



BOARD OF TRUSTEES

REGULAR MEETING AGENDA

December 9, 2020
7:00 PM
2 Park Avenue
Firestone, CO 80504

PRE-MEETING WORK SESSION 6:30 PM IN THE TRAINING ROOM

AGENDA FOR THE WORK SESSION IS A DISCUSSION OF THE REGULAR MEETING AGENDA BELOW

REGULAR MEETING 7:00 PM IN THE COURT ROOM

1. Access Information

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

Topic: 12-09-2020 Board of Trustees Meeting
Time: Dec 9, 2020 07:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84321748813?pwd=NGJVaK5VSUIRYmYxaHNuNmK4UkYxdz09>

Meeting ID: 843 2174 8813

Passcode: 992555

One tap mobile

+16699009128,,84321748813#,,,,,0#,,992555# US (San Jose)

+12532158782,,84321748813#,,,,,0#,,992555# 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 (Washington D.C)

+1 312 626 6799 US (Chicago)

Meeting ID: 843 2174 8813

Passcode: 992555

Find your local number: <https://us02web.zoom.us/u/kdlqtlhxYN>

2. Call to Order & Roll Call

* 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 303-531-6264 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

3. Pledge of Allegiance

4. Approval of Agenda

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

6. Consent Agenda

6.a. Approval of November 18, 2020 Meeting Minutes

6.b. Resolution 20-118: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES CONTRACT MASTER SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND LEONARD RICE CONSULTING WATER ENGINEERS, INC.

6.c. Resolution 20-119: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE RURAL DITCH COMPANY FOR CONSTRUCTION OF A TURN-OUT STRUCTURE ON RURAL DITCH AND CONSTRUCTION OF AN INTERIM DRAINAGE STRUCTURE TO DIRECT TRI-TOWN DRAINAGE BACK TO ST. VRAIN CREEK THROUGH THE RURAL DITCH

6.d. Resolution 20-120: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND PLUMMER ASSOCIATES, INC., REGARDING THE WATER TREATMENT PLANT PROJECT

7. Discussion/Action

7.a. Resolution 20-110: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, LEVYING GENERAL PROPERTY TAXES FOR THE 2020 TAX YEAR, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF FIRESTONE, COLORADO, FOR THE 2021 BUDGET YEAR

7.b. Ordinance 985: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY ORDINANCE 720, AND THEREBY ACKNOWLEDGING TERMINATION OF THE IMPROVEMENTS REIMBURSEMENT AGREEMENT (FIRELIGHT PARK

* 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.

ANNEXATION) BETWEEN THE TOWN OF FIRESTONE AND FAIRVIEW ESTATES, LLC

- 7.c. **Ordinance 986:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY SECTION 3.08.190 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE FIRELIGHT PARK ANNEXATION IMPROVEMENTS REIMBURSEMENT AGREEMENT
- 7.d. **Ordinance 987:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY ORDINANCE NO. 721 REGARDING THE FIRELIGHT PARK DEVELOPMENT AGREEMENT PERTAINING TO VESTED PROPERTY RIGHTS AGREEMENT
- 7.e. **Resolution 20-117:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PRESCRIBING WATER RATES, FEES, TOLLS AND CHARGES FOR THE TOWN OF FIRESTONE, COLORADO
- 7.f. **Resolution 20-122:** A RESOLUTION OF THE BOARD OF TRUSTEES OF FIRESTONE, COLORADO, APPROVING A SUMMARY OF GRANT AWARD TERMS AND CONDITIONS BETWEEN THE TOWN OF FIRESTONE AND THE STATE OF COLORADO FOR DEVELOPMENT OF THE OLD TOWN FIRESTONE SUB-AREA PLAN
- 7.g. **Resolution 20-121:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND DESIGN WORKSHOP INC. REGARDING THE CENTRAL PARK MASTER PLAN
- 7.h. **Resolution 20-123:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A DESIGN DEVELOPMENT SERVICES AGREEMENT FOR THE NEIGHBORS POINT PARK PROJECT BETWEEN THE TOWN OF FIRESTONE AND COLORADO CIVIL GROUP, INC.
- 7.i. **Resolution 20-124:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CHANGE ORDER TO THE CONSTRUCTION AGREEMENT WITH FRANSEN PITTMAN CONSTRUCTION CO., REGARDING THE TOWN HALL PROJECT
- 7.j. Coffee with Trustees Discussion
- 7.k. Broadband Initiative - ALLO Direction

