-	9,360
Non-Capital Equipment	13,646	1,600	800	58,100
Total Supplies/Non-Capital Equipment	222,554	30,960	12,800	89,760
Capital Outlay				
Capital Equipment	-	25,000	-	35,000
Total Capital Outlay	-	25,000	-	35,000
Total Expenditures	\$ 502,527	\$ 569,060	\$ 541,200	\$ 1,145,908



Planning & Development

Todd Bjerkaas, Director of Planning & Development

Department Description

The Planning and Development Department is responsible for processing all development-related applications including annexations, zoning, subdivisions, site plans, building permits, and licenses pursuant to the Firestone Development Code, International Building Code, and the Firestone Municipal Code. The department collaborates with other Town departments and outside agencies to ensure the highest levels of development in design, entitlement, and implementation.

2020 Achievements

- The Board of Trustees adopted the Town's new Firestone Development Code unifying subdivision, development regulations, and processes
- The Board of Trustees adopted the Town's first development review fee schedule
- Drafting User Guides for various land use applications to guide applicants through the land use processes
- Began drafting an Ordinance for updating the Town's building codes. Anticipate adoption in the fourth quarter of 2020.
- Established a Lot Inventory database to assist with projections, budgeting, and tracking of residential growth
Through the inventory identified there are a total of 649 platted residential lots for which buildings permits may be issued
- On track to issue more than 200 new residential permits for single family detached and paired homes
- Entitled several commercial businesses within the Oak Meadows Village and Firestone City Center
- Centennial Lending Headquarters opened earlier this year

Goals & Objectives

- Provide the highest levels of customer service for residents, business owners, developers, and contractors
- Be at the forefront of development trends and processes by Implementing continuing education, training, and certification
- Work cooperatively with the Economic Development Department to promote the continuum of attraction, entitlement, development and retention of businesses within Firestone

Activity Measures

Category/Measure	2018	2019	2020	Forecast	2021	Forecast
# of Permits Issued	2,373	1,457		1,200		1,400
Total Fees Collected	\$ 6,894,303	\$ 7,320,848	\$	5,106,360	\$	6,000,000
Permit Valuations	\$ 96,322,351	\$ 112,510,111	\$	79,850,733	\$	78,000,000

Planning and Development

2021 BUDGET SUMMARY BY FUND		
Fund(s)	Budget	FTE
General Fund	\$ 1,335,600	7.00
Total	\$ 1,335,600	7.00

2021 BUDGET SUMMARY BY DIVISION		
Division/Program(s)	Budget	FTE
Planning	\$ 686,851	5.00
Building	648,749	2.00
Total	\$ 1,335,600	7.00

EXPENDITURE & FULL TIME EQUIVALENCY

Year	Total Expenditures (\$)	FTE
2019 Audited Amounts	1,684,551	8.00
2020 Year-End Forecast	1,821,643	8.75
2021 Adopted Budget	1,421,064	7.00

EXPENDITURE SUMMARY				
	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Staff - Full Time Equivalency (FTE)*	8.00	8.75	7.00	7.00
Expenditures:				
Personnel	\$ 625,627	\$ 757,253	\$ 711,724	\$ 445,885
Purchased Services	1,044,676	1,040,540	697,540	870,540
Supplies/Non-Capital Equipment	12,998	18,900	10,600	15,225
Other Expenditures	1,250	4,950	1,200	3,950
Total Expenditures	\$ 1,684,551	\$ 1,821,643	\$ 1,421,064	\$ 1,335,600

Expenditure Detail

Planning and Development Department - General Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 481,025	\$ 578,294	\$ 539,132	\$ 330,408
Overtime	3,392	2,000	1,156	2,000
Stipend	-	300	300	300
Medicare	6,738	8,390	8,486	4,796
Unemployment Insurance	1,438	273	1,713	992
Workers Compensation	527	681	-	-
Retirement Contributions	65,659	75,921	78,253	46,984
Medical Benefits	51,648	67,327	67,309	38,604
Life/Disability Benefits	4,354	5,467	4,875	3,201
Training/Registration	9,484	6,600	4,000	6,600
Dues/Fees	-	3,900	2,900	3,900
Mileage/Travel	-	6,800	2,500	6,800
Uniforms/Town Apparel	639	1,300	1,100	1,300
Total Personnel	625,627	757,253	711,724	445,885
Purchased Services				
Professional Services	52,715	150,000	20,000	130,000
Legal Services	1,573	32,500	32,500	22,500
Technical Services	56,547	155,000	30,000	125,000
Developer Chargebacks	252,297	186,000	149,000	76,000
Building Review and Inspection	657,661	500,000	450,000	500,000
Communication Services	180	2,000	1,000	2,000
General Services	12,721	12,000	12,000	12,000
Utility Services	2,842	3,040	3,040	3,040
Total Purchased Services	1,044,676	1,040,540	697,540	870,540
Supplies/Non-Capital Equipment				
Office Supplies	6,604	8,800	5,000	7,125
Technology Equipment	6,123	3,500	1,000	1,500
Non-Capital Equipment	-	6,000	4,000	6,000
Fuel	271	600	600	600
Total Supplies/Non-Capital Equipment	12,998	18,900	10,600	15,225
Other Expenditures				
Food and Related Services	982	4,950	1,200	3,950
Other	268	-	-	-
Total Other Expenditures	1,250	4,950	1,200	3,950
Total Expenditures	\$ 1,684,551	\$ 1,821,643	\$ 1,421,064	\$ 1,335,600

Expenditure Detail

Planning Division - General Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 481,025	\$ 423,594	\$ 395,839	\$ 236,194
Overtime	3,392	-	-	-
Stipend	-	300	300	300
Medicare	6,738	6,147	6,261	3,430
Unemployment Insurance	1,438	195	1,255	709
Workers Compensation	527	499	-	-
Retirement Contributions	65,659	54,727	57,316	33,587
Medical Benefits	51,648	60,782	60,550	33,918
Life/Disability Benefits	4,354	3,977	3,415	2,288
Training/Registration	9,484	4,000	3,000	4,000
Dues/Fees	-	3,000	2,000	3,000
Mileage/Travel	-	5,300	1,500	5,300
Uniforms/Town Apparel	639	600	400	600
Total Personnel	625,627	563,121	531,836	323,326
Purchased Services				
Professional Services	52,715	150,000	20,000	130,000
Legal Services	1,573	30,000	30,000	20,000
Consulting Services	8,140	-	-	-
Technical Services	56,547	155,000	30,000	125,000
Developer Chargebacks	252,297	186,000	149,000	76,000
Communication Services	180	1,000	1,000	1,000
General Services	12,721	-	-	-
Utility Services	2,701	1,300	1,300	1,300
Total Purchased Services	386,874	523,300	231,300	353,300
Supplies/Non-Capital Equipment				
Office Supplies	6,604	5,000	2,500	3,325
Technology Equipment	6,123	2,000	-	-
Non-Capital Equipment	-	3,500	2,500	3,500
Fuel	271	200	200	200
Total Supplies/Non-Capital Equipment	12,998	10,700	5,200	7,025
Other Expenditures				
Food and Related Services	982	4,200	1,000	3,200
Other	268	-	-	-
Total Other Expenditures	1,250	4,200	1,000	3,200
Total Expenditures	\$ 1,026,749	\$ 1,101,321	\$ 769,336	\$ 686,851

Expenditure Detail

Building Division - General Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ -	\$ 154,700	\$ 143,293	\$ 94,214
Overtime	-	2,000	1,156	2,000
Medicare	-	2,243	2,225	1,366
Unemployment Insurance	-	78	458	283
Workers Compensation	-	182	-	-
Retirement Contributions	-	21,194	20,937	13,397
Medical Benefits	-	6,545	6,759	4,686
Life/Disability Benefits	-	1,490	1,460	913
Training/Registration	-	2,600	1,000	2,600
Dues/Fees	-	900	900	900
Mileage/Travel	-	1,500	1,000	1,500
Uniforms/Town Apparel	-	700	700	700
Total Personnel	-	194,132	179,888	122,559
Purchased Services				
Legal Services	-	2,500	2,500	2,500
Building Review and Inspection	657,661	500,000	450,000	500,000
Communication Services	-	1,000	-	1,000
General Services	-	12,000	12,000	12,000
Utility Services	141	1,740	1,740	1,740
Total Purchased Services	657,802	517,240	466,240	517,240
Supplies/Non-Capital Equipment				
Office Supplies	-	3,800	2,500	3,800
Technology Equipment	-	1,500	1,000	1,500
Non-Capital Equipment	-	2,500	1,500	2,500
Fuel	-	400	400	400
Total Supplies/Non-Capital Equipment	-	8,200	5,400	8,200
Other Expenditures				
Food and Related Services	-	750	200	750
Total Other Expenditures	-	750	200	750
Total Expenditures	\$ 657,802	\$ 720,322	\$ 651,728	\$ 648,749



Police

David Montgomery, Police Chief

Department Description

The Firestone Police Department is a full service municipal law enforcement agency consisting of five primary divisions: Administration, Patrol, Investigations, Municipal Court and Community Services Officers.

The different areas that make up our department are, patrol services, traffic enforcement unit, K9, detectives and investigations, as well as a narcotics suppression unit, SRO (school resources officer), code enforcement, animal control, and our civilian staff. Our team is trained and specialized in different areas to create a well-rounded unit, encompassing all the needs and levels of service for our community. We pride ourselves in everyone's commitment to training, learning, and operating with integrity.

2020 Achievements

Installation of LEXIPOL police policies.

Goals & Objectives

Hire 1 additional officer for 2021 to increase patrol coverage and to allow special units to expand as needed.

Expand the traffic unit by one officer to help reduce traffic crashes, accidents, and overall traffic safety.

Lease 3 new vehicles for the department. 2 vehicles will be replaced, 1 vehicle will be added to the fleet

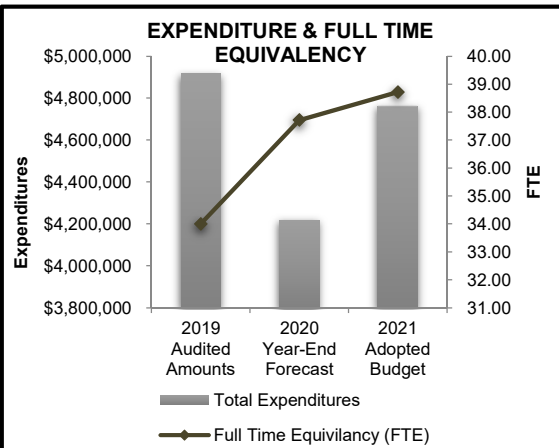
Activity Measures

Category/Measure	2018	2019	2020 Forecast	2021 Forecast
Calls for Service	11,941	10,975	11,900	12,200
Incident Reports Processed	1,240	1,269	1,200	1,300
# of Arrests	515	513	520	550
# of Traffic Accidents Reported	279	327	330	345
Municipal Summons Issued	2,292	1,520	1,500	2,000

Police Department

2021 BUDGET SUMMARY BY FUND		
Fund(s)	Budget	FTE
General Fund	\$ 4,761,779	38.72
Total	\$ 4,761,779	38.72

2021 BUDGET SUMMARY BY DIVISION		
Division/Program(s)	Budget	FTE
Administration	\$ 819,296	5.00
Court	128,346	1.00
Patrol	3,249,946	27.00
CSO/Crossing Guards	277,099	3.72
Investigations	287,092	2.00
Total	\$ 4,761,779	38.72



EXPENDITURE SUMMARY				
	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Staff - Full Time Equivalency (FTE)*	34.00	36.73	37.72	38.72
Expenditures:				
Personnel	\$ 3,647,999	\$ 3,873,382	\$ 3,688,303	\$ 4,318,118
Purchased Services	226,499	265,660	263,455	292,797
Supplies/Non-Capital Equipment	183,322	232,657	124,930	148,364
Capital Outlay	826,995	139,488	139,488	-
Other Expenditures	31,837	2,500	500	2,500
Total Expenditures	\$ 4,916,652	\$ 4,513,687	\$ 4,216,676	\$ 4,761,779

Expenditure Detail

Police Department - General Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 2,659,940	\$ 2,834,161	\$ 2,685,934	\$ 3,132,061
Seasonal/Temporary Wages	19,072	-	10,146	20,967
Overtime	95,982	78,254	78,976	78,954
Medicare	38,679	41,095	45,082	45,717
Unemployment Insurance	8,344	1,456	9,049	9,458
Workers Compensation	55,458	67,360	-	-
Retirement Contributions	296,198	247,419	324,228	369,716
Medical Benefits	375,157	444,316	445,246	494,829
Life/Disability Benefits	24,803	26,736	25,792	29,416
Training/Registration	40,624	92,500	43,400	92,500
Dues/Fees	4,345	3,085	2,650	17,500
Mileage/Travel	215	-	500	400
Uniforms/Town Apparel	29,182	37,000	17,300	26,600
Total Personnel	3,647,999	3,873,382	3,688,303	4,318,118
Purchased Services				
Professional Services	12,940	3,000	1,285	1,500
Legal Services	15,519	30,000	33,061	35,100
Technical Services	30,923	5,398	-	3,935
Communication Services	-	-	482	500
General Services	99,679	180,662	167,027	183,862
Utility Services	43,413	21,600	37,600	37,900
Range Fees	24,025	25,000	24,000	30,000
Total Purchased Services	226,499	265,660	263,455	292,797
Supplies/Non-Capital Equipment				
Office Supplies	24,298	16,000	6,500	7,500
Technology Equipment	20,433	19,760	21,100	-
Operating Supplies	24,127	36,200	29,600	27,865
Leases/Rentals	6,803	47,947	-	-
K-9 Maintenance	2,921	6,500	6,000	6,500
Non-Capital Equipment	39,916	36,250	22,197	41,250
Fuel	64,824	70,000	39,533	65,249
Total Supplies/Non-Capital Equipment	183,322	232,657	124,930	148,364
Capital Outlay				
Capital Equipment	826,995	139,488	139,488	-
Total Capital Outlay	826,995	139,488	139,488	-
Other Expenditures				
Food and Related Services	3,588	2,500	500	2,500
Other	28,249	-	-	-
Total Other Expenditures	31,837	2,500	500	2,500
Total Expenditures	\$ 4,916,652	\$ 4,513,687	\$ 4,216,676	\$ 4,761,779

Expenditure Detail

Administration Division - General Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 2,585,473	\$ 386,716	\$ 415,400	\$ 476,129
Seasonal/Temporary Wages	19,072	-	-	-
Overtime	94,131	-	79	200
Medicare	37,665	5,608	6,538	6,903
Unemployment Insurance	8,128	156	1,370	1,428
Workers Compensation	55,326	3,846	-	-
Retirement Contributions	286,351	37,191	54,716	59,931
Medical Benefits	369,382	33,045	40,944	40,901
Life/Disability Benefits	24,060	3,360	3,809	4,192
Training/Registration	40,221	-	3,000	1,000
Dues/Fees	4,295	3,085	2,200	17,000
Mileage/Travel	215	-	350	250
Uniforms/Town Apparel	28,843	2,000	1,800	2,000
Total Personnel	3,553,162	475,007	530,206	609,934
Purchased Services				
Professional Services	-	1,500	700	-
Legal Services	-	-	5,061	5,100
Technical Services	24,723	5,398	-	-
Communication Services	-	-	482	500
General Services	93,405	170,162	158,027	174,362
Utility Services	40,826	-	1,900	1,900
Total Purchased Services	158,954	177,060	166,170	181,862
Supplies/Non-Capital Equipment				
Office Supplies	23,277	15,000	6,000	7,000
Technology Equipment	20,433	14,260	14,000	-
Operating Supplies	8,369	14,500	14,100	16,500
Non-Capital Equipment	5,945	-	2,447	-
Fuel	73	4,375	1,200	1,500
Total Supplies/Non-Capital Equipment	58,097	48,135	37,747	25,000
Capital Outlay				
Capital Equipment	667,616	-	-	-
Total Capital Outlay	667,616	-	-	-
Other Expenditures				
Food and Related Services	3,588	2,500	500	2,500
Other	27,300	-	-	-
Total Other Expenditures	30,888	2,500	500	2,500
Total Expenditures	\$ 4,468,717	\$ 702,702	\$ 734,623	\$ 819,296

Expenditure Detail

Municipal Court Division - General Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 74,467	\$ 68,510	\$ 65,662	\$ 71,417
Overtime	1,851	-	-	-
Medicare	1,014	993	1,023	1,036
Unemployment Insurance	216	39	208	214
Workers Compensation	132	81	-	-
Retirement Contributions	9,847	9,385	9,497	10,155
Medical Benefits	5,775	6,409	6,520	6,582
Life/Disability Benefits	743	664	663	692
Training/Registration	403	1,000	500	500
Dues/Fees	50	-	-	-
Mileage/Travel	-	-	150	150
Uniforms/Town Apparel	-	1,000	-	100
Total Personnel	94,498	88,081	84,223	90,846
Purchased Services				
Professional Services	12,940	1,500	550	1,500
Legal Services	15,519	30,000	28,000	30,000
Technical Services	6,200	-	-	-
General Services	6,189	10,500	5,000	5,500
Total Purchased Services	40,848	42,000	33,550	37,000
Supplies/Non-Capital Equipment				
Office Supplies	836	1,000	500	500
Technology Equipment	-	5,500	5,000	-
Total Supplies/Non-Capital Equipment	836	6,500	5,500	500
Other Expenditures				
Other	949	-	-	-
Total Other Expenditures	949	-	-	-
Total Expenditures	\$ 137,131	\$ 136,581	\$ 123,273	\$ 128,346

Expenditure Detail

Patrol Division - General Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ -	\$ 2,020,977	\$ 1,887,242	\$ 2,225,086
Overtime	-	75,254	76,818	75,254
Medicare	-	29,304	31,907	32,263
Unemployment Insurance	-	1,014	6,361	6,676
Workers Compensation	-	56,363	-	-
Retirement Contributions	-	161,679	214,891	255,885
Medical Benefits	-	347,532	340,713	377,391
Life/Disability Benefits	-	19,263	18,112	21,104
Training/Registration	-	81,000	35,000	81,000
Dues/Fees	-	-	300	350
Uniforms/Town Apparel	339	28,000	14,500	22,500
Total Personnel	339	2,820,386	2,625,844	3,097,509
Purchased Services				
Professional Services	-	-	35	-
General Services	85	-	4,000	4,000
Utility Services	2,389	19,100	33,500	33,500
Range Fees	24,025	25,000	24,000	30,000
Total Purchased Services	26,499	44,100	61,535	67,500
Supplies/Non-Capital Equipment				
Technology Equipment	-	-	2,100	-
Operating Supplies	448	-	2,500	2,500
Leases/Rentals	6,803	31,738	-	-
K-9 Maintenance	2,921	6,500	6,000	6,500
Non-Capital Equipment	14,117	16,250	16,250	21,250
Fuel	64,077	54,688	33,540	54,687
Total Supplies/Non-Capital Equipment	88,366	109,176	60,390	84,937
Capital Outlay				
Capital Equipment	159,379	139,488	139,488	-
Total Capital Outlay	159,379	139,488	139,488	-
Total Expenditures	\$ 274,583	\$ 3,113,150	\$ 2,887,257	\$ 3,249,946

Expenditure Detail

CSO/Crossing Guards Division - General Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ -	\$ 184,694	\$ 145,067	\$ 172,208
Seasonal/Temporary Wages	-	-	10,146	20,967
Overtime	-	-	874	500
Medicare	-	2,677	2,819	2,800
Unemployment Insurance	-	169	558	579
Workers Compensation	-	2,238	-	-
Retirement Contributions	-	25,303	25,471	22,215
Medical Benefits	-	30,670	31,229	43,350
Life/Disability Benefits	-	1,794	1,575	1,668
Training/Registration	-	1,500	400	1,000
Dues/Fees	-	-	150	150
Uniforms/Town Apparel	-	3,000	500	1,500
Total Personnel	-	252,045	218,789	266,937
Purchased Services				
Utility Services	126	1,600	1,300	1,600
Total Purchased Services	126	1,600	1,300	1,600
Supplies/Non-Capital Equipment				
Operating Supplies	1,239	5,700	2,000	2,000
Leases/Rentals	-	16,208	-	-
Non-Capital Equipment	1,694	-	-	-
Fuel	481	6,563	3,128	6,562
Total Supplies/Non-Capital Equipment	3,414	28,471	5,128	8,562
Total Expenditures	\$ 3,540	\$ 282,116	\$ 225,217	\$ 277,099

Expenditure Detail

Investigations Division - General Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ -	\$ 173,264	\$ 172,563	\$ 187,221
Overtime	-	3,000	1,205	3,000
Medicare	-	2,513	2,795	2,715
Unemployment Insurance	-	78	552	561
Workers Compensation	-	4,832	-	-
Retirement Contributions	-	13,861	19,653	21,530
Medical Benefits	-	26,660	25,840	26,605
Life/Disability Benefits	-	1,655	1,633	1,760
Training/Registration	-	9,000	4,500	9,000
Uniforms/Town Apparel	-	3,000	500	500
Total Personnel	-	237,863	229,241	252,892
Purchased Services				
Technical Services	-	-	-	3,935
Utility Services	72	900	900	900
Total Purchased Services	72	900	900	4,835
Supplies/Non-Capital Equipment				
Office Supplies	185	-	-	-
Operating Supplies	14,071	16,000	11,000	6,865
Non-Capital Equipment	18,160	20,000	3,500	20,000
Fuel	193	4,375	1,665	2,500
Total Supplies/Non-Capital Equipment	32,609	40,375	16,165	29,365
Total Expenditures	\$ 32,681	\$ 279,138	\$ 246,306	\$ 287,092

Public Works

Julie Pasillas, Director of Public Works

Department Description

The Public Works Department oversees the management of the Town's streets, storm drains and other facilities owned by the town, as well as maintenance of parks, right-of-ways and open spaces. The Public Works Department is responsible for the capital improvements, maintenance and repair of the Town's transportation and utility infrastructure, public buildings and town-owned fleet and machinery. The Public Works Department operates within the General Fund, Water Fund and Stormwater Fund, as well as handling projects within the Capital Projects and Conservation Trust Funds. The Public Works Department is organized into multiple divisions which provide the means to allocate costs to appropriate service areas. Divisions within Public Works include Parks, Irrigation, Fleet, Streets, Water Resources, Water Operations, and Stormwater Operations.