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

9. Reports

9.a. Staff

9.a.i. Monthly Board Reports

9.b. Mayor

9.c. Trustees

10. Adjournment

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

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

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.a

Consent Agenda

Meeting Date: December 9, 2020

Initiated By: Jessica Koenig

Dept: Town Clerk

AGENDA TITLE

Approval of November 18, 2020 Meeting Minutes

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of draft November 18, 2020 Meeting Minutes

ALTERNATIVES

ATTACHMENTS

1. November 18, 2020 BoT Minutes

FINANCIAL CONSIDERATIONS

TOWN OF FIRESTONE, COLORADO
Board of Trustees Special Meeting
MINUTES
November 18, 2020

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?pwd=MmQ1ZW9ydjB6WjdpT0U3ZDc4ejRCZz09>

2. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on November 18, 2020, at the Police Department, 2 Park Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:07 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; Dave Lindsay, Engineer; 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 Osthoff, 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

Motion by Mayor Pro Tem Jimenez, **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)

Dr. R Paul Williamson gave public comment regarding the Rocky Mountain Rail and a plan to connect the N Line in Northglenn to Firestone and Fort Collins.

Mr. Drew Peterson gave public comment expressing appreciation for the work the Board of Trustees has done.

6. Consent Agenda

Motion by Trustee Doherty, **second** by Mayor Pro Tem Jimenez, 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 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 (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

Mayor Sindelar opened the public hearing for Ordinance 981 at 7:20 pm.

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

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

William P. Hayashi, Town Attorney, responded to Board questions regarding whether there will be a separate addendum for revisions or if the modifications would be included within each section.

Mr. Bjerkaas responded to Board questions regarding solar energy.

Mayor Sindelar closed the public hearing at 7:36 pm.

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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

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

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Doherty, to Approve **Resolution 20-116**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE FIRESTONE BUILDING ADMINISTRATIVE 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.

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

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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

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.

Motion by Trustee Doherty, **second** by Trustee Conyac, to Approve **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.

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

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

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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

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

Mayor Sindelar opened the public hearing for Resolution 20-107 and Resolution 20-108 at 8:19 pm.

AJ Krieger, Town Manager, presented to the Board of Trustees.

Drew Peterson gave public comment regarding Agenda Item 8d, Resolution 20-107.

Kathy Moore gave public comment regarding Agenda Item 8d, Resolution 20-107.

Mr. Krieger responded to Board questions regarding the DOLA grant amount, if Firestone is self-sustaining water-wise, if the Town would experience immediate growth following the availability of water, and if he would clarify the purpose of the water use rate increases.

Mayor Sindelar closed the public hearing at 9:09 pm.

Motion by Trustee Conyac, **second** by Trustee Doherty, to Approve **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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

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

Mayor Sindelar opened the public hearing for Resolution 20-107 and Resolution 20-108 at 8:19 pm.

AJ Krieger, Town Manager, presented to the Board of Trustees.

Drew Peterson gave public comment regarding Agenda Item 8d, Resolution 20-107.

Kathy Moore gave public comment regarding Agenda Item 8d, Resolution 20-107.

Mr. Krieger responded to Board questions regarding the DOLA grant amount; if Firestone is self-sustaining water-wise, would the Town experience immediate growth following the availability of water, and if he would clarify the purpose of water use rate increases.

Mayor Sindelar closed the public hearing at 9:09 pm.