2020 Achievements

- Completed crack fill in Stoneridge, Monarch Estates, and Sagebrush subdivisions
- Installation of a recycled asphalt trail in Neighbors Point
- Continued stabilization of gravel roads to reduce maintenance frequency
- Replacement of cross pans and asphalt repair in Historic Firestone area
- Maintenance program for cleaning inlet and outlets storm drainage culverts
- Completion of 2020 meter replacement program
- Sanitary Survey with Colorado Department of Public Health and Environment
- Development of a water valve exercising program
- Firestone Sports Complex improvements including laser grading of infield surfaces and dugout entrance enhancements
- Replacement of backstop at Hart Park baseball field
- Continuation of soil and turf nutrients program
- Resurfacing of the basketball courts in Settlers Park, Hart Park, and Sagebrush Park
- Parks, Open Space and Trails Master Plan
- Installation of master valves at all Town irrigated properties
- Continue upgrading of the irrigation central control system
- Safety and equipment training for staff
- Adoption of the 2020-2050 Water Action Plan
- Started construction of the St Vrain WTP and Gould alluvial well field

Goals & Objectives

- Continued stabilization of gravel roads to reduce maintenance frequency
- Decrease the use of cold mix in patching operations and increase the use of hot mix as a primary repair method
- Continue crack fill program
- Cleanout of large drainage way on the northside of Firestone Blvd
- Identification and replacement of damaged culverts
- Continue with hydrant flushing, water valve exercising, and meter replacement programs
- Continue native seed conversion at additional locations
- Replacement of Settlers Park playgrounds
- Firestone Trail Improvements
- Continue the installation of the master valves and upgrade the to irrigation central control system
- Continued safety training and skill training for all staff
- Continue GIS efforts within all divisions of Public Works

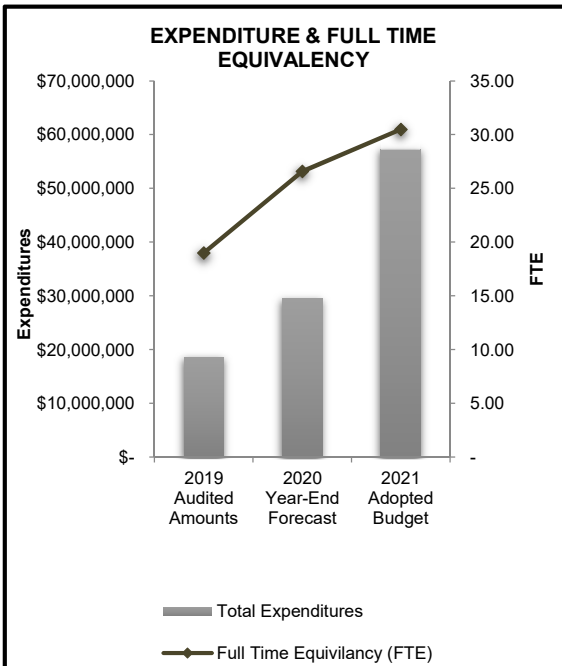
Activity Measures

Category/Measure	2020	Forecast	2021	Forecast
Water Distribution System (# of Miles)		63.58		65.39
Storm Drainage System (# of Miles)		14.48		17.80
Roadway Network (# of Miles)		92.55		99.23
Parks (# of park acres maintained)		400.25		400.30
Trails (# of miles of trails maintained)		25.83		25.83

Public Works

2021 BUDGET SUMMARY BY FUND		
Fund(s)	Budget	FTE
General Fund	\$ 4,354,413	24.10
Capital Projects Fund	9,983,500	-
Conservation Trust Fund	442,750	-
Water Fund	41,090,436	3.40
Stormwater Fund	1,422,268	3.00
Total	\$ 57,293,367	30.50

2021 BUDGET SUMMARY BY DIVISION		
Division/Program(s)	Budget	FTE
Administration	\$ 378,747	2.60
Park Operations	1,178,078	10.00
Irrigation	1,123,057	3.50
Fleet	479,303	2.00
Streets	1,195,228	6.00
Water Resources	4,245,214	0.40
Water Operations	36,845,222	3.00
Stormwater Operations	1,422,268	3.00
Capital Improvement Projects	10,426,250	-
Total	\$ 57,293,367	30.50



EXPENDITURE SUMMARY				
	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Staff - Full Time Equivalency (FTE)*	19.00	31.95	26.60	30.50
Expenditures:				
Personnel	\$ 1,873,815	\$ 2,741,520	\$ 2,138,314	\$ 2,515,946
Purchased Services	3,534,251	4,000,085	3,910,342	4,813,125
Supplies/Non-Capital Equipment	1,385,116	1,918,177	1,897,508	2,154,812
Capital Outlay	11,720,705	11,468,757	21,548,014	47,777,734
Other Expenditures	50,749	50,250	24,050	31,750
Total Expenditures	\$ 18,564,636	\$ 20,178,789	\$ 29,518,228	\$ 57,293,367

Expenditure Detail

Public Works Department - All Funds

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 1,322,572	\$ 1,907,247	\$ 1,483,014	\$ 1,765,038
Overtime	34,034	51,500	20,793	39,200
Medicare	18,470	27,657	25,892	25,594
Unemployment Insurance	3,982	1,443	5,245	5,294
Workers Compensation	27,372	59,294	-	-
Retirement Contributions	181,832	244,993	239,482	250,989
Medical Benefits	208,723	327,721	282,065	291,968
Life/Disability Benefits	12,686	18,415	15,732	17,113
Training/Registration	36,055	56,000	28,000	67,000
Dues/Fees	2,853	15,000	9,500	18,000
Mileage/Travel	-	3,650	1,000	3,650
Uniforms/Town Apparel	25,236	28,600	27,591	32,100
Total Personnel	1,873,815	2,741,520	2,138,314	2,515,946
Purchased Services				
Professional Services	582,337	839,710	746,920	922,500
Legal Services	91,779	136,000	136,000	153,000
Consulting Services	77,880	41,000	41,000	20,000
Technical Services	45,722	212,900	202,790	162,000
Communication Services	-	27,500	10,500	15,000
General Services	497,026	607,000	534,000	688,000
Utility Services	204,211	25,575	128,732	132,625
Water Treatments and Tap Fees	2,035,296	2,110,400	2,110,400	2,720,000
Total Purchased Services	3,534,251	4,000,085	3,910,342	4,813,125
Supplies/Non-Capital Equipment				
Office Supplies	17,139	32,000	15,400	14,500
Technology Equipment	6,277	75,800	56,050	9,500
Operating Supplies	66,527	188,200	181,700	181,000
Leases/Rentals	353,216	341,977	481,358	634,312
Repairs/Maintenance	542,308	991,500	897,500	1,010,000
Non-Capital Equipment	323,401	208,000	190,000	219,000
Fuel	76,248	80,700	75,500	86,500
Total Supplies/Non-Capital Equipment	1,385,116	1,918,177	1,897,508	2,154,812
Capital Outlay				
Property/Rights	-	-	2,000,000	2,000,000
Capital Equipment	659,863	307,512	357,767	453,554
Capital Improvement Projects	11,060,842	11,161,245	19,190,247	45,324,180
Total Capital Outlay	11,720,705	11,468,757	21,548,014	47,777,734
Other Expenditures				
Food and Related Services	1,978	9,250	4,550	8,250
Conservation Program	17,071	25,000	5,000	10,000
Other	31,700	16,000	14,500	13,500
Total Other Expenditures	50,749	50,250	24,050	31,750
Total Expenditures	\$ 18,564,636	\$ 20,178,789	\$ 29,518,228	\$ 57,293,367

Expenditure Detail

Public Works Department - General Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 1,090,350	\$ 1,401,018	\$ 1,159,731	\$ 1,360,942
Overtime	23,316	31,500	13,255	24,200
Medicare	15,326	20,316	18,918	19,734
Unemployment Insurance	3,314	1,053	3,819	4,082
Workers Compensation	22,160	47,321	-	-
Retirement Contributions	151,336	184,731	174,386	193,527
Medical Benefits	173,287	229,795	218,516	227,442
Life/Disability Benefits	10,667	13,507	11,688	13,195
Training/Registration	30,815	45,000	19,500	49,000
Dues/Fees	1,804	10,000	5,500	10,000
Mileage/Travel	-	2,500	1,000	2,500
Uniforms/Town Apparel	21,323	21,500	21,591	24,000
Total Personnel	1,543,698	2,008,241	1,647,904	1,928,622
Purchased Services				
Professional Services	137,189	6,190	5,000	2,500
Consulting Services	77,880	41,000	41,000	20,000
Technical Services	16,063	137,900	129,290	30,500
Communication Services	-	10,000	-	4,500
General Services	93,068	156,000	116,000	190,000
Utility Services	161,282	16,975	116,317	119,675
Total Purchased Services	485,482	368,065	407,607	367,175
Supplies/Non-Capital Equipment				
Office Supplies	16,742	25,500	10,500	9,500
Technology Equipment	6,199	55,500	39,250	1,500
Operating Supplies	36,309	119,200	115,700	130,000
Leases/Rentals	353,216	321,977	461,358	614,312
Repairs/Maintenance	534,881	846,500	757,500	885,000
Non-Capital Equipment	150,807	29,000	13,000	29,000
Fuel	60,528	62,500	57,500	64,500
Total Supplies/Non-Capital Equipment	1,158,682	1,460,177	1,454,808	1,733,812
Capital Outlay				
Capital Equipment	659,863	201,014	225,115	310,804
Capital Improvement Projects	11,051,992	421,000	326,085	-
Total Capital Outlay	11,711,855	622,014	551,200	310,804
Other Expenditures				
Food and Related Services	1,866	5,500	3,300	5,500
Other	1,587	10,000	9,500	8,500
Total Other Expenditures	3,453	15,500	12,800	14,000
Total Expenditures	\$ 14,903,170	\$ 4,473,997	\$ 4,074,319	\$ 4,354,413

Expenditure Detail

Administration Division - General Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 500,413	\$ 223,176	\$ 247,152	\$ 173,246
Overtime	10,027	500	200	500
Medicare	6,998	3,236	3,193	2,512
Unemployment Insurance	1,526	117	646	520
Workers Compensation	10,395	5,694	-	-
Retirement Contributions	69,689	30,575	29,504	24,636
Medical Benefits	78,533	29,914	43,170	24,009
Life/Disability Benefits	4,712	2,108	1,906	1,679
Training/Registration	9,484	5,000	1,000	5,000
Dues/Fees	714	1,000	500	1,000
Mileage/Travel	-	500	-	500
Uniforms/Town Apparel	8,016	1,500	1,500	1,500
Total Personnel	700,507	303,320	328,771	235,102
Purchased Services				
Professional Services	137,189	-	-	-
Technical Services	6,257	13,000	13,000	8,000
Communication Services	-	3,000	-	3,000
General Services	93,068	26,000	6,000	30,000
Utility Services	130,492	2,645	82,000	83,645
Total Purchased Services	367,006	44,645	101,000	124,645
Supplies/Non-Capital Equipment				
Office Supplies	5,374	6,000	6,000	4,000
Technology Equipment	5,806	10,000	10,000	-
Operating Supplies	25,889	5,000	2,000	5,000
Leases/Rentals	45,769	37,435	-	-
Non-Capital Equipment	23,605	5,000	-	5,000
Fuel	27,096	5,000	1,000	1,500
Total Supplies/Non-Capital Equipment	133,539	68,435	19,000	15,500
Capital Outlay				
Capital Improvement Projects	10,181,888	-	163,085	-
Total Capital Outlay	10,181,888	-	163,085	-
Other Expenditures				
Food and Related Services	1,546	1,000	500	1,000
Other	1,351	2,500	2,500	2,500
Total Other Expenditures	2,897	3,500	3,000	3,500
Total Expenditures	\$ 11,385,837	\$ 419,900	\$ 614,856	\$ 378,747

Expenditure Detail

Parks Division - General Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 589,937	\$ 495,275	\$ 435,323	\$ 495,496
Overtime	13,289	10,000	3,674	5,000
Medicare	8,328	7,182	6,953	7,186
Unemployment Insurance	1,788	390	1,396	1,486
Workers Compensation	11,765	13,005	-	-
Retirement Contributions	81,647	66,643	63,769	70,460
Medical Benefits	94,754	71,417	75,762	76,147
Life/Disability Benefits	5,955	4,778	4,370	4,803
Training/Registration	21,331	18,000	8,500	20,000
Dues/Fees	1,090	2,500	1,000	2,500
Mileage/Travel	-	500	500	500
Uniforms/Town Apparel	12,887	9,000	9,000	10,000
Total Personnel	842,771	698,690	610,247	693,578
Purchased Services				
Professional Services	-	6,190	5,000	2,500
Consulting Services	77,880	41,000	41,000	20,000
Technical Services	1,852	-	2,500	2,500
Communication Services	-	3,500	-	1,500
General Services	-	25,000	25,000	30,000
Utility Services	29,167	5,800	17,733	18,000
Total Purchased Services	108,899	81,490	91,233	74,500
Supplies/Non-Capital Equipment				
Office Supplies	11,368	11,000	1,500	1,500
Technology Equipment	393	15,500	10,000	-
Operating Supplies	434	10,000	10,000	15,000
Leases/Rentals	6,987	40,588	10,000	10,000
Repairs/Maintenance	367,396	259,000	200,000	350,000
Non-Capital Equipment	117,472	-	-	-
Fuel	30,069	30,000	30,000	30,000
Total Supplies/Non-Capital Equipment	534,119	366,088	261,500	406,500
Capital Outlay				
Capital Equipment	491,157	30,000	31,584	-
Capital Improvement Projects	140,242	421,000	163,000	-
Total Capital Outlay	631,399	451,000	194,584	-
Other Expenditures				
Food and Related Services	235	1,500	500	1,500
Other	236	2,000	2,000	2,000
Total Other Expenditures	471	3,500	2,500	3,500
Total Expenditures	\$ 2,117,659	\$ 1,600,768	\$ 1,160,064	\$ 1,178,078

Expenditure Detail

Irrigation Division - General Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ -	\$ 200,841	\$ 167,319	\$ 208,019
Overtime	-	10,000	642	2,500
Medicare	-	2,912	2,588	3,016
Unemployment Insurance	-	156	535	623
Workers Compensation	-	3,945	-	-
Retirement Contributions	-	27,515	24,418	29,580
Medical Benefits	-	25,371	27,036	27,147
Life/Disability Benefits	-	1,947	1,631	2,018
Training/Registration	-	6,000	6,000	6,000
Dues/Fees	-	3,000	3,000	3,000
Mileage/Travel	-	500	500	500
Uniforms/Town Apparel	-	3,000	3,091	3,500
Total Personnel	-	285,187	236,760	285,903
Purchased Services				
Technical Services	-	8,000	8,000	9,000
General Services	-	15,000	15,000	15,000
Utility Services	382	3,200	3,200	3,400
Total Purchased Services	382	26,200	26,200	27,400
Supplies/Non-Capital Equipment				
Office Supplies	-	2,500	1,500	1,500
Technology Equipment	-	4,500	3,500	-
Operating Supplies	273	17,700	17,700	20,000
Leases/Rentals	-	10,000	10,000	10,000
Repairs/Maintenance	-	230,000	200,000	125,000
Non-Capital Equipment	4,310	-	-	-
Fuel	569	11,000	5,000	6,500
Total Supplies/Non-Capital Equipment	5,152	275,700	237,700	163,000
Capital Outlay				
Capital Equipment	-	20,000	20,000	-
Total Capital Outlay	-	20,000	20,000	-
Other Expenditures				
Food and Related Services	-	1,000	800	1,000
Other	-	2,500	2,000	2,000
Total Other Expenditures	-	3,500	2,800	3,000
Total Expenditures	\$ 5,534	\$ 610,587	\$ 523,460	\$ 479,303

Expenditure Detail

Fleet Division - General Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ -	\$ 122,270	\$ 90,297	\$ 129,795
Overtime	-	1,000	319	1,200
Medicare	-	1,774	1,597	1,882
Unemployment Insurance	-	117	309	390
Workers Compensation	-	5,484	-	-
Retirement Contributions	-	11,962	14,096	18,457
Medical Benefits	-	28,765	20,290	23,862
Life/Disability Benefits	-	1,186	935	1,259
Training/Registration	-	4,000	1,000	4,000
Dues/Fees	-	500	500	500
Mileage/Travel	-	500	-	500
Uniforms/Town Apparel	420	2,000	2,000	2,000
Total Personnel	420	179,558	131,343	183,845
Purchased Services				
Technical Services	-	9,500	9,500	11,000
Utility Services	63	1,500	1,100	1,500
Total Purchased Services	63	11,000	10,600	12,500
Supplies/Non-Capital Equipment				
Office Supplies	-	4,000	1,000	1,000
Technology Equipment	-	5,000	750	1,500
Operating Supplies	41	11,500	11,000	15,000
Leases/Rentals	300,460	500	437,358	590,312
Repairs/Maintenance	113,319	285,000	285,000	285,000
Non-Capital Equipment	-	14,000	5,000	14,000
Fuel	113	1,500	1,500	1,500
Total Supplies/Non-Capital Equipment	413,933	321,500	741,608	908,312
Capital Outlay				
Capital Equipment	-	31,074	-	17,900
Total Capital Outlay	-	31,074	-	17,900
Other Expenditures				
Food and Related Services	54	500	-	500
Other	-	1,000	1,000	-
Total Other Expenditures	54	1,500	1,000	500
Total Expenditures	\$ 414,470	\$ 544,632	\$ 884,551	\$ 1,123,057