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Conyac, to Approve **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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

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

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Sharp, to Approve **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

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

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

10. Reports

AJ Krieger, Town Manager, reported that the Central Park scope of work is anticipated for the December 9, 2020 Board of Trustees meeting. Mr. Krieger reported on a post on social media regarding anticipated changes to the Police Department Court Room. Mr. Krieger responded to Board questions regarding the Training Room and clarified that no changes are planned for the Training Room.

Trustee Whelan expressed appreciation for citizens' engagement and requested residents reach out to the Board when concerns arise. Trustee Whelan expressed interest in exploring Dr. Williamson's public comment.

Trustee Conyac expressed that he, too, is interested in exploring Dr. Williamson's offer. Trustee Conyac reported on a recent meeting with Neighbors Point HOA regarding the park.

Trustee Sharp acknowledged that some public comment sent via email was not received by all the trustees due to errors in the email addresses. Trustee Sharp reported on Two Hunters Park. Trustee Sharp expressed appreciation for Erin Martinez and all she did to construct Two Hunters Park. Trustee Sharp expressed appreciation for citizen comments and acknowledged that it is a really hard time. Trustee Sharp also reported that Santa Cops are bringing light to the Town during this difficult time.

Mayor Pro Tem Jimenez expressed appreciation for the Christmas lights. Mayor Pro Tem Jimenez thanked the Public Works Department for hanging the lights. Mayor Pro Tem Jimenez acknowledged Chief Iancino for his accreditation. Mayor Pro Tem Jimenez reported on the anticipated changes to the Court Room. Mayor Pro Tem Jimenez expressed appreciation for the Police Department, the officers, and their service.

Trustee Meiring reported that some public comment sent via email was not received by all the trustees due to errors in the email addresses. Trustee Meiring also reported that the St. Vrain Valley School District would be transitioning to fully remote learning until January 2021. Trustee Meiring encouraged everyone to take the necessary precautions and steps to control the virus.

Mayor Sindelar thanked everyone for their service to the Town.

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

11. Adjournment

Motion by Trustee Conyac, **second** by Trustee Doherty, to Adjourn at 9:32 pm, All in Favor,
Motion carried.

Introduced and Approved the 9th of December, 2020.

TOWN OF FIRESTONE, COLORADO

ATTEST

Bobbi Sindelar, Mayor

Jessica Koenig, Town Clerk

DRAFT

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.b

Consent Agenda

Meeting Date: December 9, 2020

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 20-118: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES CONTRACT MASTER SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND LEONARD RICE CONSULTING WATER ENGINEERS, INC.

SUMMARY

This Agreement is to continue Leonard Rice Engineers, Inc.'s (LRE) representation of the Town in 2021. Gregg Ten Eyck of LRE has been serving the Town as a Program Manager for water resources matters, reporting to Julie Pasillas, Public Works Director.

The Agreement covers general representation and eleven Task Orders for specific tasks, as described in Schedule A. All of the Task Orders included in Schedule A of the Agreement will be completed in 2021.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved previous Agreements on June 14, 2017, December 18, 2017, December 12, 2018, and December 11, 2019, to retain LRE to serve the Town in a Program Management role and identified task orders.

RECOMMENDATION

Staff recommends approval of Resolution 20-118, approving a Professional Services Contract Master Service Agreement with Leonard Rice Engineers, Inc.

ALTERNATIVES

The Board may choose not to approve Resolution 20-118 and provide Staff with additional direction.

ATTACHMENTS

1. Res No 20-118 2021 Leonard Rice Services Agmt
2. 2021 Master Services Agreement Leonard Rice with Schedule A

FINANCIAL CONSIDERATIONS

The contract includes an amount not to exceed \$861,200.00. Sufficient funds have been budgeted and appropriated in the Water Fund.

RESOLUTION NO. 20-118

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

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

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

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

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

INTRODUCED, READ AND ADOPTED this 9th day of December, 2020.

TOWN OF FIRESTONE, COLORADO

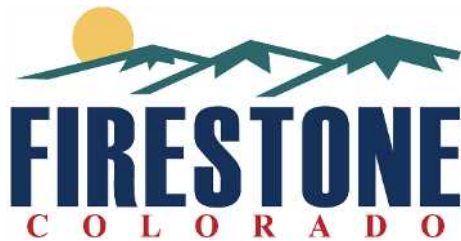
Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney



PROFESSIONAL SERVICES CONTRACT MASTER SERVICE AGREEMENT

THIS AGREEMENT (“Agreement”), made this 9th day of December, 2020, between the Town of Firestone, a statutory Colorado town, whose address is 151 Grant Ave., P.O. Box 100, Firestone, CO 80520, hereinafter referred to as “FIRESTONE,” and Leonard Rice Consulting Water Engineers, Inc. (dba LRE Water), an independent contractor, whose address is 1221 Auraria Parkway, Denver, CO 80204, hereinafter referred to as “CONSULTANT,” provides as follows:

ARTICLE I SCOPE OF SERVICES

Section 1.1 Services: FIRESTONE retains CONSULTANT, and CONSULTANT agrees to perform the services as described in Schedule A, hereinafter referred to as the “Services”. Schedule A is hereby incorporated by reference and made a part of this Agreement. To the extent that this Agreement and Schedule A conflict, the provisions of this Agreement shall prevail. Additional goods or services beyond those set out in Schedule A, if requested, shall be provided only when authorized in writing by FIRESTONE.

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

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

Section 1.2 Contract Time: CONSULTANT shall commence work upon direction to proceed from FIRESTONE and complete the Services on or before December 31, 2021.

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

Section 1.4 Warranty of Consultant: CONSULTANT warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses required by law. All professional services shall be performed timely in accordance with generally accepted professional practices and the level of competency presently maintained by other professionals providing the same general type of work as set forth in Schedule A.

ARTICLE II **CONTRACT PRICE**

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

☒ _____ As described in Schedule A.

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

☐ _____ A fixed sum of \$_____.

☐ _____ Based upon a time, materials and expenses basis, pursuant to the rate schedule attached hereto as Schedule A, but in no event shall the total compensation to CONSULTANT under this Agreement exceed \$_____.

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

Section 2.2 Payment: FIRESTONE will make payment due to CONSULTANT for compensation for completed work within thirty (30) days after invoices submitted by CONSULTANT, which invoice(s) may not be submitted more frequently than monthly. Invoices shall indicate the basis upon which payment is requested, such as percentage of the Project completed, or actual time, materials and expenses. FIRESTONE shall submit invoice disputes, if any, to CONSULTANT within thirty (30) days for resolution by mutual consent.

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

Section 2.4 No Multi-Year Fiscal Obligation. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, FIRESTONE's obligations under this Agreement are subject to annual appropriation by FIRESTONE's Board of Trustees. Any failure of FIRESTONE's Board of Trustees to annually appropriate adequate monies to finance FIRESTONE's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to CONSULTANT of any failure to appropriate such adequate monies.

Section 2.5 Appropriation: If this is a contract for the design or construction, or both the design and construction, of a public works project, FIRESTONE has appropriated funds equal to or in excess of the Contract Price.

ARTICLE III

ADMINISTRATION OF THIS AGREEMENT

Section 3.1 Project Performance: In consideration of the compensation provided for in this Agreement, CONSULTANT agrees to perform or supply the Project, in accordance with generally accepted standards and practices of the industry, and warrants all materials incorporated in the Project to be free from defect of material or workmanship and conform strictly to the specifications, drawings or samples specified or furnished. This Section 3.1 shall survive any inspection, delivery, acceptance or payment by FIRESTONE.

Section 3.2 Oversight: All of the work associated with the Project shall be performed under the direction of Gregg S. Ten Eyck and/or Brett Gracely; it is expressly understood and agreed that some of the work may have commenced prior to the formal execution of this Agreement, in which event such work is incorporated into the Project and is deemed to have been and is authorized by this Agreement.