Expenditure Detail

Streets Division - General Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ -	\$ 359,456	\$ 219,640	\$ 354,386
Overtime	-	10,000	8,420	15,000
Medicare	-	5,212	4,587	5,138
Unemployment Insurance	-	273	933	1,063
Workers Compensation	-	19,193	-	-
Retirement Contributions	-	48,036	42,599	50,394
Medical Benefits	-	74,328	52,258	76,277
Life/Disability Benefits	-	3,488	2,846	3,436
Training/Registration	-	12,000	3,000	14,000
Dues/Fees	-	3,000	500	3,000
Mileage/Travel	-	500	-	500
Uniforms/Town Apparel	-	6,000	6,000	7,000
Total Personnel	-	541,486	340,783	530,194
Purchased Services				
Technical Services	7,954	107,400	96,290	-
Communication Services	-	3,500	-	-
General Services	-	90,000	70,000	115,000
Utility Services	1,178	3,830	12,284	13,130
Total Purchased Services	9,132	204,730	178,574	128,130
Supplies/Non-Capital Equipment				
Office Supplies	-	2,000	500	1,500
Technology Equipment	-	20,500	15,000	-
Operating Supplies	9,672	75,000	75,000	75,000
Leases/Rentals	-	233,454	4,000	4,000
Repairs/Maintenance	54,166	72,500	72,500	125,000
Non-Capital Equipment	5,420	10,000	8,000	10,000
Fuel	2,681	15,000	20,000	25,000
Total Supplies/Non-Capital Equipment	71,939	428,454	195,000	240,500
Capital Outlay				
Capital Equipment	168,706	119,940	173,531	292,904
Capital Improvement Projects	729,862	-	-	-
Total Capital Outlay	898,568	119,940	173,531	292,904
Other Expenditures				
Food and Related Services	31	1,500	1,500	1,500
Other	-	2,000	2,000	2,000
Total Other Expenditures	31	3,500	3,500	3,500
Total Expenditures	\$ 979,670	\$ 1,298,110	\$ 891,388	\$ 1,195,228

Expenditure Detail

Public Works Department - Capital Projects Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Capital Outlay				
Capital Improvement Projects	\$ 8,850	\$ 5,430,500	\$ 4,144,457	\$ 9,983,500
Total Capital Outlay	8,850	5,430,500	4,144,457	9,983,500
Total Expenditures	\$ 8,850	\$ 5,430,500	\$ 4,144,457	\$ 9,983,500

Public Works Department - Conservation Trust Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Capital Outlay				
Capital Equipment	\$ -	\$ -	\$ -	\$ 142,750
Capital Improvement Projects	-	-	-	300,000
Total Capital Outlay	-	-	-	442,750
Total Expenditures	\$ -	\$ -	\$ -	\$ 442,750

Expenditure Detail

Public Works Department - Water Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 128,784	\$ 295,804	\$ 135,070	\$ 225,489
Overtime	8,391	10,000	4,071	10,000
Medicare	1,809	4,290	3,774	3,270
Unemployment Insurance	376	234	772	676
Workers Compensation	3,079	6,402	-	-
Retirement Contributions	17,159	35,309	35,254	32,064
Medical Benefits	17,859	53,243	32,085	31,619
Life/Disability Benefits	1,131	2,869	2,124	2,188
Training/Registration	5,240	11,000	6,000	12,000
Dues/Fees	1,049	5,000	3,000	5,000
Mileage/Travel	-	650	-	650
Uniforms/Town Apparel	2,283	4,100	4,000	5,100
Total Personnel	187,160	428,901	226,150	328,056
Purchased Services				
Professional Services	411,535	773,520	731,920	920,000
Legal Services	91,779	136,000	136,000	153,000
Technical Services	29,659	65,000	70,000	90,000
Communication Services	-	14,000	10,500	10,500
General Services	403,958	416,000	403,000	443,000
Utility Services	41,896	7,400	11,215	11,450
Water Treatments and Tap Fees	2,035,296	2,110,400	2,110,400	2,720,000
Total Purchased Services	3,014,123	3,522,320	3,473,035	4,347,950
Supplies/Non-Capital Equipment				
Office Supplies	397	5,000	4,000	3,500
Technology Equipment	78	15,300	12,800	8,000
Operating Supplies	30,191	34,000	36,000	36,000
Repairs/Maintenance	4,237	100,000	100,000	100,000
Non-Capital Equipment	171,696	174,000	172,000	190,000
Fuel	8,536	8,200	8,000	12,000
Total Supplies/Non-Capital Equipment	215,135	336,500	332,800	349,500
Capital Outlay				
Property/Rights	-	-	2,000,000	2,000,000
Capital Equipment	-	106,498	106,498	-
Capital Improvement Projects	-	5,289,745	14,719,705	34,050,180
Total Capital Outlay	-	5,396,243	16,826,203	36,050,180
Other Expenditures				
Food and Related Services	58	2,750	750	1,750
Conservation Program	17,071	25,000	5,000	10,000
Other	28,768	3,000	3,000	3,000
Total Other Expenditures	45,897	30,750	8,750	14,750
Total Expenditures	\$ 3,462,315	\$ 9,714,714	\$ 20,866,938	\$ 41,090,436

Expenditure Detail

Water Resources Division - Water Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 8,190	\$ 82,844	\$ 58,016	\$ 59,221
Medicare	33	1,201	1,167	859
Unemployment Insurance	-	78	238	178
Workers Compensation	-	98	-	-
Retirement Contributions	-	11,350	10,878	8,421
Medical Benefits	-	9,301	9,647	5,711
Life/Disability Benefits	-	803	554	574
Training/Registration	-	3,000	1,000	2,000
Dues/Fees	633	2,000	2,000	2,000
Mileage/Travel	-	150	-	150
Uniforms/Town Apparel	-	100	-	100
Total Personnel	8,856	110,925	83,500	79,214
Purchased Services				
Professional Services	390,862	446,600	405,000	600,000
Legal Services	91,779	136,000	136,000	153,000
Technical Services	13,921	-	-	-
Communication Services	-	10,500	10,500	10,500
General Services	14,001	388,000	388,000	415,000
Utility Services	450	900	215	250
Total Purchased Services	511,013	982,000	939,715	1,178,750
Supplies/Non-Capital Equipment				
Office Supplies	141	3,000	2,000	2,000
Technology Equipment	-	800	800	-
Operating Supplies	19,622	1,000	1,000	1,000
Non-Capital Equipment	-	2,000	-	-
Fuel	-	200	-	-
Total Supplies/Non-Capital Equipment	19,763	7,000	3,800	3,000
Capital Outlay				
Property/Rights	-	-	2,000,000	2,000,000
Capital Improvement Projects	-	997,750	997,750	973,000
Total Capital Outlay	-	997,750	2,997,750	2,973,000
Other Expenditures				
Food and Related Services	-	250	250	250
Conservation Program	17,071	25,000	5,000	10,000
Other	3,636	1,000	1,000	1,000
Total Other Expenditures	20,707	26,250	6,250	11,250
Total Expenditures	\$ 560,339	\$ 2,123,925	\$ 4,031,015	\$ 4,245,214

Expenditure Detail

Water Operations Division - Water Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 120,594	\$ 212,960	\$ 77,054	\$ 166,268
Overtime	8,391	10,000	4,071	10,000
Medicare	1,776	3,089	2,607	2,411
Unemployment Insurance	376	156	534	498
Workers Compensation	3,079	6,304	-	-
Retirement Contributions	17,159	23,959	24,376	23,643
Medical Benefits	17,859	43,942	22,438	25,908
Life/Disability Benefits	1,131	2,066	1,570	1,614
Training/Registration	5,240	8,000	5,000	10,000
Dues/Fees	416	3,000	1,000	3,000
Mileage/Travel	-	500	-	500
Uniforms/Town Apparel	2,283	4,000	4,000	5,000
Total Personnel	178,304	317,976	142,650	248,842
Purchased Services				
Professional Services	20,673	326,920	326,920	320,000
Technical Services	15,738	65,000	70,000	90,000
Communication Services	-	3,500	-	-
General Services	389,957	28,000	15,000	28,000
Utility Services	41,446	6,500	11,000	11,200
Water Treatments and Tap Fees	2,035,296	2,110,400	2,110,400	2,720,000
Total Purchased Services	2,503,110	2,540,320	2,533,320	3,169,200
Supplies/Non-Capital Equipment				
Office Supplies	256	2,000	2,000	1,500
Technology Equipment	78	14,500	12,000	8,000
Operating Supplies	10,569	33,000	35,000	35,000
Repairs/Maintenance	4,237	100,000	100,000	100,000
Non-Capital Equipment	171,696	172,000	172,000	190,000
Fuel	8,536	8,000	8,000	12,000
Total Supplies/Non-Capital Equipment	195,372	329,500	329,000	346,500
Capital Outlay				
Capital Equipment	-	106,498	106,498	-
Capital Improvement Projects	-	4,291,995	13,721,955	33,077,180
Total Capital Outlay	-	4,398,493	13,828,453	33,077,180
Other Expenditures				
Food and Related Services	58	2,500	500	1,500
Other	25,132	2,000	2,000	2,000
Total Other Expenditures	25,190	4,500	2,500	3,500
Total Expenditures	\$ 2,901,976	\$ 7,590,789	\$ 16,835,923	\$ 36,845,222

Expenditure Detail

Public Works Department - Stormwater Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 103,438	\$ 210,425	\$ 188,213	\$ 178,607
Overtime	2,327	10,000	3,467	5,000
Medicare	1,335	3,051	3,200	2,590
Unemployment Insurance	292	156	654	536
Workers Compensation	2,133	5,571	-	-
Retirement Contributions	13,337	24,953	29,842	25,398
Medical Benefits	17,577	44,683	31,464	32,907
Life/Disability Benefits	888	2,039	1,920	1,730
Training/Registration	-	-	2,500	6,000
Dues/Fees	-	-	1,000	3,000
Mileage/Travel	-	500	-	500
Uniforms/Town Apparel	1,630	3,000	2,000	3,000
Total Personnel	142,957	304,378	264,260	259,268
Purchased Services				
Professional Services	33,613	60,000	10,000	-
Technical Services	-	10,000	3,500	41,500
Communication Services	-	3,500	-	-
General Services	-	35,000	15,000	55,000
Utility Services	1,033	1,200	1,200	1,500
Total Purchased Services	34,646	109,700	29,700	98,000
Supplies/Non-Capital Equipment				
Office Supplies	-	1,500	900	1,500
Technology Equipment	-	5,000	4,000	-
Operating Supplies	27	35,000	30,000	15,000
Leases/Rentals	-	20,000	20,000	20,000
Repairs/Maintenance	3,190	45,000	40,000	25,000
Non-Capital Equipment	898	5,000	5,000	-
Fuel	7,184	10,000	10,000	10,000
Total Supplies/Non-Capital Equipment	11,299	121,500	109,900	71,500
Capital Outlay				
Capital Equipment	-	-	26,154	-
Capital Improvement Projects	-	20,000	-	990,500
Total Capital Outlay	-	20,000	26,154	990,500
Other Expenditures				
Food and Related Services	54	1,000	500	1,000
Other	1,345	3,000	2,000	2,000
Total Other Expenditures	1,399	4,000	2,500	3,000
Total Expenditures	\$ 190,301	\$ 559,578	\$ 432,514	\$ 1,422,268

Expenditure Detail

Stormwater Operations Division - Stormwater Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 103,438	\$ 210,425	\$ 188,213	\$ 178,607
Overtime	2,327	10,000	3,467	5,000
Medicare	1,335	3,051	3,200	2,590
Unemployment Insurance	292	156	654	536
Workers Compensation	2,133	5,571	-	-
Retirement Contributions	13,337	24,953	29,842	25,398
Medical Benefits	17,577	44,683	31,464	32,907
Life/Disability Benefits	888	2,039	1,920	1,730
Training/Registration	-	-	2,500	6,000
Dues/Fees	-	-	1,000	3,000
Mileage/Travel	-	500	-	500
Uniforms/Town Apparel	1,630	3,000	2,000	3,000
Total Personnel	142,957	304,378	264,260	259,268
Purchased Services				
Professional Services	33,613	60,000	10,000	-
Technical Services	-	10,000	3,500	41,500
Communication Services	-	3,500	-	-
General Services	-	35,000	15,000	55,000
Utility Services	1,033	1,200	1,200	1,500
Total Purchased Services	34,646	109,700	29,700	98,000
Supplies/Non-Capital Equipment				
Office Supplies	-	1,500	900	1,500
Technology Equipment	-	5,000	4,000	-
Operating Supplies	27	35,000	30,000	15,000
Leases/Rentals	-	20,000	20,000	20,000
Repairs/Maintenance	3,190	45,000	40,000	25,000
Non-Capital Equipment	898	5,000	5,000	-
Fuel	7,184	10,000	10,000	10,000
Total Supplies/Non-Capital Equipment	11,299	121,500	109,900	71,500
Capital Outlay				
Capital Equipment	-	-	26,154	-
Capital Improvement Projects	-	20,000	-	990,500
Total Capital Outlay	-	20,000	26,154	990,500
Other Expenditures				
Food and Related Services	54	1,000	500	1,000
Other	1,345	3,000	2,000	2,000
Total Other Expenditures	1,399	4,000	2,500	3,000
Total Expenditures	\$ 190,301	\$ 559,578	\$ 432,514	\$ 1,422,268



Engineering

Matt Wiederspahn, P.E., Town Engineer

Department Description

Engineering provides technical review, guidance, and construction oversight of the Town's growing public infrastructure. Engineering also houses the Town's Geographic Information System (GIS) which gathers, manages, analyzes, and displays geospatial data in support of several departments and functions within the Town.

2020 Achievements

- Completed re-write of the Town's Engineering Standards and Specifications for Design and Construction.
- Completed bringing engineering development review in house.
- Hired a Stormwater Coordinate and brought the Town into compliance with our State MS4 (Stormwater) Permit
- Started the creation of a Transportation Master Plan
- Created a new GIS WebHub on the Town's website to provide easier access to a wider range of Town maps.
- Streamlined the Right-of-way Permit review and issuance process for quicker approvals and permit issuance.

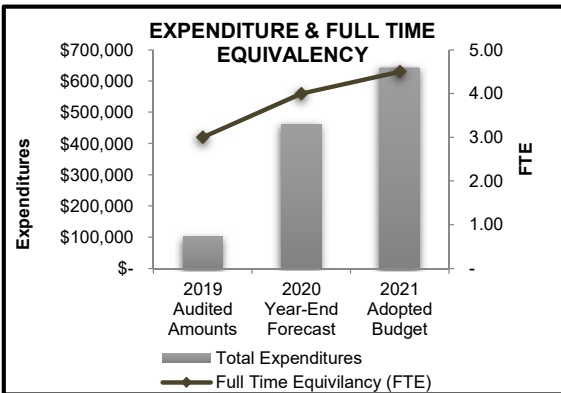
Goals & Objectives

- Complete the Transportation Master Plan
- Begin bringing construction inspection and some Capital Improvement Project management in house.
- Start a Town wide Drainage Master Plan.
- Continue to reduce the usage of consultants for day-to-day Engineering and GIS related tasks.
- Implement a Public Improvement Permit for the construction of development related infrastructure.

Engineering

2021 BUDGET SUMMARY BY FUND		
Fund(s)	Budget	FTE
General Fund	\$ 349,088	2.30
Water Fund	81,493	0.60
Stormwater Fund	210,578	1.60
Total	\$ 641,159	4.50

2021 BUDGET SUMMARY BY DIVISION		
Division/Program(s)	Budget	FTE
Administration/Operations	\$ 522,691	3.50
GIS	118,468	1.00
Total	\$ 641,159	4.50



EXPENDITURE SUMMARY				
	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Staff - Full Time Equivalency (FTE)*	3.00	4.00	4.00	4.50
Expenditures:				
Personnel	\$ 85,524	\$ 295,991	\$ 276,426	\$ 409,545
Purchased Services	17,507	438,244	169,010	220,664
Supplies/Non-Capital Equipment	123	15,635	15,200	9,750
Other Expenditures	-	775	775	1,200
Total Expenditures	\$ 103,154	\$ 750,644	\$ 461,411	\$ 641,159

Expenditure Detail

Engineering Department - All Funds

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 68,659	\$ 210,386	\$ 194,830	\$ 295,057
Overtime	-	500	-	500
Stipend	-	300	300	900
Medicare	-	3,055	2,989	4,216
Unemployment Insurance	-	117	617	867
Workers Compensation	-	249	-	-
Retirement Contributions	-	23,807	28,199	40,446
Medical Benefits	14,000	38,743	44,362	47,895
Life/Disability Benefits	-	2,034	1,729	2,814
Training/Registration	-	10,000	700	7,000
Dues/Fees	2,865	3,600	1,600	4,700
Mileage/Travel	-	2,500	500	3,750
Uniforms/Town Apparel	-	700	600	1,400
Total Personnel	85,524	295,991	276,426	409,545
Purchased Services				
Professional Services	13,814	403,200	150,000	190,000
Legal Services	-	500	-	-
Consulting Services	3,491	-	-	-
Technical Services	56	22,000	14,000	14,500
General Services	-	11,200	3,700	15,000
Utility Services	146	1,344	1,310	1,164
Total Purchased Services	17,507	438,244	169,010	220,664
Supplies/Non-Capital Equipment				
Office Supplies	123	1,300	1,300	2,250
Technology Equipment	-	2,500	2,500	4,000
Operating Supplies	-	500	500	2,000
Leases/Rentals	-	7,935	8,000	-
Non-Capital Equipment	-	2,500	2,500	1,000
Fuel	-	900	400	500
Total Supplies/Non-Capital Equipment	123	15,635	15,200	9,750
Other Expenditures				
Food and Related Services	-	775	775	1,200
Total Other Expenditures	-	775	775	1,200
Total Expenditures	\$ 103,154	\$ 750,644	\$ 461,411	\$ 641,159

Expenditure Detail

Engineering Department - General Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 68,659	\$ 210,386	\$ 194,830	\$ 103,482
Overtime	-	500	-	350
Stipend	-	300	300	600
Medicare	-	3,055	2,989	1,471
Unemployment Insurance	-	117	617	303
Workers Compensation	-	249	-	-
Retirement Contributions	-	23,807	28,199	13,960
Medical Benefits	14,000	38,743	44,362	20,120
Life/Disability Benefits	-	2,034	1,729	978
Training/Registration	-	5,000	700	3,100
Dues/Fees	2,865	2,100	1,600	1,880
Mileage/Travel	-	2,500	500	1,900
Uniforms/Town Apparel	-	700	600	820
Total Personnel	85,524	289,491	276,426	148,964
Purchased Services				
Professional Services	13,814	403,200	150,000	176,000
Legal Services	-	500	-	-
Consulting Services	3,491	-	-	-
Technical Services	56	22,000	14,000	7,200
General Services	-	11,200	3,700	10,000
Utility Services	146	1,344	1,310	1,164
Total Purchased Services	17,507	438,244	169,010	194,364
Supplies/Non-Capital Equipment				
Office Supplies	123	1,300	1,300	1,300
Technology Equipment	-	2,500	2,500	2,600
Operating Supplies	-	500	500	350
Leases/Rentals	-	7,935	8,000	-
Non-Capital Equipment	-	2,500	2,500	700
Fuel	-	900	400	350
Total Supplies/Non-Capital Equipment	123	15,635	15,200	5,300
Other Expenditures				
Food and Related Services	-	775	775	460
Total Other Expenditures	-	775	775	460
Total Expenditures	\$ 103,154	\$ 744,144	\$ 461,411	\$ 349,088

Expenditure Detail

Administration Division - General Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ 68,659	\$ 136,881	\$ 123,291	\$ 74,817
Overtime	-	-	-	350
Stipend	-	300	300	300
Medicare	-	1,989	1,840	1,051
Unemployment Insurance	-	78	391	217
Workers Compensation	-	162	-	-
Retirement Contributions	-	13,736	17,857	9,884
Medical Benefits	14,000	20,196	25,514	13,468
Life/Disability Benefits	-	1,322	1,015	701
Training/Registration	-	1,000	500	700
Dues/Fees	-	2,000	1,500	1,820
Mileage/Travel	-	500	-	700
Uniforms/Town Apparel	-	400	400	700
Total Personnel	82,659	178,564	172,608	104,708
Purchased Services				
Professional Services	13,814	400,000	145,000	170,000
Technical Services	-	4,000	4,000	-
General Services	-	11,200	3,700	10,000
Utility Services	53	684	650	684
Total Purchased Services	13,867	415,884	153,350	180,684
Supplies/Non-Capital Equipment				
Office Supplies	84	500	500	700
Technology Equipment	-	1,000	1,000	1,400
Operating Supplies	-	500	500	350
Non-Capital Equipment	-	-	-	700
Fuel	-	500	-	350
Total Supplies/Non-Capital Equipment	84	2,500	2,000	3,500
Other Expenditures				
Food and Related Services	-	400	400	280
Total Other Expenditures	-	400	400	280
Total Expenditures	\$ 96,610	\$ 597,348	\$ 328,358	\$ 289,172