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

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

(1) The documents prepared by CONSULTANT in connection with the Project and copies thereof furnished to other parties are for use solely with respect to the Project. Such documents are not to be used by any other contractor or subcontractor on other projects or for additions to this Project outside the scope of the work under this Agreement without the specific written consent of FIRESTONE and CONSULTANT. Other contractors and subcontractors are authorized to use and reproduce applicable portions of the documents prepared by CONSULTANT appropriate to and for use in the execution of their work under this Agreement. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the documents prepared by CONSULTANT.

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

Section 3.4 Insurance:

(a) CONSULTANT shall at its own expense procure a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by

CONSULTANT under this Agreement. Such insurance shall be in addition to the insurance requirements below or otherwise imposed by law.

(b) CONSULTANT shall at its own expense keep in full force and effect during the term of this Agreement and during the term of any extension or amendment of this Agreement, insurance as stated below:

(1) Commercial General Liability Insurance with minimum combined single limits of One Million Dollars and No Cents (\$1,000,000.00) for each occurrence and One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, completed operations, explosion, collapse, and underground hazards.

(2) If professional services (architecture, engineering, design, etc.) are provided, Professional Liability Insurance with limits of One Million Dollars and No Cents (\$1,000,000.00) per claim and One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) aggregate. This policy shall remain in force for the period of design and construction and shall include a discovery period of three years, to commence upon substantial completion of the Project.

(3) Workers' Compensation Insurance to cover all obligations imposed by applicable laws for all of CONSULTANT's employees engaged in the performance of work under this Agreement, based on statutory limits prescribed by and in accordance with Colorado law. In the event any services are performed by a subcontractor, CONSULTANT shall require such subcontractor to provide workers' compensation insurance for its employees.

(4) Comprehensive Automotive Liability Insurance for the duration of this Agreement covering all owned, non-owned, and hired vehicles used in connection with the work performed by or on behalf of CONSULTANT under this Agreement in an amount not less than Five Hundred Thousand Dollars and No Cents (\$500,000.00) combined single limit per occurrence for bodily injury and property damage.

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

(d) The General Liability policy required under this Section shall provide that such insurance is primary coverage with respect to work contemplated under this Agreement by all insureds and additional insureds, and that any insurance carried by FIRESTONE, its officers, or its employees, or carried by or provided through any insurance pool of FIRESTONE, shall be

excess and not contributory insurance to that provided by CONSULTANT. CONSULTANT shall be solely responsible for any deductible losses under any policy required above. Any insurance policy required under this Agreement shall be written by a responsible company or companies authorized to do business under the laws of the State of Colorado, subject to the approval of FIRESTONE.

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

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

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

Section 3.5 Colorado Governmental Immunity Act: The parties hereto understand and agree that FIRESTONE is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 *et seq.*, C.R.S., as may be amended, or those otherwise available to FIRESTONE, its officers, or its employees.

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

as to any person described in this Section.

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

Section 3.7 Subcontractor(s): CONSULTANT shall, as soon as practicable after the signing of this Agreement, notify FIRESTONE in writing for FIRESTONE's approval, of any subcontractors who may be involved in the Project and the general scope of work to be performed by each subcontractor. FIRESTONE may, in its reasonable discretion, reject any proposed subcontractor; in which case CONSULTANT shall either perform such component of the work itself, or secure a subcontractor acceptable to FIRESTONE.

Section 3.8 Termination of Agreement for Convenience: This Agreement may be terminated by FIRESTONE without cause upon seven (7) days written notice to the CONSULTANT. In the event of termination, FIRESTONE will pay CONSULTANT for all services satisfactorily performed and for goods provided to date of termination. If payment is otherwise due in a fixed sum, FIRESTONE will pay CONSULTANT for the pro rata value of the completed portion of the Project. If, however, CONSULTANT has substantially or materially breached the standards or terms of this Agreement, FIRESTONE shall have any remedy or right to set off available at law and equity.

Section 3.9 Binding Effect: FIRESTONE and CONSULTANT each bind itself, its successors and assigns to the other party to this Agreement with respect to all rights and obligations under this Agreement. Neither FIRESTONE nor CONSULTANT shall assign or transfer its interest in, or obligation under, this Agreement without the written consent of the other.

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

Section 3.11 Immigration Status Obligations:

(a) CONSULTANT certifies, through signature of its authorized representative executing this Agreement, that it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the CONSULTANT will participate in the United States Government's E-Verify Program or the State of Colorado Department of Labor and Employment Program ("Department Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services.

(b) CONSULTANT shall not:

- (1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
- (2) Enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services.

CONSULTANT shall affirm as required by C.R.S. § 8-17.5-102 (c) (II), as may be amended, the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

(c) CONSULTANT is prohibited from using the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

(d) If CONSULTANT obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, CONSULTANT shall be required to:

- (1) Notify the subcontractor and FIRESTONE within three days that the CONSULTANT has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- (2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph (B)(2) the subcontractor does not stop employing or contracting with the illegal alien; except that the CONSULTANT shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(e) CONSULTANT shall comply with all rules and regulations and any reasonable request by the State Department of Labor and Employment made in the course of the Department's performance of its lawful duties pursuant to C.R.S. 8-17.5-101 et.seq., as may be amended.

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

Section 3.12 Notice and Communications: Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or

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

FIRESTONE:

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

CONSULTANT:

Leonard Rice Consulting Water
Engineers, Inc.
1221 Auraria Parkway
Denver, CO 80204
Attn: Gregg S. Ten Eyck
Telephone: 303-455-9589
Facsimile: 303-455-0115
E-mail:
Gregg.TenEyck@LREWater.com
Brett.Gracely@LREWater.com

ARTICLE IV
RESPONSIBILITIES OF FIRESTONE

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

Section 4.2 Access to Property and Records: FIRESTONE shall provide CONSULTANT with access to its property as required and necessary to complete the contract. To the extent required by law, FIRESTONE and CONSULTANT agree to make this Agreement and any related records available for public disclosure pursuant to any open records law, including, without limitation, the Colorado Open Records Act, C.R.S. §§ 24-72-101, *et seq.* as may be amended. CONSULTANT agrees to hold FIRESTONE harmless from the disclosure of any records that FIRESTONE reasonably believes it is legally required to disclose.

Section 4.3 FIRESTONE's Representative: FIRESTONE shall designate, in writing, a representative who shall have authority to act for FIRESTONE with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define FIRESTONE's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONSULTANT's services.

Section 4.4 Verbal Agreement or Conversation: No verbal agreement or conversation with any officer, agent or employee of FIRESTONE, either before, during or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle CONSULTANT to any additional payment whatsoever under the terms of this Agreement.

ARTICLE V
MISCELLANEOUS

Section 5.1 Colorado Law: This Agreement is to be governed by the laws of the State of Colorado. Venue for any litigation shall be in Weld County.

Section 5.2 Amendments; Change Orders: This Agreement may only be amended, supplemented or modified in a written document signed by both parties (a "Change Order").

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

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

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

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

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

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

Section 5.3 Counterparts: This Agreement may be executed in two or more counterparts, using manual or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.

Section 5.4 No Third Party Benefit: This Agreement is between FIRESTONE and CONSULTANT and no other person or organization shall be entitled to enforce any of its provisions or have any right under this Agreement.

Section 5.5 Severability: If any term, covenant, or condition of this Agreement is deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be binding upon the parties.

Section 5.6 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all other prior and contemporaneous agreements, representations, and understandings of the parties regarding the subject matter of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties. No representations or warranties whatever are made by any party to this Agreement except as specifically set forth in this Agreement or in any instrument delivered pursuant to this Agreement.

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

Section 5.8 No Waiver: Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by either party shall not constitute a waiver of any of the other terms or obligations of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement the day first written above.

TOWN OF FIRESTONE

ATTEST:

By: _____
Name: Bobbi Sindelar
Title: Mayor

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

CONSULTANT:

By: _____
Name: Cortney Brand
Title: President

SCHEDULE A

(Attached to and made a part of the Agreement between the Town of Firestone and Leonard Rice Consulting Water Engineers, Inc. dated December 9, 2020)

LRE Water Project Number 1527TWF02-21:

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

Participate in two to three Water Team meetings each month.