Expenditure Detail

GIS Division - General Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ -	\$ 73,505	\$ 71,539	\$ 28,665
Overtime	-	500	-	-
Stipend	-	-	-	300
Medicare	-	1,066	1,149	420
Unemployment Insurance	-	39	226	86
Workers Compensation	-	87	-	-
Retirement Contributions	-	10,070	10,342	4,076
Medical Benefits	-	18,547	18,848	6,652
Life/Disability Benefits	-	712	714	277
Training/Registration	-	4,000	200	2,400
Dues/Fees	2,865	100	100	60
Mileage/Travel	-	2,000	500	1,200
Uniforms/Town Apparel	-	300	200	120
Total Personnel	2,865	110,926	103,818	44,256
Purchased Services				
Professional Services	-	3,200	5,000	6,000
Legal Services	-	500	-	-
Consulting Services	3,491	-	-	-
Technical Services	56	18,000	10,000	7,200
Utility Services	93	660	660	480
Total Purchased Services	3,640	22,360	15,660	13,680
Supplies/Non-Capital Equipment				
Office Supplies	39	800	800	600
Technology Equipment	-	1,500	1,500	1,200
Leases/Rentals	-	7,935	8,000	-
Non-Capital Equipment	-	2,500	2,500	-
Fuel	-	400	400	-
Total Supplies/Non-Capital Equipment	39	13,135	13,200	1,800
Other Expenditures				
Food and Related Services	-	375	375	180
Total Other Expenditures	-	375	375	180
Total Expenditures	\$ 6,544	\$ 146,796	\$ 133,053	\$ 59,916

Expenditure Detail

Engineering Department - Water Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ -	\$ -	\$ -	\$ 54,115
Overtime	-	-	-	75
Medicare	-	-	-	766
Unemployment Insurance	-	-	-	157
Retirement Contributions	-	-	-	7,302
Medical Benefits	-	-	-	10,594
Life/Disability Benefits	-	-	-	514
Training/Registration	-	-	-	950
Dues/Fees	-	-	-	410
Mileage/Travel	-	-	-	550
Uniforms/Town Apparel	-	-	-	190
Total Personnel	-	-	-	75,623
Purchased Services				
Professional Services	-	-	-	2,000
Technical Services	-	-	-	2,400
Total Purchased Services	-	-	-	4,400
Supplies/Non-Capital Equipment				
Office Supplies	-	-	-	350
Technology Equipment	-	-	-	700
Operating Supplies	-	-	-	75
Non-Capital Equipment	-	-	-	150
Fuel	-	-	-	75
Total Supplies/Non-Capital Equipment	-	-	-	1,350
Other Expenditures				
Food and Related Services	-	-	-	120
Total Other Expenditures	-	-	-	120
Total Expenditures	\$ -	\$ -	\$ -	\$ 81,493

Expenditure Detail

Administration Division - Water Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ -	\$ -	\$ -	\$ 37,735
Overtime	-	-	-	75
Medicare	-	-	-	528
Unemployment Insurance	-	-	-	108
Retirement Contributions	-	-	-	4,973
Medical Benefits	-	-	-	6,793
Life/Disability Benefits	-	-	-	355
Training/Registration	-	-	-	150
Dues/Fees	-	-	-	390
Mileage/Travel	-	-	-	150
Uniforms/Town Apparel	-	-	-	150
Total Personnel	-	-	-	51,407
Supplies/Non-Capital Equipment				
Office Supplies	-	-	-	150
Technology Equipment	-	-	-	300
Operating Supplies	-	-	-	75
Non-Capital Equipment	-	-	-	150
Fuel	-	-	-	75
Total Supplies/Non-Capital Equipment	-	-	-	750
Other Expenditures				
Food and Related Services	-	-	-	60
Total Other Expenditures	-	-	-	60
Total Expenditures	\$ -	\$ -	\$ -	\$ 52,217

Expenditure Detail

GIS Division - Water Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ -	\$ -	\$ -	16,380
Medicare	-	-	-	238
Unemployment Insurance	-	-	-	49
Retirement Contributions	-	-	-	2,329
Medical Benefits	-	-	-	3,801
Life/Disability Benefits	-	-	-	159
Training/Registration	-	-	-	800
Dues/Fees	-	-	-	20
Mileage/Travel	-	-	-	400
Uniforms/Town Apparel	-	-	-	40
Total Personnel	-	-	-	24,216
Purchased Services				
Professional Services	-	-	-	2,000
Technical Services	-	-	-	2,400
Total Purchased Services	-	-	-	4,400
Supplies/Non-Capital Equipment				
Office Supplies	-	-	-	200
Technology Equipment	-	-	-	400
Total Supplies/Non-Capital Equipment	-	-	-	600
Other Expenditures				
Food and Related Services	-	-	-	60
Total Other Expenditures	-	-	-	60
Total Expenditures	\$ -	\$ -	\$ -	\$ 29,276

Expenditure Detail

Engineering Department - Stormwater Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ -	\$ -	\$ -	\$ 137,460
Overtime	-	-	-	75
Stipend	-	-	-	300
Medicare	-	-	-	1,979
Unemployment Insurance	-	-	-	407
Retirement Contributions	-	-	-	19,184
Medical Benefits	-	-	-	17,181
Life/Disability Benefits	-	-	-	1,322
Training/Registration	-	5,000	-	2,950
Dues/Fees	-	1,500	-	2,410
Mileage/Travel	-	-	-	1,300
Uniforms/Town Apparel	-	-	-	390
Total Personnel	-	6,500	-	184,958
Purchased Services				
Professional Services	-	-	-	12,000
Technical Services	-	-	-	4,900
General Services	-	-	-	5,000
Total Purchased Services	-	-	-	21,900
Supplies/Non-Capital Equipment				
Office Supplies	-	-	-	600
Technology Equipment	-	-	-	700
Operating Supplies	-	-	-	1,575
Non-Capital Equipment	-	-	-	150
Fuel	-	-	-	75
Total Supplies/Non-Capital Equipment	-	-	-	3,100
Other Expenditures				
Food and Related Services	-	-	-	620
Total Other Expenditures	-	-	-	620
Total Expenditures	\$ -	\$ 6,500	\$ -	\$ 210,578

Expenditure Detail

Administration Division - Stormwater Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ -	\$ -	\$ -	\$ 121,080
Overtime	-	-	-	75
Stipend	-	-	-	300
Medicare	-	-	-	1,741
Unemployment Insurance	-	-	-	358
Retirement Contributions	-	-	-	16,855
Medical Benefits	-	-	-	13,380
Life/Disability Benefits	-	-	-	1,163
Training/Registration	-	1,000	-	2,150
Dues/Fees	-	1,500	-	2,390
Mileage/Travel	-	-	-	900
Uniforms/Town Apparel	-	-	-	350
Total Personnel	-	2,500	-	160,742
Purchased Services				
Professional Services	-	-	-	10,000
Technical Services	-	-	-	2,500
General Services	-	-	-	5,000
Total Purchased Services	-	-	-	17,500
Supplies/Non-Capital Equipment				
Office Supplies	-	-	-	400
Technology Equipment	-	-	-	300
Operating Supplies	-	-	-	1,575
Non-Capital Equipment	-	-	-	150
Fuel	-	-	-	75
Total Supplies/Non-Capital Equipment	-	-	-	2,500
Other Expenditures				
Food and Related Services	-	-	-	560
Total Other Expenditures	-	-	-	560
Total Expenditures	\$ -	\$ 2,500	\$ -	\$ 181,302

Expenditure Detail

GIS Division - Stormwater Fund

	2019 Audited Amounts	2020 Adopted Budget	2020 Year-End Forecast	2021 Adopted Budget
Personnel				
Regular Wages	\$ -	\$ -	\$ -	\$ 16,380
Medicare	-	-	-	238
Unemployment Insurance	-	-	-	49
Retirement Contributions	-	-	-	2,329
Medical Benefits	-	-	-	3,801
Life/Disability Benefits	-	-	-	159
Training/Registration	-	4,000	-	800
Dues/Fees	-	-	-	20
Mileage/Travel	-	-	-	400
Uniforms/Town Apparel	-	-	-	40
Total Personnel	-	4,000	-	24,216
Purchased Services				
Professional Services	-	-	-	2,000
Technical Services	-	-	-	2,400
Total Purchased Services	-	-	-	4,400
Supplies/Non-Capital Equipment				
Office Supplies	-	-	-	200
Technology Equipment	-	-	-	400
Total Supplies/Non-Capital Equipment	-	-	-	600
Other Expenditures				
Food and Related Services	-	-	-	60
Total Other Expenditures	-	-	-	60
Total Expenditures	\$ -	\$ 4,000	\$ -	\$ 29,276



Program Overview

Capital Improvement Program

The Town of Firestone's Capital Improvement Program (CIP) identifies and provides a summary of all planned capital projects and corresponding funding sources for the ensuing five-year period. The 2021 budget includes \$47,324,180 in capital improvement projects.

In order to be included in the CIP, a project must meet the following requirements:

- Total costs of the project are expected to meet or exceed \$5,000.
- The resulting project will have a useful life of more than one year.
- The project will result in the creation of a new asset or the extension of an existing asset's useful life, value, and/or operational capacity

During the preparation process, staff focused on setting priorities and identifying which projects or phases of projects could reasonably be accomplished within each year. Contractual obligations as well as funding limitations and needs were also considered in setting the priorities.

Capital improvement projects are funded through a variety of sources including the use of reserves, restricted and designated revenues, debt financing, grant awards, and available operating revenues. All available current and estimated future resources were considered when identifying planned capital improvements. The forecasted costs of each capital project meet, but do not exceed, the limitations of the identified funding sources.

The following pages provide a summary listing of the planned capital projects by fund. Each fund summary is then followed by individual project worksheets which provide project dates, total estimated costs, a brief description of the project, as well as any ongoing operating costs or savings associated with the project. Corresponding funding sources by project year are also presented.



CAPITAL IMPROVEMENT PROGRAM SUMMARY
Capital Projects Fund

Capital Expenditures	2020 Adopted Budget	2020 Year-End Forecasts	2020 Estimated Carry Over	2021 Proposed Budget	2022 Estimate	2023 Estimate	2024 Estimate	2025 Estimate	5-Year Total	Funding Source
Neighbor's Point Park	-	30,000	-	2,000,000	-	-	-	-	2,000,000	Park Impact Fees
Sculptures	-	8,000	-	10,000	50,000	-	-	-	60,000	Park Impact Fees
Pavement Maintenance	100,000	100,000	-	250,000	850,000	850,000	850,000	850,000	3,650,000	1% Sales Tax
Dust Control	50,000	50,000	-	60,000	60,000	120,000	120,000	120,000	480,000	1% Sales Tax
Street and Crosswalk Striping	10,000	10,000	-	10,000	10,000	10,000	10,000	10,000	50,000	1% Sales Tax
Street Signs Program	7,500	7,500	-	12,000	12,000	12,000	12,000	12,000	60,000	1% Sales Tax
Town Hall Extension	3,900,000	3,500,000	-	4,000,000	-	-	-	-	4,000,000	COP's/6% Sales tax
Public Works Administration Offices Building	2,643,000	250,000	-	2,750,000	-	-	-	-	2,750,000	COP's
Historic Firestone Street Replacement	-	-	-	621,500	640,000	660,000	679,000	679,000	3,279,500	1% Sales Tax
Frontage Road Bridge Repairs	-	163,957	-	-	-	-	-	-	-	1% Sales Tax
Two Hunters Park	349,034	25,000	-	-	-	-	-	-	-	Park Impact Fees
Frontier St Paving (McClure to Grant)	-	-	-	-	676,000	-	-	-	676,000	1% Sales Tax
Central Park Master Plan	-	-	-	250,000	-	-	-	-	250,000	Park Impact Fees
Harney Park	-	-	-	-	200,000	-	-	-	200,000	Park Impact Fees
Mountain Shadows Park	-	-	-	-	150,000	-	-	-	150,000	Park Impact Fees
Traffic Signal Upgrade	-	-	-	20,000	20,000	20,000	20,000	20,000	100,000	1% Sales Tax
Weid Count Rd 20 Coal Ridge Ditch Crossing	-	-	-	-	1,500,000	-	-	-	1,500,000	1% Sales Tax
Weid Count Rd 26 Last Chance Ditch Crossing	-	-	-	-	1,700,000	-	-	-	1,700,000	1% Sales Tax
Total Capital Expenditures	\$ 7,059,534	\$ 4,144,457	\$ -	\$ 9,983,500	\$ 5,868,000	\$ 1,672,000	\$ 1,691,000	\$ 1,691,000	\$ 20,905,500	

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Neighbor's Point Park
Project Dates: **Begin:** 2020 **Finish:** 2021
Comprehensive Project Cost: \$2,000,000.00

Future Operational Impact: ☐ Yes
☒ No

Description/Justification:

The Neighbors Point Park project is a new regional park that addresses a major recreational gap near the Town's core. The park will include trails, shade structures, native and irrigated landscape, exercise stations, a putting green, and a synthetic surface multi-sport playing field. Neighbors Point is anticipated to include 345 platted lots.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
Park Impact Fees	2,000,000					\$ 2,000,000
						-
						-
						-
						-
Total Revenue	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design	50,000					50,000
Construction	1,950,000					1,950,000
Materials						-
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Sculptures
Project Dates: **Begin:** 2021 **Finish:** 2022
Comprehensive Project Cost: \$60,000.00

Future Operational Impact: ☐ Yes
☒ No

Description/Justification:

This project is to appropriate funds to add sculptures in the Town's parks, trails and open spaces. The Cultural Committee leads tis project for the Town.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
Park Impact Fees	10,000	50,000				\$ 60,000
						-
						-
						-
						-
Total Revenue	\$ 10,000	\$ 50,000	\$ -	\$ -	\$ -	\$ 60,000

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction						-
Materials	10,000	50,000				60,000
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ 10,000	\$ 50,000	\$ -	\$ -	\$ -	\$ 60,000

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Pavement Maintenance
Project Dates: **Begin:** 2021 **Finish:** 2025
Comprehensive Project Cost: \$3,650,000.00

Future Operational Impact: ☒ Yes
☐ No

Description/Justification:

The Annual funds are for roadway maintenance of minor asphalt replacement, chip, or slurry seal. This improvement would be used in the preservation of currently deteriorating roadways and drive surfaces. Asphalt replacement would be limited to large patches to remedy current water flow issues and surface imperfections that could eventually lead to the breakdown of roadways, creating the need for total reconstruction and rehabilitation.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
1% Sales Tax	250,000	850,000	850,000	850,000	850,000	\$ 3,650,000
						-
						-
						-
						-
Total Revenue	\$ 250,000	\$ 850,000	\$ 850,000	\$ 850,000	\$ 850,000	\$ 3,650,000

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction						-
Materials	250,000	850,000	850,000	850,000	850,000	3,650,000
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ 250,000	\$ 850,000	\$ 850,000	\$ 850,000	\$ 850,000	\$ 3,650,000

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Dust Control
Project Dates: **Begin:** 2021 **Finish:** 2025
Comprehensive Project Cost: \$480,000.00

Future Operational Impact: ☒ Yes
☐ No

Description/Justification:

The use of mag chloride has become needed to maintain the gravel roads' integrity and stability within the Town of Firestone. Application of binding agents reduces the maintenance frequency required for unpaved roadways by increasing moisture content and forming a solid base that is needed for routine maintenance operations. Because of the qualities of the applied material, the presence of dust is significantly reduced for the citizens who reside in these areas.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
1% Sales Tax	60,000	60,000	120,000	120,000	120,000	\$ 480,000
						-
						-
						-
						-
Total Revenue	\$ 60,000	\$ 60,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 480,000

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction						-
Materials	60,000	60,000	120,000	120,000	120,000	480,000
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ 60,000	\$ 60,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 480,000

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Street and Crosswalk Striping
Project Dates: **Begin:** 2021 **Finish:** 2025
Comprehensive Project Cost: \$50,000.00

Future Operational Impact: ☒ Yes
☐ No

Description/Justification:

Existing pavement markings have become worn from age and use. In order to maintain a standard of safety consistent with the Town's standards and specifications, many markings will need to be rehabilitated or, in some cases, entirely replaced. Roadway markings, including pedestrian markings, are also subject to MUTCD and the Town has an implicit liability to ensure that these markings are present, correct, and in good order.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
1% Sales Tax	10,000	10,000	10,000	10,000	10,000	\$ 50,000
						-
						-
						-
						-
Total Revenue	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 50,000

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction						-
Materials	10,000	10,000	10,000	10,000	10,000	50,000
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 50,000

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Street Sign Program
Project Dates: **Begin:** 2021 **Finish:** 2025
Comprehensive Project Cost: \$60,000.00

Future Operational Impact: ☒ Yes
☐ No

Description/Justification:

Existing signage has become worn and weathered, requiring urgent replacement. In order to be in compliance with MUTCD, signage must be inventoried and replaced within the longevity specifications of the signage. Currently, the Town has an abundance of signs that no longer meet the standards for retro-reflectivity and have become a concern for liability. Signage is subject to MUTCD regulations, and the Town has the implicit liability to ensure that these signs are present, correct, and in good working order.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
1% Sales Tax	12,000	12,000	12,000	12,000	12,000	\$ 60,000
						-
						-
						-
						-
Total Revenue	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 60,000

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction						-
Materials	12,000	12,000	12,000	12,000	12,000	60,000
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 60,000

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Town Hall Construction
Project Dates: **Begin:** 2019 **Finish:** 2021
Comprehensive Project Cost: \$7,500,000.00

Future Operational Impact: ☐ Yes
☒ No

Description/Justification:

The current Town Hall building is at capacity, and is lacking adequate meeting space. The Town Hall Project includes the construction of a new 15,956 sq. ft. facility comprised of functional space to best serve our growing community. The new Town hall will allow for easy access to the frequently desired services and will encourage and support the economic success of our community for the foreseeable future. Planning for the Town Hall Project is the product of study and design over the last four years. The proposed Town Hall is the building for the Firestone of today and tomorrow. With the completion of this project, a more efficient facility will be in place to meet the needs of a growing workforce and serve residents.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
2019 Certificates of Participation	500,000					\$ 500,000
2020 Certificates of Participation	3,000,000					3,000,000
.6% Sales Tax	500,000					500,000
						-
						-
Total Revenue	\$ 4,000,000	\$ -	\$ -	\$ -	\$ -	\$ 4,000,000

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction	4,000,000					4,000,000
Materials						-
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ 4,000,000	\$ -	\$ -	\$ -	\$ -	\$ 4,000,000

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Public Works Administration Building Addition
Project Dates: **Begin:** 2020 **Finish:** 2021
Comprehensive Project Cost: \$3,000,000.00

Future Operational Impact: ☐ Yes
☒ No

Description/Justification:

The current Public Works Building condition is lacking the means to adequately support the needs of the staff working at the site. This project will improve the condition of the existing building, while adding necessary space for staff to work efficiently.

The budget for this project includes the design and construction documents for the public works building addition and interior remodel project. The existing building consists of an approximately 12,250 sf. single story storage building with office, restroom and break room areas at the North end. The addition will be 8,000sf to the South of the existing building, and the existing office and restroom area will be reconfigured for more restroom fixtures and an enlarged break room. It is anticipated that sanitary sewer will be continued from the adjacent site.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
2019 Certificates of Participation	2,000,000					\$ 2,000,000
2020 Certificates of Participation	750,000					750,000
						-
						-
						-
Total Revenue	\$ 2,750,000	\$ -	\$ -	\$ -	\$ -	\$ 2,750,000

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction	2,722,000					2,722,000
Materials						-
Equipment						-
Other - Relocate Modular						-
Other - FF&E and IT	28,000					28,000
Total Expenditures	\$ 2,750,000	\$ -	\$ -	\$ -	\$ -	\$ 2,750,000

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Frontier Street Paving (McClure to Grant)
Project Dates: **Begin:** 2022 **Finish:** 2022
Comprehensive Project Cost: \$676,000.00

Future Operational Impact: ☒ Yes
☐ No

Description/Justification:

The property on both sides of this portion of Frontier are owned by Anadarko and not anticipated to be developed at this time. Frederick is approving several new residential subdivisions on both sides of Frontier further south and requiring their developers to pave that portion of Frontier. We expect some of that new traffic will use this portion of Frontier for daily commutes resulting in public works time to maintain the roadway.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
1% Sales Tax		676,000				\$ 676,000
						-
						-
						-
						-
Total Revenue	\$ -	\$ 676,000	\$ -	\$ -	\$ -	\$ 676,000

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design		40,000				40,000
Construction		636,000				636,000
Materials						-
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ -	\$ 676,000	\$ -	\$ -	\$ -	\$ 676,000

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Historic Firestone Street Replacement

Project Dates: **Begin:** 2021 **Finish:** 2025

Comprehensive Project Cost: \$3,279,500.00

Future Operational Impact: ☐ Yes
☒ No

Description/Justification:

The 2014 Pavement Condition Report found that the majority of roads in the Historic Firestone area were in marginal to poor condition and need replacement. This project will provide funding to do full street replacements at the same time that the Historic Firestone Waterline Replacements are occurring.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
1% Sales Tax	621,500	640,000	660,000	679,000	679,000	\$ 3,279,500
						-
						-
						-
						-
Total Revenue	\$ 621,500	\$ 640,000	\$ 660,000	\$ 679,000	\$ 679,000	\$ 3,279,500

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction	621,500	640,000	660,000	679,000	679,000	3,279,500
Materials						-
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ 621,500	\$ 640,000	\$ 660,000	\$ 679,000	\$ 679,000	\$ 3,279,500

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Central Park Master Plan

Project Dates: **Begin:** 2021 **Finish:** 2021

Comprehensive Project Cost: \$250,000.00

Future Operational Impact: ☐ Yes
☒ No

Description/Justification:

The Central Park Master Plan project will engage the community to prepare the first ever specific set of plans for a Central Park improvement. For years Firestone residents have wanted the development of high quality active and passive recreational facilities in Central Park. The Master Plan will include civic, recreational, and athletic facilities that will have local and regional appeal, be accessible to Firestone residents, and serve as an anchor for the Town's central core.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
Park Impact Fees	250,000					\$ 250,000
						-
						-
						-
						-
Total Revenue	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies	250,000					\$ 250,000
Design						-
Construction						-
Materials						-
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Harney Park Playground

Project Dates: **Begin:** 2022 **Finish:** 2022

Comprehensive Project Cost: \$200,000.00

Future Operational Impact: ☐ Yes
☒ No

Description/Justification:

We will be adding a fitness pad to Harney Park. We have been working on getting this for the last couple of years. Firestone has received a \$40,000 grant to go towards this through the National Fitness Campaign. The fitness pad will be located in Harney Park next to the Firestone Trail, making it accessible to all of Firestone residents.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
Park Impact Fees		200,000				\$ 200,000
						-
						-
						-
						-
Total Revenue	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction		200,000				200,000
Materials						-
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Mountain Shadows Park Improvements

Project Dates: **Begin:** 2022 **Finish:** 2022

Comprehensive Project Cost: \$150,000.00

Future Operational Impact: ☒ Yes
☐ No

Description/Justification:

Mountain Shadows Park is in need of a few improvements. Currently, there is a walking trail that stops halfway around the park. 2022 improvement money will pay for that trail to be connected to the other part of the trail where it stops. Another improvement we are looking to do is either a bicycle playground or basketball court.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
Park Impact Fees		150,000				\$ 150,000
						-
						-
						-
						-
Total Revenue	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction						-
Materials		150,000				150,000
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Traffic Signal Upgrade

Project Dates: **Begin:** 2021 **Finish:** 2025

Comprehensive Project Cost: \$100,000.00

Future Operational Impact: ☐ Yes
☒ No

Description/Justification:

Included in the new Design Standards and Construction Specifications for Public Improvements that were adopted in 2020 were new specifications for traffic signals. These new specifications will ensure signals are constructed using the most current industry-standard equipment and standards. However, existing signals need to be upgraded to these new specifications. Priority will be given to replacing all signal controller units with current controllers, followed by other safety and operational upgrades.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
1% Sales Tax	20,000	20,000	20,000	20,000	20,000	\$ 100,000
						-
						-
						-
						-
Total Revenue	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 100,000

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction	20,000	20,000	20,000	20,000	20,000	100,000
Materials						-
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 100,000

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Weld Count Rd 20 Coal Ridge Ditch Crossing

Project Dates: **Begin:** 2022 **Finish:** 2022

Comprehensive Project Cost: \$1,500,000.00

Future Operational Impact: ☐ Yes
☒ No

Description/Justification:

In the 2020 CDOT Bridge Inspection Report, it found that the WCR 20 crossing of the Coal Ridge Ditch was rated as in Poor condition. It provides a high priority recommendation that the deck be replaced. After meeting with CDOT bridge engineers they believe a deck replacement may only extend the life of the 5-10 years until the major bridge structure will need to be replaced. This project would replace the entire bridge with either a new bridge or culvert.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
1% Sales Tax		1,500,000				\$ 1,500,000
						-
						-
						-
						-
Total Revenue	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ 1,500,000

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction		1,500,000				1,500,000
Materials						-
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ 1,500,000

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Weld Count Rd 26 Last Chance Ditch Crossing

Project Dates: **Begin:** 2022 **Finish:** 2022

Comprehensive Project Cost: \$1,700,000.00

Future Operational Impact: ☐ Yes
☒ No

Description/Justification:

In the 2020 CDOT Bridge Inspection Report, it found that the WCR 26 crossing of the Last Chance Ditch was rated as in Poor condition. It provides a high priority recommendation that the deck be replaced. After meeting with CDOT bridge engineers they believe a deck replacement may only extend the life of the 5-10 years until the major bridge structure will need to be replaced. This project would replace the entire bridge with either a new bridge or culvert.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
1% Sales Tax		1,700,000				\$ 1,700,000
						-
						-
						-
						-
Total Revenue	\$ -	\$ 1,700,000	\$ -	\$ -	\$ -	\$ 1,700,000

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction		1,700,000				1,700,000
Materials						-
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ -	\$ 1,700,000	\$ -	\$ -	\$ -	\$ 1,700,000



CAPITAL IMPROVEMENT PROGRAM SUMMARY
Conservation Trust Fund

Capital Expenditures	2020		2020 Year-End Forecasts	2020 Estimated Carry Over	2021 Proposed Budget	2022 Estimate	2023 Estimate	2024 Estimate	2025 Estimate	5-Year Total	Funding Source
	Adopted Budget										
Settlers Park Improvements	-	-	-	-	225,000	75,000	-	-	-	300,000	CTF
Firestone Trail Improvements	-	-	-	-	75,000	75,000	-	-	-	150,000	CTF
Sports Complex Improvements	-	-	-	-	-	150,000	-	-	-	150,000	CTF
Total Capital Expenditures	\$	- \$	-	- \$	300,000 \$	300,000 \$	- \$	- \$	- \$	600,000	

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Settlers Park Improvements

Project Dates: **Begin:** 2021 **Finish:** 2022

Comprehensive Project Cost: \$30,000.00

Future Operational Impact: ☒ Yes
☐ No

Description/Justification:

Replacement of two playground sets at Settlers Park. The replacement is needed because the current playground equipment is almost 20 years old. The Playground equipment is very outdated and is starting to fall apart. A couple of the play stations on the units are out of compliance with the National Playground safety commission. Failing to replace the playground components is a public hazard and could lead to serious injury.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
Conservation Trust Funds	225,000	75,000				\$ 300,000
						-
						-
						-
						-
Total Revenue	\$ 225,000	\$ 75,000	\$ -	\$ -	\$ -	\$ 300,000

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction	50,000					50,000
Materials	175,000	75,000				250,000
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ 225,000	\$ 75,000	\$ -	\$ -	\$ -	\$ 300,000

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Firestone Trail Improvements

Project Dates: **Begin:** 2021 **Finish:** 2022

Comprehensive Project Cost: \$150,000.00

Future Operational Impact: ☒ Yes
☐ No

Description/Justification:

The Firestone Trail is one of the main pieces of the entire Firestone Parks, Trails, and Open Space system. The Firestone Trail is used 365 days of the year by many residents, connecting them between Dacono, Frederick, and Firestone. It is a staple of the Firestone Colorado landscape, and it needs improvement. Adding some landscaping improvements, signage, possible wayfinding, and more site furnishings to the trail will only enhance what we already have. Solar lighting along the trail is one of the main goals for the Parks division in 2021. Solar lighting will help the appearance of the trail and help with security and safety for our residents.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
Conservation Trust Funds	75,000	75,000				\$ 150,000
						-
						-
						-
						-
Total Revenue	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ -	\$ 150,000

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction						-
Materials	75,000	75,000				150,000
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ -	\$ 150,000

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Firestone Sports Complex Improvements

Project Dates: **Begin:** 2022 **Finish:** 2022

Comprehensive Project Cost: \$150,000.00

Future Operational Impact: ☒ Yes
☐ No

Description/Justification:

For 2022 Parks is looking into improving the Sports Complex part of this improvement was supposed to be done in 2020. However, with time constraints and the protocols put into place due to Covid-19, we could not get them accomplished. Parks is looking into placing shade structures on all bleachers at the Sports Complex. With the lack of trees out there now, a shade structure is in need. Along with the shade, the structures will also protect visitors to the park from foul balls while games are in process.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
Conservation Trust Funds		150,000				\$ 150,000
						-
						-
						-
						-
Total Revenue	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction						-
Materials		150,000				150,000
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000

CAPITAL IMPROVEMENT PROGRAM SUMMARY

Water Fund

Capital Expenditures	2020 Adopted Budget	2020 Year-End Forecasts	2020 Estimated Carry Over	2021 Proposed Budget	2022 Estimate	2023 Estimate	2024 Estimate	2025 Estimate	5-Year Total	Funding Source
Gould Property	7,200	700	-	-	-	-	-	-	-	WF
Demo of Structures at Gould Property	140,000	164,935	-	-	-	-	-	-	-	WF
Water Rights	2,000,000	2,000,000	-	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000	WF/2020 Water Ent Bond
Mountain Shadows Park Conversion	252,600	-	252,600	-	-	-	-	-	252,600	WF
NISP Participation	997,750	997,750	-	973,000	1,492,000	1,492,000	1,492,000	1,492,000	6,941,000	WF
Historic Firestone Water Line Replacements	-	-	-	384,290	395,716	407,587	419,815	432,410	2,039,818	WF
Gould Well Field	1,250,000	891,950	-	1,252,300	-	-	-	-	1,252,300	2020 Water Ent. Bond
Firestone Reservoir No. 1 Plumbing Design	4,574,300	663,600	-	-	-	-	-	-	-	2020 Water Ent. Bond
Firestone Reservoir No. 1 Infrastructure Construction	-	1,475,135	-	5,613,600	-	-	-	-	5,613,600	2020 Water Ent. Bond
Firestone Reservoir No. 1 Infrastructure CE & Geotech	-	137,995	-	551,980	-	-	-	-	551,980	2020 Water Ent. Bond
St. Vrain Water Treatment Plant Construction and CE	6,001,300	4,139,700	-	13,917,750	934,850	-	-	-	14,852,600	2020 Water Ent. Bond
St Vrain Water Treatment Plant FF&E	-	190,200	-	440,000	260,000	-	-	-	700,000	2020 Water Ent. Bond
St. Vrain WTP Blend Pipeline and Pump Station	192,800	467,440	-	3,522,560	-	-	-	-	3,522,560	2020 Water Ent. Bond
St Vrain WTP Injection Well	4,570,000	4,535,000	-	4,535,000	-	-	-	-	4,535,000	2020 Water Ent. Bond
Alluvial Well Field No. 2	-	-	-	317,500	-	-	-	4,782,500	5,100,000	2020 Water Ent. Bond
Firestone Reservoir No.1 RipRap	-	-	-	1,445,000	-	-	-	-	1,445,000	WF
Firestone Reservoir No. 2	-	898,000	-	-	-	3,250,640	-	-	3,250,640	Raw Water Impact Fees
Non-Potable Irrigation System Infrastructure	-	-	-	187,300	932,700	-	-	-	1,120,000	Raw Water Impact Fees
Water Tank	-	-	-	-	-	-	4,539,000	-	4,539,000	WF
SCADA Upgrade	-	157,300	-	157,300	500,000	-	-	-	657,300	WF
Historic Firestone Water Line Design	-	-	-	375,000	-	-	-	-	375,000	WF
Water Master Plan	-	-	-	125,000	-	-	-	-	125,000	WF
Total Capital Expenditures	\$ 19,985,950	\$ 16,719,705	\$ 252,600	\$ 35,797,580	\$ 6,515,266	\$ 7,150,227	\$ 8,450,815	\$ 8,706,910	\$ 66,873,398	

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Water Rights
Project Dates: **Begin:** 2020 **Finish:** 2025
Comprehensive Project Cost: \$10,000,000.00

Future Operational Impact: ☒ Yes
☐ No

Description/Justification:

Acquisition of water rights for use through the St Vrain WTP, to satisfy augmentation water and supply water for the non-potable system. The 2020-2025 Water Action Plan identifies about 2,000 acre-feet of new supply will need to be added between now and 2030, and about 2,600 acre-feet of new supply will need to be added between 2030 and 2050.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
2020 Water Enterprise Bond	2,000,000	2,000,000	2,000,000			\$ 6,000,000
Water Fund				2,000,000	2,000,000	4,000,000
						-
						-
						-
Total Revenue	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 10,000,000

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction						-
Materials						-
Equipment						-
Other - Purchase	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000
Other -						-
Total Expenditures	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 10,000,000

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Mountain Shadows Park Conversion to Well Water Irrigation
Project Dates: **Begin:** 2021 **Finish:** 2021
Comprehensive Project Cost: \$252,600.00

Future Operational Impact: ☒ Yes
☐ No

Description/Justification:

Completion of infrastructure for the well drilled at Mountain Shadows Park in 2019. This well will allow the Mountain Shadows Parks to be irrigated by non-potable water vs. potable water currently being used.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
Water Fund	252,600					\$ 252,600
						-
						-
						-
						-
Total Revenue	\$ 252,600	\$ -	\$ -	\$ -	\$ -	\$ 252,600

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction	252,600					252,600
Materials						-
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ 252,600	\$ -	\$ -	\$ -	\$ -	\$ 252,600

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: _____ NISP Participation _____
Project Dates: **Begin:** _____ 2021 _____ **Finish:** _____ 2025 _____
Comprehensive Project Cost: _____ \$6,941,000.00 _____

Future Operational Impact: ☒ Yes
 ☐ No

Description/Justification:

The Town of Firestone has an annual participation expense for the 1300 ac-ft. of water from the Northern Integrated Supply Project.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
Water Fund	973,000	1,492,000	1,492,000	1,492,000	1,492,000	\$ 6,941,000
						-
						-
						-
						-
Total Revenue	\$ 973,000	\$ 1,492,000	\$ 1,492,000	\$ 1,492,000	\$ 1,492,000	\$ 6,941,000

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design	973,000	1,492,000	1,492,000	1,492,000	1,492,000	6,941,000
Construction						-
Materials						-
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ 973,000	\$ 1,492,000	\$ 1,492,000	\$ 1,492,000	\$ 1,492,000	\$ 6,941,000

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Historic Firestone Water Line Replacements
Project Dates: **Begin:** 2021 **Finish:** 2025
Comprehensive Project Cost: \$2,039,818.00

Future Operational Impact: ☐ Yes
☒ No

Description/Justification:

Numerous water lines in Historic Firestone are undersized, shallow, and in need of replacement. This project will replace those water lines and be done in conjunction with the Historic Firestone Street Replacement project.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
Water Fund	384,290	395,716	407,587	419,815	432,410	\$ 2,039,818
						-
						-
						-
						-
Total Revenue	\$ 384,290	\$ 395,716	\$ 407,587	\$ 419,815	\$ 432,410	\$ 2,039,818

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction	384,290	395,716	407,587	419,815	432,410	2,039,818
Materials						-
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ 384,290	\$ 395,716	\$ 407,587	\$ 419,815	\$ 432,410	\$ 2,039,818

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Gould Well Field
Project Dates: **Begin:** 2020 **Finish:** 2021
Comprehensive Project Cost: \$1,252,300.00

Future Operational Impact: ☒ Yes
☐ No

Description/Justification:

The Town has designed and began construction of the Gould Well Field in 2020 to collect and divert alluvial groundwater to the St Vrain WTP. The Gould Well Field will be a combination of vertical and horizontal wells along with a pump station.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
2020 Water Enterprise Bond	1,252,300					\$ 1,252,300
						-
						-
						-
						-
Total Revenue	\$ 1,252,300	\$ -	\$ -	\$ -	\$ -	\$ 1,252,300

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction	1,252,300					1,252,300
Materials						-
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ 1,252,300	\$ -	\$ -	\$ -	\$ -	\$ 1,252,300

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Firestone Reservoir No. 1 Supply & Delivery Infrastructure Construction
Project Dates: **Begin:** 2020 **Finish:** 2021
Comprehensive Project Cost: \$5,613,600.00

Future Operational Impact: ☒ Yes
☐ No

Description/Justification:

The facility will allow the Town to divert and store surface water used to augment alluvial pumping and deliver non-potable water to many of the Town's parks for irrigation. The construction of Firestone Reservoir No. 1 includes two pump stations, two irrigation ditch diversions, and a pipeline to convey return flows to the St. Vrain River.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
2020 Water Enterprise Bond	5,613,600					\$ 5,613,600
						-
						-
						-
						-
Total Revenue	\$ 5,613,600	\$ -	\$ -	\$ -	\$ -	\$ 5,613,600

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction	5,613,600					5,613,600
Materials						-
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ 5,613,600	\$ -	\$ -	\$ -	\$ -	\$ 5,613,600

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Firestone Reservoir No. 1 Supply & Delivery Infrastructure CE & Geotech
Project Dates: **Begin:** 2020 **Finish:** 2021
Comprehensive Project Cost: \$551,980.00

Future Operational Impact: ☐ Yes
☒ No

Description/Justification:

Construction engineering services and geotech services for Firestone Reservoir No. 1 infrastructure construction

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
2020 Water Enterprise Bond	551,980					\$ 551,980
						-
						-
						-
						-
Total Revenue	\$ 551,980	\$ -	\$ -	\$ -	\$ -	\$ 551,980

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction						-
Materials						-
Equipment						-
Other - professional consultants	551,980					551,980
Other -						-
Total Expenditures	\$ 551,980	\$ -	\$ -	\$ -	\$ -	\$ 551,980

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: St. Vrain Water Treatment Plant Construction and CE
Project Dates: **Begin:** 2020 **Finish:** 2022
Comprehensive Project Cost: \$14,852,600.00

Future Operational Impact: ☒ Yes
☐ No

Description/Justification:

The St. Vrain Water Treatment Pplant will contain pre-treatment, ultrafiltration, reverse osmosis filtration, and disinfection technologies, along with all the required tanks, pumps, and other infrastructure necessary to operate the plant. The treatment plant technologies were selected to treat St. Vrain Creek alluvial groundwater sources or St. Vrain Creek surface water sources. The current plan uses alluvial groundwater sources in the first phase of the treatment plant operation. The water treatment plant is being designed to facilitate expansion to an ultimate capacity of 5 million gallons per day (MGD). It will be developed in phases that allow the capacity to expand as the population and water demand grows. The current phase being constructed will deliver 1.5 MGD.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
2020 Water Enterprise Bond	13,917,750	934,850				\$ 14,852,600
						-
						-
						-
						-
Total Revenue	\$ 13,917,750	\$ 934,850	\$ -	\$ -	\$ -	\$ 14,852,600

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction	13,917,750	934,850				14,852,600
Materials						-
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ 13,917,750	\$ 934,850	\$ -	\$ -	\$ -	\$ 14,852,600

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: St Vrain Water Treatment Plant FF&E and Incidental Costs

Project Dates: **Begin:** 2020 **Finish:** 2021

Comprehensive Project Cost: \$700,000.00

Future Operational Impact: ☒ Yes
☐ No

Description/Justification:

Furniture, fixtures, and equipment for the St Vrain Water Treatment Plant

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
2020 Water Enterprise Bond	440,000	260,000				\$ 700,000
						-
						-
						-
						-
Total Revenue	\$ 440,000	\$ 260,000	\$ -	\$ -	\$ -	\$ 700,000

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction						-
Materials						-
Equipment	440,000	260,000				700,000
Other -						-
Other -						-
Total Expenditures	\$ 440,000	\$ 260,000	\$ -	\$ -	\$ -	\$ 700,000

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: St Vrain Water Treatment Plant Blend Pipeline Pump Station

Project Dates: **Begin:** 2020 **Finish:** 2021

Comprehensive Project Cost: \$3,990,000.00

Future Operational Impact: ☒ Yes
☐ No

Description/Justification:

It will be necessary for the Town to install it's own pump station at the St Vrain WTP to pump treated water from the plant into our distribution system. The Phase 1 system will be designed to accommodate the ultimate pump configuration but will only construct the system needed to deliver into the Zone 2 and Zone 3 locations.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
2020 Water Enterprise Bond	3,522,560					\$ 3,522,560
						-
						-
						-
						-
Total Revenue	\$ 3,522,560	\$ -	\$ -	\$ -	\$ -	\$ 3,522,560

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction	3,522,560					3,522,560
Materials						-
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ 3,522,560	\$ -	\$ -	\$ -	\$ -	\$ 3,522,560

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: St Vrain Water Treatment Plant Injection Well

Project Dates: **Begin:** 2020 **Finish:** 2021

Comprehensive Project Cost: \$9,070,000.00

Future Operational Impact: ☒ Yes
☐ No

Description/Justification:

The St. Vrain Water Treatment Plant is being designed for a reverse osmosis treatment process. This process will result in a wastewater byproduct that can not economically be treated and discharged. The design team's solution is to permit and drill a deep well injection facility on the Gould property.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
2020 Water Enterprise Bond	4,535,000					\$ 4,535,000
						-
						-
						-
						-
Total Revenue	\$ 4,535,000	\$ -	\$ -	\$ -	\$ -	\$ 4,535,000

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction	4,535,000					4,535,000
Materials						-
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ 4,535,000	\$ -	\$ -	\$ -	\$ -	\$ 4,535,000

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Alluvial Well Field No. 2

Project Dates: **Begin:** 2021 **Finish:** 2025

Comprehensive Project Cost:	\$5,100,000.00
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Future Operational Impact:

☒	Yes
☐	No

Description/Justification:

The St. Vrain Water Treatment Plant will receive water from alluvial well sources. The alluvial well field being developed on the FAST (formerly Gould) Property will not provide enough water to fully utilize the entire water treatment plant capacity. Multiple alluvial well sites are anticipated to be developed per the Firestone 2020-2050 Water Action Plan. In 2021 staff will begin exploration and assessment of Well Field No. 2.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
2020 Water Enterprise Bond	317,500				4,782,500	\$ 5,100,000
						-
						-
						-
						-
Total Revenue	\$ 317,500	\$ -	\$ -	\$ -	\$ 4,782,500	\$ 5,100,000

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies	317,500					\$ 317,500
Design						-
Construction					4,782,500	4,782,500
Materials						-
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ 317,500	\$ -	\$ -	\$ -	\$ 4,782,500	\$ 5,100,000

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Firestone Reservoir No.1 RipRap
Project Dates: **Begin:** 2021 **Finish:** 2021
Comprehensive Project Cost: \$1,445,000.00

Future Operational Impact: ☒ Yes
☐ No

Description/Justification:

A section of riprap will be installed along the shore of Firestone Reservoir No. 1 to protect the shoreline from erosion from fluctuating lake levels and water movement from the wind.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
Water Fund	1,445,000					\$ 1,445,000
						-
						-
						-
						-
Total Revenue	\$ 1,445,000	\$ -	\$ -	\$ -	\$ -	\$ 1,445,000

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction	1,445,000					1,445,000
Materials						-
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ 1,445,000	\$ -	\$ -	\$ -	\$ -	\$ 1,445,000

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: _____ Firestone Reservoir No. 2 _____

Project Dates: **Begin:** _____ 2020 _____ **Finish:** _____ 2023 _____

Comprehensive Project Cost: _____ \$4,148,640.00 _____

Future Operational Impact: ☒ Yes
☐ No

Description/Justification:

With the purchase of Firestone Reservoir No. 1, the Town was able to secure an option to purchase an adjacent reservoir. This reservoir could yield about 1,090 AF of additional raw storage for the Town.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
Raw Water Impact Fees			3,250,640			\$ 3,250,640
						-
						-
						-
						-
Total Revenue	\$ -	\$ -	\$ 3,250,640	\$ -	\$ -	\$ 3,250,640

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction						-
Materials						-
Equipment						-
Other - Reservoir and water rights			3,250,640			3,250,640
Other -						-
Total Expenditures	\$ -	\$ -	\$ 3,250,640	\$ -	\$ -	\$ 3,250,640

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Non-Potable Irrigation System Infrastructure
Project Dates: **Begin:** 2021 **Finish:** 2022
Comprehensive Project Cost: \$1,120,000.00

Future Operational Impact: ☒ Yes
☐ No

Description/Justification:

One of the primary reasons for purchasing Firestone Reservoir No. 1 was to allow the Town to develop a non-potable irrigation system so that the Town's parks and potentially some HOA open spaces can be converted from treated water irrigation. The Reservoir No. 1 infrastructure will be completed in 2021, including the irrigation pump station. In 2021 staff would like to complete the design of the first phase of non-potable water irrigation infrastructure so that construction can be completed in 2022.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
Raw Water Impact Fees	187,300	932,700				\$ 1,120,000
						-
						-
						-
						-
Total Revenue	\$ 187,300	\$ 932,700	\$ -	\$ -	\$ -	\$ 1,120,000

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design	187,300					187,300
Construction		932,700				932,700
Materials						-
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ 187,300	\$ 932,700	\$ -	\$ -	\$ -	\$ 1,120,000

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Water Tank
Project Dates: **Begin:** 2024 **Finish:** 2024
Comprehensive Project Cost: \$4,539,000.00

Future Operational Impact: ☒ Yes
☐ No

Description/Justification:

As demand grows in the Towns water distribution system it will be necessary to add additional potable water storage to the distribution system. This storage provide a volume of water to fight extended building fires, to help meet peak hour demands, and to provide emergency storage in the event there is an interruption in treated water delivery to the distribution system.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
Water Fund				4,539,000		\$ 4,539,000
						-
						-
						-
						-
Total Revenue	\$ -	\$ -	\$ -	\$ 4,539,000	\$ -	\$ 4,539,000

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction				4,539,000		4,539,000
Materials						-
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ -	\$ -	\$ -	\$ 4,539,000	\$ -	\$ 4,539,000

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: SCADA Upgrade
Project Dates: **Begin:** 2021 **Finish:** 2022
Comprehensive Project Cost: \$657,300.00

Future Operational Impact: ☒ Yes
☐ No

Description/Justification:

Upgrade of the Town's existing SCADA field equipment along with design and installation of the additional SCADA infrastructure needed for the communication with Firestone Reservoir No. 1 Supply and Infrastructure system, Gould Alluvial Well, St Vrain WTP, and St Vrain WTP pipeline and pump station.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
Water Fund	157,300	500,000				\$ 657,300
						-
						-
						-
						-
Total Revenue	\$ 157,300	\$ 500,000	\$ -	\$ -	\$ -	\$ 657,300

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction	157,300	500,000				657,300
Materials						-
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ 157,300	\$ 500,000	\$ -	\$ -	\$ -	\$ 657,300

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Historic Firestone Water Line Design
Project Dates: **Begin:** 2021 **Finish:** 2021
Comprehensive Project Cost: \$375,000.00

Future Operational Impact: ☐ Yes
☒ No

Description/Justification:

Numerous water lines in Historic Firestone are undersized, shallow, and in need of replacement. This project will complete an overall design for all waterlines in the area that need replacement. By completing the entire design upfront, the yearly Historic Firestone Water Line Replacements projects can be done quicker without a need for a design to be completed, and all funds can go to construction rather than split with a design.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
Water Fund	375,000					\$ 375,000
						-
						-
						-
						-
Total Revenue	\$ 375,000	\$ -	\$ -	\$ -	\$ -	\$ 375,000

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design	375,000					375,000
Construction						-
Materials						-
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ 375,000	\$ -	\$ -	\$ -	\$ -	\$ 375,000

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Water Master Plan
Project Dates: **Begin:** 2021 **Finish:** 2021
Comprehensive Project Cost: \$125,000.00

Future Operational Impact: ☐ Yes
☒ No

Description/Justification:

The Town's current Water Master Plan was completed in 2010. Master plans should be updated every 5 years to reflect current conditions and future needs. In addition, an Asset Management Plan will be included to assess current water inventory and develop a long-term financial plan for funding replacements, upgrades and expansion of the Town's water infrastructure.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
Water Fund	125,000					\$ 125,000
						-
						-
						-
						-
Total Revenue	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ 125,000

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies	125,000					\$ 125,000
Design						-
Construction						-
Materials						-
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ 125,000

CAPITAL IMPROVEMENT PROGRAM SUMMARY
Stormwater Fund

Capital Expenditures	2020 Adopted Budget	2020 Year-End Forecasts	2020 Estimated Carry Over	2021 Proposed Budget	2022 Estimate	2023 Estimate	2024 Estimate	2025 Estimate	5-Year Total	Funding Source
Interim Godding-Tri Town Basin Outfall Improvements	20,000	-	-	200,000	-	-	-	-	200,000	Drainage Impact Fees
Regional Detention Pond	-	-	-	340,500	-	-	-	-	340,500	Drainage Impact Fees
Storm Water Fee Study	-	-	-	-	60,000	-	-	-	60,000	SWF
Drainage Master Plan	-	-	-	350,000	-	-	-	-	350,000	Drainage Impact Fees
Public Works Secondary Containment	-	-	-	100,000	-	-	-	-	100,000	SWF
Total Capital Expenditures	\$ 20,000	\$ -	\$ -	\$ 990,500	\$ 60,000	\$ -	\$ -	\$ -	1,050,500	

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Interim Godding - Tri Town Basin Outfall Improvements

Project Dates: **Begin:** 2021 **Finish:** 2021

Comprehensive Project Cost: \$200,000.00

Future Operational Impact: ☒ Yes
☐ No

Description/Justification:

In order to secure agreements with the Last Chance Ditch Company and the Rural Ditch Company the Town was asked to develop an interim drainage improvement that would allow some of the excess stormwater in the Last Chance Ditch to be diverted into a natural drainage way and conveyed to the St. Vrain River. The design for the improvement is completed and it is intended to be installed with the irrigation ditch diversions associated with the Reservoir No. 1 infrastructure.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
Drainage Impact Fee	200,000					\$ 200,000
						-
						-
						-
						-
Total Revenue	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction	200,000					200,000
Materials						-
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Regional Detention Pond
Project Dates: **Begin:** 2021 **Finish:** 2021
Comprehensive Project Cost: \$340,500.00

Future Operational Impact: ☐ Yes
☒ No

Description/Justification:

Design and installation of an improved drainage channel and associated culverts to better convey storm runoff across the Gould property from historic basins to the south.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
Drainage Impact Fees	340,500					\$ 340,500
						-
						-
						-
						-
Total Revenue	\$ 340,500	\$ -	\$ -	\$ -	\$ -	\$ 340,500

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction	340,500					340,500
Materials						-
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ 340,500	\$ -	\$ -	\$ -	\$ -	\$ 340,500

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Storm Water Fee Study

Project Dates: **Begin:** 2022 **Finish:** 2022

Comprehensive Project Cost: \$60,000.00

Future Operational Impact: ☐ Yes
☒ No

Description/Justification:

The Stormwater Utility Fees were last updated in 2015 and since that time the Town has seen increased growth, has come into compliance with increased State regulations, and completed drainage projects. In addition, a Drainage Master Plan will be completed in 2021-2022 and a new Municipal Separate Storm Sewer Systems (MS4) Permit for the State is expected in 2021-2022 with additional regulations that the Town must meet. With these changes comes the need to update the utility fees to meet the Town's current stormwater needs.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
Stormwater Fund		60,000				\$ 60,000
						-
						-
						-
						-
Total Revenue	\$ -	\$ 60,000	\$ -	\$ -	\$ -	\$ 60,000

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies		60,000				\$ 60,000
Design						-
Construction						-
Materials						-
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ -	\$ 60,000	\$ -	\$ -	\$ -	\$ 60,000

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Drainage Master Plan

Project Dates: **Begin:** 2021 **Finish:** 2021

Comprehensive Project Cost: \$350,000.00

Future Operational Impact: ☐ Yes
☒ No

Description/Justification:

The Town does not have a current Drainage Master Plan that covers the entire Firestone Growth Area. In 2010, a Sump Basin Drainage Master Plan was completed for a small area of northeastern Firestone, but it is also in need of updating due to changes in State drainage law. This project will create a complete Drainage Master Plan for the entire Town that will evaluate current drainage conditions, model drainage needs based on proposed land uses, and provide recommendations, costs, and timing for future drainage improvements. This will also become the guiding drainage document for new developments.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
Stormwater Fund	350,000					\$ 350,000
						-
						-
						-
						-
Total Revenue	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies	350,000					\$ 350,000
Design						-
Construction						-
Materials						-
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000

5-YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name: Public Works Secondary Containment

Project Dates: **Begin:** 2021 **Finish:** 2021

Comprehensive Project Cost: \$100,000.00

Future Operational Impact: ☐ Yes
☒ No

Description/Justification:

A requirement of the Town Municipal Separate Storm Sewer Systems (MS4) Permit from the State of Colorado is that any outdoor bulk storage of more than 55 gallons of petroleum or other liquid chemicals must have secondary containment. Currently, the Town's Public Works facility has three outdoor storage tanks with capacities of 1,500, 3,000, and 5,000 gallons. This project will replace those three tanks with new double walled tanks that meet the secondary containment requirement of the Town's permit.

Source of Funding:	2021	2022	2023	2024	2025	5 - Year Total
Stormwater Fund	100,000					\$ 100,000
						-
						-
						-
						-
Total Revenue	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000

Expenditures:	2021	2022	2023	2024	2025	5 - Year Total
Plans/Studies						\$ -
Design						-
Construction	100,000					100,000
Materials						-
Equipment						-
Other -						-
Other -						-
Total Expenditures	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000

Financial Policies

The following policies were developed to provide guidance to the Town of Firestone regarding financial matters. The Town's intent is to support a sound and efficient financial management system which best utilizes available resources and provides an acceptable level of service to the citizens of Firestone. The following statements are not intended to restrict the Town Board's authority when determining service requirements or the activities of the Town. The 2021 budget for the Town of Firestone was prepared based on these policies where applicable.

Financial Goals

Financial goals are broad; fairly timeless statements of the financial position the Town seeks to attain. The financial goals for the Town of Firestone are:

- To be a fiscally responsible Town Government.
- To have adequate financial reserves for uncertain economic times.
- To invest to preserve or enhance our Town facilities, buildings and infrastructure.
- To provide services in the most cost-effective manner.

Financial Policies

Financial policies support the financial goals. They allow the Town Board to view their present approach to financial management from an overall, long-range vantage point. They are general statements that guide decision-making in specific situations to ensure that a decision will contribute to the attainment of the financial goals. Federal and state laws, rules and regulations, the Town Code, and generally accepted accounting principles (GAAP) promulgated by the Governmental Accounting Standards Board (GASB) and the Government Finance Officers Association of the United States and Canada (GFOA) govern and guide the Town of Firestone's financial policies and processes.

Budget Policies

Sound financial practices and the desire to continue to be a fiscally responsible town government dictates that budgets be balanced, constantly monitored, and responsive to changes in service demands. With these concepts in mind, the Town of Firestone has adopted the following budget policy statements:

- The Town will adopt an annual budget that contains operating budgets for all funds.
- Annual operating budgets will be adopted on a balanced basis, where current operating revenues (estimated revenues) are used to fund ongoing operating expenditures/expenses (appropriations). Nothing in this policy shall prohibit the use of operating revenues for capital expenditures/expenses.
- Unreserved and undesignated fund balance may be appropriated as part of the adopted budget to fund capital, one-time emergency expenditures/expenses, or one-time operating costs. Unreserved and undesignated fund balance should not be used to fund ongoing operating expenditures/expenses in the adopted budget.
- One-time revenues that are not required by law or agreement to be expended for a particular purpose will only be used to fund capital, emergency expenditures/expenses, or one-time operating costs in the adopted budget. Examples of one-time revenues include, but are not limited to, proceeds from the sale of property or other major assets, governmental grants that are not regularly received and are unlikely to recur on a regular basis, major gifts or donations, and major insurance recoveries.

- Reservation and designation of fund balance will be estimated in the adopted budget for amounts of fund equity legally restricted or otherwise not available for appropriation, such as the 3% reserve requirement for TABOR.
- The Town's fiscal year is the calendar year and its budget calendar shall be as provided for in Chapter 3.04.010 of the Code of the Town of Firestone, Section.

Operating Position Policies

Operating position refers to the Town's ability to balance its budget on a current basis, maintain reserves for emergencies, and maintain sufficient cash to pay its bills on a timely basis. The Town of Firestone's operating position policy requires that:

- The Town will pay all current operating expenditures with current operating revenues. Ongoing operating costs will not be financed from fund balance.
- Town staff shall prepare financial reports of the financial position and results of operating for the major funds of the Town or any other fund requested by the Town Board. The reports will contain the revenue and expenditures of the funds with an analysis of the results for the end of each month except for the month of January.

Revenue Policies

Revenues determine the capacity of a local government to provide services. Under ideal conditions, revenues would grow at a rate equal to or greater than expenditures. To ensure that our revenues are balanced and capable of supporting our desired levels of services, the Town of Firestone has adopted the following revenue policy statements:

- A process to review diversified and stable revenues will be maintained to shelter the Town from short-run fluctuations in any one revenue source.
- Each year and whenever appropriate, existing revenues will be re-examined and possible new sources of revenues will be explored to ensure that the Town is maximizing its revenue potential.
- The Town will strive to be informed and aware of all grants and other aid shall be carefully examined for matching requirements (dollar and level-of-effort) and restrictive covenants, to ensure that participation in such grants will be beneficial and cost-effective.
- Each year and whenever appropriate, intergovernmental revenues will be reviewed to determine their short and long-term stability, to minimize the impact of any adverse changes. Intergovernmental revenues shall be used as legally prescribed or otherwise set forth by policy.
- One-time revenues will be used for capital improvements, one-time expenditures or as legally restricted to a specific purpose.
- The Town will carefully and routinely monitor any amounts due. An assertive collection of all receivables will be followed.
- Proprietary funds will generate revenue sufficient to support the costs of their services and to remain in compliance with debt covenants or lease agreements.
- Revenue forecasts shall be conservative, using generally accepted forecasting techniques and appropriate data.
- Each year and whenever appropriate, the Town will review its schedule of fees.

Expenditure/Expense Policies

Expenditure/expenses are a rough measure of a local government's service output. While many expenditures/expenses can be easily controlled, emergencies, unfounded mandates, and unanticipated service demands may strain the Town's ability to maintain a balanced budget. To ensure the proper control of expenditures/expenses and provide for a quick and effective response to adverse financial situations, the Town of Firestone has adopted the following expenditure/expense policy statements:

- Expenditures/expenses and purchase commitments will be made in a form and process that is legal, appropriate, funded, authorized, and sufficiently documented.
- Expenditures/expenses and purchase commitments will be recorded in an accurate and timely fashion.
- Encumbrances will be used in the Town to properly show the commitment of funds against appropriations.
- The balances in appropriation accounts and programs will be monitored regularly to ensure that the total of expenditures/expenses and purchase commitments in any account do not exceed the authorized budget for that program.
- Requests for competitive bids, proposals, formal, and informal quotes, and other methods of seeking and encouraging vendor competition will be obtained as required by law or otherwise established by the Town Board or Town Manager.
- The Town of Firestone will maintain an effective risk management program that provides adequate coverage, minimizes losses and reduces costs.
- Appropriations for all operating funds shall lapse at the close of the fiscal year to the extent that they shall not have been expended or encumbered.
- Due to the multi-year nature of many capital improvement projects budget appropriations for the Capital Improvement Funds will continue through project completion and shall not lapse at year end.
- A contingency amount proposed by the Town Manager and approved by the Town Board may be proposed when the budget is adopted. This contingency will be used to provide for expenditures that were unknown or could not have been reasonably estimated at the time of preparation of the budget.

Capital Expenditure/Expense Policy

Capital outlay is defined as the purchase of any tangible product which has a cost equal to, or greater than \$5,000 and having a useful life in excess of one year.

- The cost of commissions, deliver, setup, and or accessories should be included in the final cost of the capital asset.
- All capital assets shall be recorded and tracked via a perpetual inventory system. The Town will perform a physical inventory of its tangible capital assets, either simultaneously or on a rotating basis, so that all of the assets are physically accounted for at least once every three years.
- The Town will develop capital asset replacement and maintenance schedules in accordance with accepted professional standards and best practices. The schedules will be utilized to commit adequate funding of re-investment in the Town's machinery, facilities, and infrastructure so as to prevent the deferment of required ongoing maintenance and replacement.

Capital Improvement Projects (CIP) Policies

A capital improvement is defined as a non-recurring expenditure in association with the acquisition, construction, or physical improvement of land, buildings, facilities, or infrastructure, whereby such expenditure results in the creation of a new asset or the extension of an existing asset's useful life, value, and/or operational capacity. The cost of the capital improvement is added to the basis of the asset and depreciated over time, in contrast to repairs and maintenance expenditures which are recorded as operating costs in the period in which they occur. The Town of Firestone will prepare a five-year CIP for all funds starting with the current year.

- The program shall include all projects that meet the definition of a CIP project.
- The program shall include the total estimated cost of the project and the potential impacts to ongoing operating costs.
- The program will be compiled during annual budget preparation.

Reserve Policies

- Reserves are used to buffer the Town from downturns in the economy and to provide an additional source of accumulated funding for major capital improvement projects or redevelopment.
- When economic times are prosperous the Town would ideally like to accumulate an unappropriated fund balance of 100% of the current operating budget.
- The unappropriated fund balance in the General Fund will not be allowed to fall below 25% of the current year General Fund operating budget.
- The difference between the 100% ceiling and the 25% floor may be used to:
 - Provide reserves for economic uncertainty
 - Provide a source of funds for major capital improvement undertakings and/or redevelopment programs.
- Assignments, commitments, or restrictions will be established for anticipated future needs when appropriate to act as a savings account whereby specific future provisions have been identified and aid in the management of cash flows and financial planning.

Cash Management and Investment Policies

- The Town of Firestone shall use pooled Town cash to invest in United States government, corporate, and money market instruments, assuming investments meet Town standards for investment quality. Criteria for selecting investments, using the prudent investor rule, are safety, liquidity, and yield, in that order of priority.
- Cash and investment proceeds will be structured to utilize all available funds for investment purposes.
- The Town shall invest public funds in a manner that provides preservation of capital, meets daily liquidity needs, diversifies the Town's investments, conforms to all local and state statutes governing the investment of public funds, and generates market rates of return.

Debt Management Policies

The Town shall maintain a debt policy, which establishes criteria that will protect the Town's financial integrity while providing a funding mechanism to meet the Town's capital needs. The underlying approach of the Town is to borrow only for capital improvements that cannot be funded on a pay-as-you-go basis. In some cases, debt can be an effective way to finance major capital improvements. Properly managed debt preserves the Town's credit rating, provides flexibility in current and future operating budgets, and provides long-term assets that maintain or improve our quality of life. To provide for the appropriate issuance and responsible use of debt, the Town of Firestone has adopted the following debt management policy statements:

- Long-term debt will not be issued to finance current operations.
- The maturity of the debt should not exceed 75% of the expected useful life of the resulting asset.
- Certificates of Participation (COPs) should not exceed 12% of the issuing funds total expenditures. Any COP project that generates revenue should have the revenues credited against the total lease payments before calculating the limit.
- General Obligation Bonds (GO) should be limited to projects with an asset life of greater than ten years. The total GO bonds issued should not exceed 5% of the actual taxable value of the property in the Town. Limitations on debt shall meet all limits of Article X Section 20 of the Colorado Revised Statutes as interpreted by the Town Attorney.
- Sales tax bonds or notes should be no greater than 15% of the revenues of the fund supporting the debt or lease unless it is a new tax that has been approved and dedicated by the voters.
- Enterprise revenue bonds, notes, or leases should be no greater than 15% of the revenues of the fund supporting the debt or lease unless it is an approved revenue source that is dedicated by the Town Board or the voters to repayment of the debt.
- Each annual operating budget will include the full appropriation for repayment of the principal and interest due that year on each debt or lease issue.
- Debt limits established by law and policy will be calculated at least once each year, and whenever otherwise requested or appropriate.
- Good communications will be maintained with bond rating agencies, bond counsel, banks, financial advisors and other involved in debt issuance and management.
- The Town's comprehensive annual financial reports and official statements will reflect our commitment to full and open disclosure concerning our debt.

Periodic Review

The Comprehensive Financial Policy Document and each of the policies contained within shall be reviewed by the Town Board during even numbered years. The policy has been written to be flexible and easily amended to deal with the style of the times.

Glossary of Terms

Acronyms

<i>CAFR</i>	Comprehensive Annual Financial Report
<i>CIP</i>	Capital Improvement Program
<i>FTE</i>	Full-Time Equivalent/Equivalency
<i>GAAP</i>	Generally Accepted Accounting Principles
<i>GFOA</i>	Government Finance Officers Association
<i>GASB</i>	Governmental Accounting Standards Board (GASB)
<i>TABOR</i>	Taxpayer's Bill of Rights

Definitions

Abatement and Refunds

A complete or partial cancellation of a levy.

Accounting Period

A period at the end of which and for which financial statements are prepared.

Accounting System

The total structure of records and procedures which discover, record, classify, summarize, and report information on the financial position and results of operations of a government or any of its funds, balanced account groups, or organizational components.

Accounts Payable

Amounts owed to persons or organizations for goods and services received by the Town but not yet paid for.

Accounts Receivable

Amounts owed from persons or organizations for goods and services furnished by the Town but not yet paid for.

Accrual Basis of Accounting

The method of accounting under which revenues are recorded when they are earned and become measurable (whether or not cash is received at that time) and expenditures are recorded when goods and services are received (whether or not cash disbursements are made at that time or not).

Accumulated Depreciation

Accumulated costs associated with the expiration of the estimated service life of capital assets.

Ad Valorem

A tax imposed at a rate or percentage of the value of a particular good.

Amortization

The reduction of debt by payments of principal and interest sufficient to retire the debt by maturity.

Appropriation

A legal authorization made by the Town Board, which permits the Town to incur obligations and to make expenditures of resources.

Assessed Valuation

A valuation set upon real estate or other property by a government as a basis for levying taxes.

Assets

Resources owned or held by governments which have monetary value.

Audit

A comprehensive examination of the manner in which the government's resources were utilized. A financial audit is a review of the accounting system and financial information to determine how government funds were spent and whether expenditures complied with the legislative body's appropriations. A performance audit consists of a review of how well the government met its stated goals.

Balanced Budget

A balanced budget is defined as a budget in which proposed expenditures and provisions of contingencies in the budget do not exceed the total estimated revenues including surpluses from prior years.

Bond

A written promise to pay a sum of money on a specific date at a specific interest rate. The interest payments and the repayment of principal are detailed in a bond ordinance. The most common types of bonds are general obligation and revenue bonds. These are most frequently used for construction of large capital projects, such as buildings, streets, and bridges.

Budget

A financial plan for a specified period of time (fiscal year) that matches estimated revenues and expenditures with various municipal services.

Budget Document

The official published statement prepared by the Finance Department that includes all budget information as approved by Town Board. It is distributed to the press and the public following approval.

Budgetary Basis of Accounting

The basis of accounting used to prepare the budget.

Budgetary Control

The control or management of a governmental unit or enterprise in accordance with an approved budget for the purpose of keeping expenditures within the limitations of available appropriations and available revenues.

Capital Assets

Assets with an initial value greater than \$5,000 and a useful life which exceeds one year (a.k.a. Fixed Assets).

Capital Expenditures/Outlay

Money spent to add or expand property, facilities, and capital assets with the expectation that they will benefit the organization for a length of time exceeding one year (also see Capital Assets & Capital Projects).

Capital Improvement Program (CIP)

A plan of proposed capital outlays and the means of financing them for the current fiscal period.

Capital Projects

Projects, which purchase or construct capital assets which meet or exceed \$25,000. Typically, a capital project encompasses a purchase of land and/or the construction of a building, facility, or infrastructure.

Capital Projects Fund

Established to account for the purchase or construction of major capital facilities that are not financed by proprietary funds or trust funds.

Cash Basis of Accounting

A basis of accounting in which revenues are recorded when received in cash and expenditures are recorded when cash is disbursed.

Component Unit

A legally separate organization for which the elected officials of the primary government are financially accountable. In addition, component units can be other organizations for which the nature and significance of their relationship with a primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

Comprehensive Annual Financial Report (CAFR)

A government unit's official annual financial report prepared and published as a matter of public record.

Contingency

A budgetary reserve set aside for emergencies or unforeseen expenditures not otherwise budgeted for.

Debt Reserves

The Town's obligation to pay the principal and interest of all bonds and other debt instruments according to a predetermined payment schedule.

Debt Service Fund

Established to account for the transfers of resources from other governmental type funds for the payment of principal and interest of general long-term debt.

Deficit

The excess of liabilities over assets for any fund or organization.

Department

A major administrative division of the Town, which has overall management responsibility for an operation or a group of related operation within a functional area.

Depreciation

The process of estimating and recording the lost usefulness, expired useful life or diminution of service from a capital asset that cannot or will not be restored by repair and will be replaced. The cost of the capital asset's lost usefulness is the depreciation or the cost to reserve in order to replace the item at the end of its useful life.

Discrete Presentation

Method of reporting financial data of component units in a column or columns separate from the financial data of the primary government.

Emergency Reserves

As defined in Colorado State Statutes in Article X, Section 20, "to use for declared emergencies only, each district shall reserve 3% or more of its fiscal year spending excluding bonded debt service."

Encumbrance

The commitment of appropriated funds to purchase an item or service. To encumber funds means to set aside or commit funds for a future expenditure.

Enterprise Fund

Established to finance and account for the acquisition, operation, and maintenance of governmental facilities and services which are entirely or predominantly self-supported by user fees. All activities necessary to provide such services are accounted for in these funds. TABOR defines an Enterprise Fund as, "A government-owned business authorized to issue its own revenue bonds and receives less than 10% of its annual revenue from other government grants and/or subsidies".

Escrow

A deed, bond, money, or a piece of property delivered to a third party (escrow agent) to be delivered by him/her to the grantee only upon the fulfillment of a condition.

Excise Tax

Selective sales taxes that are levied on specific transactions. They are levied separately from general sales taxes.

Expenditure

Decrease in net financial resources other than through interfund transfers.

Fiduciary Funds

Used to account for financial resources held or managed by the governmental entity in a trustee or agent capacity for individuals, private organizations, other governmental entities, and/or other funds. There are two types of fiduciary funds, trust and agency funds.

Fiscal Year

A 12-month period of time to which the annual operating budget applies and at the end of which a government determines its financial position and the results of its operations.

Fixed Assets

Assets with a value greater than \$5,000 and useful life of several years (a.k.a. Capital Assets).

Franchise Fee

The Town imposes franchise fees on utility companies that provide services within the Town limits. This fee grants the company access to public streets and provides easements that enable them to supply and maintain services to Town residents.

Full-Time Equivalent (FTE)

A standard measure of staffing. One FTE is equal to a 2,080 working hours which is the number of hours worked in a year by a full-time employee (40 hours per week x 52 weeks = 2,080 hours).

Fund

An accounting entity that has a set of self-balancing accounts and that records all financial transactions for specific activities or government functions. Eight commonly used funds in public accounting are the general fund, special revenue funds, debt service funds, capital projects funds, enterprise funds, trust and agency funds, internal service funds, and special assessment funds.

Fund Balance

Fund balance is the excess of assets over liabilities. A negative fund balance is referred to as a deficit.

Fund Type

Any one of seven types into which all funds are classified in governmental accounting. The seven fund types are general, special revenue, debt service, capital projects, enterprise, internal service, and trust/agency.

General Fund

The General Fund is established to account for the revenues and expenditures necessary to carry out basic governmental activities of the Town such as public safety, planning, administrative services, etc., which are not required to be accounted for in another fund.

General Obligation Bonds

Long-term debt backed by the full faith and credit of the issuing government.

Generally Accepted Accounting Principles (GAAP)

Uniform minimum standards and guidelines for financial accounting and reporting that govern the form and content of financial statements. They encompass the conventions, rules, and procedures necessary to define

accepted accounting practice at a particular time. Generally accepted accounting principles are continually evolving as changes occur in the reporting environment.

Government Finance Officers Association (GFOA)

An organization which administers the Certificate of Achievement program, as well as others to encourage excellence in financial reporting and budgeting by state and local governments.

Governmental Accounting Standards Board (GASB)

The independent agency established as the official body designated to set accounting and financial reporting standards for state and local governments.

Governmental Funds

Used to account for general government activities which benefit the public as a whole such as administration, police protection, and maintenance of streets and roads. There are five types of governmental funds: general, special revenue, capital projects, debt service, and permanent funds.

Grants

Contributions or gifts of cash or other assets from another government to be used or expended for a specified purpose, activity, or facility.

Impact Fees

Fees imposed to fund expenditures on capital facilities needed to serve new development pursuant to CRS 29-20-104.

Highway Users Tax

This revenue is State collected, locally shared revenue that is distributed monthly. These funds are collected through gas taxes and motor vehicle registration fees and are earmarked specifically for the construction, maintenance or improvement of streets, roads and highways. These monies are distributed to municipalities based on a formula that includes the number of vehicles registered and the miles of streets in each municipality. Distribution percentages are recalculated every year in July based upon the previous year vehicle registrations and the previous year miles of open and maintained streets. A Local Highway Finance Report must be completed and returned to the Colorado Department of Transportation each year in order to receive a portion of this revenue.

Infrastructure

Long-lived capital assets that normally are stationary in nature and normally can be preserved for a significantly greater number of years than most capital assets.

Interfund Transfers

Amounts transferred from one fund to another within a single government entity.

Interfund Loans

Loans made from one fund to another.

Intergovernmental Revenue

Revenue received from other governments in the form of grants, entitlements, shared revenues, or payments in lieu of taxes.

Internal Service Fund

A fund used to account for the financing of goods or services provided by one department or agency to other departments or agencies of a government, or to other governments, on a cost-reimbursement basis.

Levy

To impose taxes, special assessments, or service charges for the support of governmental activities.

Long Term Debt

Debt with a maturity of more than one year after the date of issuance.

Mill

The rate of tax which results in one dollar of taxes on each \$1,000 of assessed valuation.

Modified Accrual Accounting

A basis of accounting in which expenditures are accrued but revenues are accounted for on a cash basis. This accounting technique is a combination of cash and accrual accounting since expenditures are immediately incurred as a liability while revenues are not recorded until they are actually received or are “measurable” and “available for expenditure”. Since this type of accounting basis is a conservative financial approach, it is recommended as the standard for most governmental funds.

Occupation Tax

The Town levies a \$2.00 per day tax per occupied lodging room or accommodations provided for a period of less than 30 consecutive days.

Operating Budget

The portion of the budget that pertains to daily operations that provide basic governmental services. The operating budget contains appropriations for expenditures such as personnel, materials, supplies, capital assets, and debt service.

Ordinance

A formal legislative enactment by the governing body of a municipality. If it is not in conflict with any higher form of law, it has the full force and effect of law within the boundaries of the municipality.

Property Tax

Taxes levied against both residential and commercial real property located within the Town limits. Taxes are levied in the current year and due in the following year, i.e. 2018 receipts are for taxes levied in 2017. Property taxes are restricted by the “TABOR” Amendment and State Statutes. Currently all property taxes are reported in the General Fund.

Proprietary Funds

Account for a government’s business-type or commercial activities such as goods or services that are sold to the public, to other governments, or to other departments within the government. There are two types of proprietary funds, enterprise and internal services.

Refunding Bonds

Bonds issued to retire bonds already outstanding. The refunding bonds may be sold for cash and outstanding bonds redeemed in cash, or the refunding bonds may be exchanged with holders of outstanding bonds.

Resolution

A special or temporary order of legislative body requiring less legal formality than an ordinance or statute; used by governing boards for taking formal action.

Revenue

Funds that are received as income. It includes such items as tax payments, fees from specific services, receipts from other governments, fines, forfeitures, grants, and interest earnings.

Revenue Bonds

Bonds whose principal and interest are payable exclusively from earnings of a public enterprise.

Road and Bridge Tax

This revenue is a portion of the highway user taxes which are distributed to the counties. The County shares a portion of the taxes it receives to support Town roads and bridges within the county.

Sales Tax

The Town levies a 3.6% tax for all local retail sales. Sales taxes on the sale of all non-food items are allocated between funds as follows: General Fund receives 55%, and approx. 25% of the collections (which is equal to a 1% tax rate) have been restricted exclusively for the purposes of acquiring, developing, constructing, and repairing existing and planned streets and parks as well as to pay debt service on debt issued for such purposes. The other 20% (which is equal to a .6% tax rate) of the sales tax is restricted for the purpose of constructing and maintaining Town facilities. The proceeds are used to pay 2018 Certificates of Participation related debt service.

Special Assessment

A compulsory levy made against certain properties to defray part or all of the cost of a specific improvement or service deemed to primarily benefit those properties.

Special Revenue Fund

Established to account for the proceeds of specific revenue sources (other than special assessments, pension trusts, proprietary fund operations and revenues received for major capital projects) that are legally restricted for specified purposes. GAAP only requires the use of special revenue funds when legally mandated.

Specific Ownership Tax

The County Department of Motor Vehicles collects specific ownership tax when a vehicle is licensed. This tax is collected based on the value of the vehicle when it was new. This taxable value does not change throughout the life of the vehicle; however the tax rate charged on the taxable value continues to decrease until the vehicle is 10 or more years old at which time the taxes paid are \$3.00 per year. The Weld County Treasurer's Office distributes 29% of this tax to various local districts (including the Town) based on their mill levy.

Supplemental Appropriation

An appropriation by the Town Board of Trustees when there is a need to transfer budgeted and appropriated monies from one fund to another fund or, if during the fiscal year, the governing body or any spending agency of such local government received unanticipated revenue or revenues not assured at the time of the adoption of the budget.

Tax

A compulsory charge levied by a government to finance services performed for the common benefit.

Taxpayer's Bill of Rights (TABOR)

An amendment to the Colorado State Constitution passed by Colorado voters in November 1992 which limits the growth of local government revenues equal to that of the rate of inflation plus local growth (assessed valuation).

Tobacco Tax

A \$0.01 tax is levied by the State of Colorado on each cigarette sold. Approximately 27% of this tax is distributed to municipalities based on the percentage of state sales taxes collected in the jurisdiction compared with the statewide collection. The Town receives these taxes on or near the 15th of the month; two months after the vendor collects the taxes.

Useful Life

An estimation of the period of time over which machinery, equipment, property, facility, or other capital asset will be of value or use to its owner.

User Fees

Charged to the benefiting party for the direct receipt of a public service.

Working Capital

The amount of current assets that exceeds current liabilities.

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.f

Discussion/Action

Meeting Date: November 18, 2020

Initiated By: Jessica Clanton

Dept: Finance

AGENDA TITLE

Resolution 20-109: 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 2021 BUDGET YEAR

SUMMARY

Staff presented the 2021 Preliminary Budget to the Board of Trustees at the Work Sessions on September 16th, October 21st, and at the regular meetings on September 23rd and October 28th, 2020. No changes have been made since the October 28th meeting.

HISTORY AND PREVIOUS BOARD ACTION

Public notice was published in the Longmont Times-Call on November 4, 2020, stating that the Proposed 2021 Budget would be available for review at the Town's office. In addition, it stated that public comment and review would take place at the November 18th, 2020, Board meeting and, pending Board approval, that it would be adopted at that same Board meeting.

Attached you will find Resolution 20-109 for the Board's consideration.

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached Resolution appropriating sums of money to the various funds and spending agencies by formally adopting the 2021 Budget.

ALTERNATIVES

State law requires the adoption of an annual budget

ATTACHMENTS

1. Reso 20-109 2021 BUDGET RESOLUTION APPROPRIATION (1)

FINANCIAL CONSIDERATIONS

See attached the 2021 Budget.

RESOLUTION NO. 20-109

**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 2021 BUDGET YEAR**

WHEREAS, the Board of Trustees has adopted the annual budget in accordance with the Local Government Budget Law on November 18, 2020; and

WHEREAS, the Board of Trustees has made provision therein for revenues in an amount equal to total proposed expenditures as set forth in said budget; and

WHEREAS, it is required by law but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, so as not to impair the operation of the Town.

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

Section 1. That the following sums are hereby appropriated from the revenues of each fund, for the purposes stated:

General Fund	\$ 15,415,471
Capital Projects Fund	\$ 14,547,955
Debt Service Fund	\$ 2,839,955
Conservation Trust Fund	\$ 442,750
Firestone Urban Renewal Authority – Southern	\$ 0
Firestone Urban Renewal Authority – Northern	\$ 3,238,788
Firestone Urban Renewal Authority – Central	\$ 1,327,365
Firestone Urban Renewal Authority – Big Horn	\$ 47,240
Water Fund	\$ 43,656,649
Stormwater Fund	\$ 1,682,601
<u>Total Appropriations & Transfers:</u>	<u>\$ 83,198,774</u>

INTRODUCED, READ AND ADOPTED this __ day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney



THIRD QUARTER SERVICE REPORT
July 1 – September 30, 2020

Prepared for: **The Town of Firestone**

**FREDERICK-FIRESTONE
FIRE PROTECTION
DISTRICT**

*Leading Together,
By Serving Together*



**OFFICE OF THE
FIRE CHIEF**

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October 11, 2020

Town of Firestone
151 Grant Ave
Firestone, CO 80520

Mayor Sindelar, Honorable Trustees, and Town Manager Krieger

In compliance with the District's Inter-Governmental Agreement (IGA) with the Town of Frederick, enclosed is the written quarterly service report of our performance during the 3rd Quarter of 2020. The report contains three (3) categories, response times, training hours, and community risk reduction activities for the Fire District.

The response time report contains two (2) sections; total average response time and explanations for response times over seven (7) minutes. The average response time required by the IGA is 5.5 minutes 80% of the time. The District responded to a total of 562 fire, rescue and medical emergency incidents between July 1 and September 30, 2020, with an average emergency response time of 4 minutes and 56 seconds. The summary of responses over seven (7) minutes can be found on the *Incident Response Time Overages* report. Please note, it is District policy not to respond emergent to routine incidents such as blood draws, agency assist calls, or other non-emergency and non-life-threatening situations. For a specific explanation of all overages, please see the report.

The training report is divided into two (2) sections as well, fire and rescue training hours and emergency medical training hours. All training conducted by the District is taught according to State of Colorado Division of Fire Prevention & Control standards which in turn encompass International Fire Services Accreditation Council (IFSAC) and National Fire Protection Association (NFPA) standards. All medical training is approved by the District's Medical Director to meet or exceed Denver Metropolitan Medical Care Protocols. For the 3rd Quarter of 2020, District employees and reserves participated in 5,140 hours of fire, rescue, and emergency medical service training.

The Community Risk Reduction Division completed 177 fire safety inspections during the 3rd Quarter of 2020. Additionally, 18 Certificates of Occupancies were issued for businesses in the District. Also, there were six (6) fire investigations completed during the third quarter.

➤ **District Updates and News for the Third Quarter of 2020**

- Chief Young and Staff attended numerous virtual Weld County meetings through the months of April - June. Which included the Communication Board Meetings, County Workgroups, CAD Workgroup meetings, E911 Board, MAC Group, LEPC and the Weld County Utility Board Commission. to include multiple bi-weekly COVID-19 virtual meetings with the Health Department and Weld County OEM and Weld County Fire Chiefs Association continuing throughout the 3rd Quarter of 2020.
- Executive Staff began working with BBC Research & Consulting, Denver, Colorado on completing our NEXUS Study on Impact Fees for new construction within the District. BBC Research is advising they should have their final study and report to the Board of Director by October 2020. We have provided all information and data requested so far for the study to begin. The study was completed and the District is working with the Town of Frederick to begin Impact Fees in January of 2021.
- The District received a letter from McNeil Insurance Company who contracted with Colorado Safety Engineering to conduct a full inspection of our facilities, equipment and fleet in June. This third-party, independent report came back with no suggestions and excellent ratings across the all areas inspected and evaluated.
- Chief Young led the Weld County Fire Chiefs Association through weekly virtual meetings through the months of July - September. Weekly topics were trends in safety, COVID reporting, Civil Unrest, Task Force and Wildland Status. Other topics were resource tracking and supply cache during the pandemic.
- During the 3rd Quarter we remained vigilant and continued working with SCL Health and the property they own for the future hospital for a potential land donation for Station 5 in the Wyndham Hill area. We have come to an agreement of approximately 2.15 acres of land along Glacier Parkway. FFFD and SCL are negotiating terms and agreements with the future goal of governmental approvals in early 2021 and potentially breaking ground in early 2022.
- The Center of Public Safety Excellence (CPSE) facilitated the District's Strategic Planning process September 28 – October 2, 2020. This was a five (5) day planning event to creating the District's next five (5) plus year road map to success. The 2021 – 2026 Plan will be reviewed and potentially approved by the Board of Directors in December 2020.
- The Planning Section along with Assistant Chief Iacino have been working diligently on updating the Town of Firestone's Building and Fire Code to the 2018 Standard, Weld Counties Building and Fire Code to the 2018 edition for the District with Amendments and we will be working with the Town of Frederick to update codes in 2021.
- The District purchased over 200 COVID and Corona antibody testing kits to provide some idea of a baseline of personnel who have antibodies to the virus. Testing will be conducted in early August and then again in mid to late September. This allows personnel to receive a snapshot in time whether they are carrying antibodies or not. This does not change any of the policies, directives or procedures implemented during the pandemic.
- Chief Young met with the Town of Frederick's Town Manager in August. Topics discussed was Impact Fees, Strategic Plans, Staffing Plans, Economic Development, Intergovernmental Agreements, Emergency Management, and leadership. The Town of Frederick would like to

get both Boards together in the months to come for a meet and greet (November 17, 2020). Fire Chief Young and the Town Manager will work together on getting this accomplished.

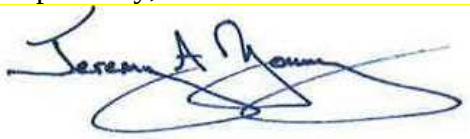
- Chief Young met with the Town of Firestone's Town Manager in August. Topics discussed were Impact Fees, Economic Development, Oil and Gas, Emergency Management, and 2021 planning.
- Chief Young, Asst. Chief Prunk and Asst. Chief Iacino all participated in the annual Carbon Valley Chamber of Commerce Golf Tournament. COS Campos assisted with the Golf Tournament representing the District as a Chamber Officer.
- Weld County Communications along with the Weld County Commissioners have approved a new CAD System for dispatch to be implemented and working by January 2021. District Staff will be working with Weld County Communications over the next year to implement the new CAD and participating in working groups to ensure the end product is best suited for our personnel and our citizens.
- Final Budget Meetings were completed in September and early October with project managers and administrative staff. All project managers and administrative staff reduced the operating budget for 2021 to provide the District significant savings within their operating budgets in order to continue moving the salary structure plan forward and to make-up for the Districts reduction in revenue due to the loss of assessed valuation in real property for 2021.
- Staff is working on the annual Santa Run. With the coronavirus pandemic, the Santa Run will still go on as planned in 2020, however, it will be a non-contact type of event with parade style through all the neighborhoods and subdivisions in the District.
- Staff continues to work with our Designated Election Official and Legal Counsel for the upcoming November 3, 2020 Election. The District will begin educating our community as ballots begin to arrive in the mail.
- Request for proposals (RFP's) were sent out to seven (7) financial institutions for banking services for the District in late September. All proposals are due back the District by October 22, 2020. Chief Young and Finance Director Cummins have been answering multiple questions and clarifications of the RFP with multiple institutions. We are looking forward to ensuring our banking services are the best they can be for the District. Transition of banking change may occur in January 2021.
- The District has partnered with Image Trend, the District's records management system (RMS) to begin utilizing Image Trend Continuum. This new software addition allows administrative and operational staff to review up to the minute live data in order to monitor resources, operational quality assurance and improvement and to begin tracking current and history trends throughout District by utilizing the proper data set forth. More to come on this new procedure as we ourselves are learning and uncovering all the potential uses, such as a live dash board on our website for community members and visitors to view.
- The District is moving forward with changing our cell and data service from Verizon to First Net & AT&T. This change will save the District over \$6,000 annually and will provide us with state-of-the-art mobile data terminal systems for data utilization (cradle-points) for all of our fleet and operational staff. This change will also begin the needed hardware process to move towards closest-unit dispatching in the future. This is an upfront cost to this change,

however, within a year and half if will save the District in expenses and hardware cost such as phones will no longer be charged to the District.

- During the 3rd Quarter, the District had multiple personnel and apparatus deployed to the Pine Gulch Fire north of Grand Junction and the Cameron Peak Fire west of Fort Collins. As of the time of this report, our personnel and equipment have been deployed over 90-days working on large scale incidents within the State and the Louisiana Hurricanes.
- Chief Young has finalized the budget work with the Town's on Cost Sharing for the 2021 budget in regards to the FTE Mechanic with the Town of Frederick and the Carbon Valley Emergency Management Agency – EMC position and support cost for the Emergency Operations Center in partnership with the City of Dacono, Town of Frederick, Town of Firestone and Mountain View Fire Rescue.
- 2021 Tax Revenue: The general mill levy for 2021 will remain at 13.900 mills as was established in 2019 by election. In addition, the mill levy for debt service (bond payment) will be 0.482 mills in order to make the minimum principal and interest payment on the 2003 General Obligation Bonds in 2021. The assessed valuation decreased from the 2020 of a 8.816 percent decrease in assessed valuation of real property. This is roughly a \$1,000,000 decrease in the District's annual budget in 2021 versus 2020.
- Chief Young and the District's Finance Director continue monitoring, forecasting, modeling and completing sensitivity scenarios of revenue loss for 2021 – 2022. The District will be on a hiring freeze in 2021 and will slow growth of capital infrastructure greatly in 2021. Even though the Town's continue to grow, the District has to weather this storm before engaging in larger capital projects.
- 2021 Budget Preparation and Scheduling
The remaining timeline of the adoption of the 2021 Budget is as follows:
 - October 12 First Reading of the Proposed Budget
 - October 19 Second Reading of the Proposed Budget
 - October 20 - December 14 Public Review of the Proposed Budget
 - December 14 Final Budget Hearing & Adoption of 2020 Budget

Please review the enclosed materials and supporting data at your convenience. If you have any questions or should you need any additional information, please feel free to contact me. As always, if we can do anything to improve our service to the Town, please do not hesitate to contact me directly.

Respectfully,

A handwritten signature in blue ink, appearing to read "Jeremy A. Young", enclosed in a yellow rectangular box.

Jeremy A. Young MS, EFO, CFO
Fire Chief

**FREDERICK-FIRESTONE
FIRE PROTECTION
DISTRICT**



**ASSISTANT CHIEF
OF OPERATIONS**

Office: 303.833.2742

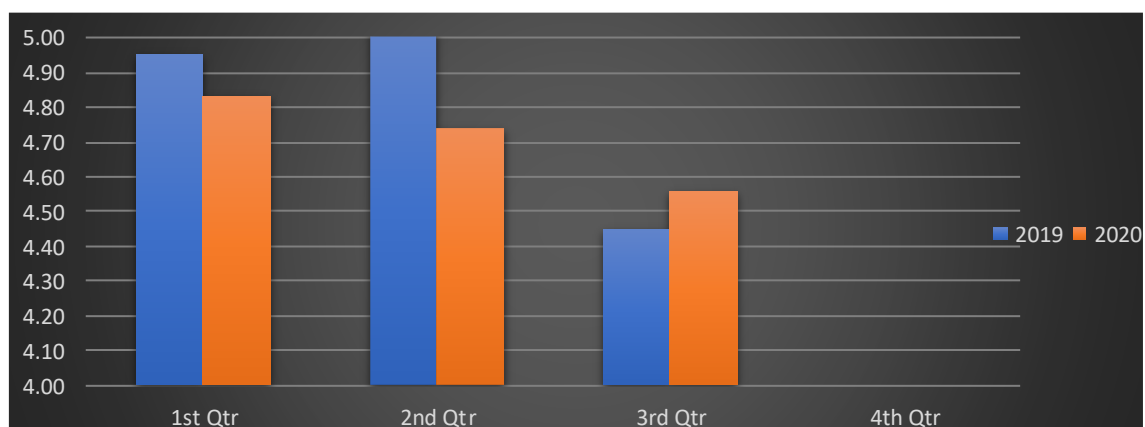
Fax: 303.833.3736

E-Mail: dprunk@fffd.us

**RESPONSE SUMMARY
July 1 – September 30, 2020**

	<u>2019</u>	<u>2020</u>
Total incidents July – September:	613	562
Total number of non-emergency response calls:	308	297
Total number of emergency response calls:	305	265
<u>Total number of patient transports by ambulance:</u>	<u>271</u>	<u>233</u>
Average response time for emergency response calls:	4.44 min	4.56 min

**Average Emergency Response Times
(Minutes & Seconds)**



**FREDERICK-FIRESTONE
FIRE PROTECTION
DISTRICT**



**ASSISTANT CHIEF
OF OPERATIONS**

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**RESPONSE TIME OVERAGES
July 1 – September 30, 2020**

INCIDENT	DATE	ALARM TIME	RESPONSE MINUTES	EXPLANATION
Station 1				
2020-1110	07/08/2020	11:33	8	Primary unit in training/meeting
2020-1322	08/13/2020	01:38	10	Dispatch alert/address issue
2020-1574	09/25/2020	06:54	9	Dispatch alert/address issue
2020-1607	09/29/2020	06:10	8	Dispatch alert/address issue
Station 2				
2020-1186	07/24/2020	07:30	9	Dispatch alert/address issue
2020-1374	08/20/2020	22:49	7	Distance only no outside factors
2020-1434	09/01/2020	07:13	8	Multiple calls for service
Station 3				
2020-1212	07/28/2020	05:57	8	Dispatch alert/address issue
2020-1234	07/31/2020	05:12	7	Dispatch alert/address issue
2020-1256	08/03/2020	08:55	7	Primary unit in training/meeting
2020-1281	08/07/2020	18:53	8	Multiple calls for service
2020-1332	08/14/2020	18:35	8	Multiple calls for service
2020-1481	09/08/2020	03:46	7	Road conditions, weather/construction
2020-1483	09/08/2020	16:02	7	Road conditions, weather/construction
2020-1526	09/17/2020	07:34	7	Distance only no outside factors
2020-1539	09/18/2020	15:03	9	Distance only no outside factors
2020-1555	09/21/2020	01:47	7	Distance only no outside factors
2020-1560	09/22/2020	20:26	7	Distance only no outside factors
2020-1564	09/22/2020	13:45	9	Distance only no outside factors
2020-1572	09/24/2020	20:08	7	Distance only no outside factors
Station 4				
2020-1164	07/20/2020	03:25	7	Distance only no outside factors
2020-1368	08/19/2020	23:36	7	Distance only no outside factors
2020-1376	08/21/2020	08:11	7	Primary unit in training/meeting
2020-1585	09/27/2020	04:57	7	Dispatch alert/address issue

**FREDERICK-FIRESTONE
FIRE PROTECTION
DISTRICT**



**OPERATIONS SECTION
TRAINING DIVISION**

Office: 303.833.2742

Fax: 303.833.3736

E-Mail: bjoseph@fffd.us

**TRAINING SUMMARY
July 1 – September 30, 2020**

Total Fire Training Hours July - September: 4,386 hours

Total EMS Training Hours July - September: 754 hours

Overview of Training Events for 3rd Quarter 2020:

- All line personnel completed shoring and stabilization training during the month of July.
- All line personnel completed extrication training at Elliot's. (make-up from March)
- One (1) member obtained NREMT-Paramedic / Colorado Paramedic certification.
- Eight (8) members completed DO-U Academy taught by Capt. Loveridge
- After Action Reviews completed with A-shift on July 3rd and 4th structure fires.
- Multiple members participated in state written tests for DO-U, DO-P, DO-A, FI-I and FF-II certifications.
- All line personnel (58 members) completed CO level training during the month of August.
- Eight (8) members completed New Hire Orientation.
- Two (2) Paramedic/FF's began Paramedic Field Instruction Program.
- Sixteen (16) members working on completing New Hire Task Books.
- Two (2) members completed 20 hour- Vehicle Fire Investigation class.
- Three (3) members completed Fire Behavior Curriculum Train the Trainer.
- Five (5) members completed an Instructor Methodology class and passed the state written exam for Fire Instructor I certification.
- Three (3) members completed 80-hour DO-P academy taught by Capt. Loveridge.

- Personnel with State of Colorado firefighter certifications that expire on Jan. 1, 2021 were notified of JPR completion status by the Training Division.
- All personnel completed monthly RAPID Assessment surveys regarding first responder health and well-being.
- Each shift completed Blue Card Incident Command training. The training focused on the command and control of residential structure fires. Company Officers were evaluated utilizing the Blue Card simulations.
- All line personnel completed monthly continuing education regarding pre-hospital care for patients. The training was conducted by the District's Medical Director.
- All line personnel completed Residential scenarios and Basic USAR trainings during the month of September.
- Two (2) Paramedic/FF moved to phase-III of their Paramedic Field Instruction Program.
- Multiple Driver/Operator practical's completed throughout September

2020 Strategic Planning Process – Internal Stakeholders September 29 – October 1



Initiatives Identified

Community Enhancement & Marketing

Service Accreditation & Enhancement

External Relationships

Recruitment and Retention

Capital Assets & Future Infrastructure

Health and Wellness

Career Development

**FREDERICK-FIRESTONE
FIRE PROTECTION
DISTRICT**



**ASSISTANT CHIEF OF
PLANNING**

Office: 303.833.2742

Fax: 303.833.3736

E-Mail: siacino@fffd.us

**PLANNING SECTION SUMMARY
July 1 – September 30, 2020**

Fire Safety Inspections completed

- 177 Fire Safety Inspections in the 3rd Quarter of 2020

New Construction Activity and Permits issued (year to date)



Certificate of Occupancy Inspections and completed projects 3rd Quarter

- 3758 Imperial St
- Mark Young TI
- Safeway Propane Exchange
- Coal Ridge Middle School TI
- Gateway North Self Storage phase II
- Front Range Fire Apparatus TI
- L&M Ventures Pet Spa
- Liquor Store – 4415 City Centre
- Miss Amy's Daycare
- Otterbox Fire Alarm
- Spark Discovery Preschool
- Guardian Roofing
- P-Spec Performance
- JP's Garage
- Gateway Clubhouse
- Mile High Shooting
- St. Teresa's Church
- Stapp Toyota Solar Project

Fire Investigations

- Two (2) Residential Structure Fires.
- One (1) Grass Fires
- Three (3) Vehicle Fires

Youth Firesetter Program

- There were no new YFS cases during the 3rd quarter

Community Outreach Programs / Pub Ed

- Continue to meet with the Towns of Frederick and Firestone to discuss the future of 2020 events.
- Continue to schedule and install car seats as needed. Car seats continue to be installed outside of the stations with all precautions being taken.
- Began work on virtual learning and social media plans for Fire Prevention Week 2020.
- Monthly Meetings attended with Weld PIO and State of Colorado PIO groups.
- Completed work on virtual learning and social media plans for Fire Prevention Week 2020. Fire Prevention Week was Oct. 4-10.
- Created election tab on website to provide information to communities and residents
- Continue to work on District Marketing and Comprehensive Standards of Cover for 2021.



Mission Statement

To enhance your quality of life, by always earning trust, reducing loss of life, preventing harm and protecting property with compassion and integrity.

Vision Statement

The Frederick-Firestone Fire District and its members will be a model of excellence in emergency services, risk reduction, and life safety programs. We will strategically engage the needs of our community; while remaining committed to continuous organizational development through trust, involvement, innovation, creativity, and accountability; while consistently remaining rooted in service.

Enhanced Core Values

Service: Our members believe in standing ready with duty, honor, and loyalty to help others during any time of need. This core value inspires our culture and is the cornerstone of our mission and vision.

Family: Our members believe in developing relationships of emotional support with love and respect to serve one another, teach one another, and share life's joys and sorrows with one another for personal growth.

Professionalism: Our members believe in ownership, accountability, and mastery of their knowledge, skills and abilities within our profession of emergency services, even as expectations and demands continue in the ever-changing world around us.

Compassion: Our members believe in empathy and kindness, which empowers us to do our best at relieving the suffering of physical, mental, and emotional misfortunes of others.

Integrity: Our members believe in maintaining strong moral and ethical principles of honesty, fairness and respect in all aspects of life.

Organizational Motto

"Leading Together, By Serving Together"