Review and update as necessary strategies for delivery of C-BT, Windy Gap, NISP, Godding Ditch, Coal Ridge Ditch, Rural Ditch, Lower Boulder Ditch and other sources to Firestone.

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

Work with the Water Team to create or update and amend intergovernmental agreements as needed.

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

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

Budget for 1527TWF02 is \$199,200.00 to be billed in 12 installments of \$16,600.00 each.

LRE Water Project 1527TWF08 Task 1

Task 1 is for LRE to support Lawrence Custer Grasmick Jones & Donovan LLP with Case No. 19CW3236.

Budget for 1527TWF08 Task 1 is \$75,000.00, to be billed at the hourly rates attached to this Agreement.

LRE Water Project 1527TWF08 Task 2

Task 2 is for LRE to support counsel and staff in developing a Substitute Water Supply Plan (SWSP) based on Case No. 19CW3236.

Budget for 1527TWF08 Task 2 is \$40,000.00, to be billed at the hourly rates attached to this Agreement.

LRE Water Project 1527TWF08 Task 3

Task 3 is for LRE to continue and to update the water quality monitoring program, including collection of water quality samples for laboratory analysis; and to report on laboratory results. Laboratory costs are included in the budget below.

Budget for 1527TWF08 Task 3, which covers both professional fees and laboratory fees, is \$66,000.00, to be billed in 12 equal installments of \$5,500.00 each.

LRE Water Project 1527TWF08 Task 4

Task 4 is for LRE to implement the water rights and water supply accounting system as needed to support the substitute water supply plan and to support negotiations related to the accounting systems with objectors in Case No. 19CW3236.

Budget for 1527TWF08 Task 4 is \$40,000.00, to be billed at the hourly rates attached to this Agreement.

LRE Water Project 1527TWF08 Task 5

Task 5 is for LRE to review and evaluate water rights offered to the Town for use in water dedication agreements and to assist Lawrence Custer Grasmick Jones & Donovan LLP in developing agreements.

Budget for 1527TWF08 Task 5 is \$75,000.00, to be billed at the hourly rates attached to this Agreement.

LRE Water Project 1527TWF08 Task 6

Task 6 is for LRE to assist the Town with review and analysis of Firestone-led water acquisitions, including work with the Town's water broker; review of rights of first refusal; assistance with engineering analysis; and negotiations or other efforts to purchase native water rights or contracts.

Budget for 1527TWF08 Task 6 is \$100,000.00, to be billed at the hourly rates attached to this Agreement.

LRE Water Project 1527TWF08 Task 7

Task 7 is for LRE to conduct preliminary engineering analysis of the historical use of the Last Chance Ditch to develop a strategy and plan to change water rights from irrigation to municipal uses.

Budget for 1527TWF08 Task 7 is \$120,000.00, to be billed at the hourly rates attached to this Agreement.

LRE Water Project 1527TWF08 Task 8

Task 8 is for LRE to conduct preliminary engineering analysis of Godding Ditch shares to develop a strategy and plan to change water rights from irrigation to municipal uses.

Budget for 1527TWF08 Task 8 is \$60,000.00, to be billed at the hourly rates attached to this Agreement.

LRE Water Project 1527TWF08 Task 9

Task 9 is for LRE to support Lawrence Custer Grasmick Jones & Donovan LLP in development of a 2021 water court application.

Budget for 1527TWF08 Task 9 is \$60,000.00, to be billed at the hourly rates attached to this Agreement.

LRE Water Project 1527TWF08 Task 10

Task 10 is for LRE to assist the Town with St. Vrain Water Authority matters, including development of Intergovernmental Agreements and attendance at selected Board meetings.

Budget for 1527TWF08 Task 10 is \$12,000.00, to be billed in 12 equal installments of \$1,000.00 each.

LRE Water Project 1527TWF08 Task 11

Task 11 is for LRE to develop an ESRI story map for communication of the Town's water system and water court application(s) to assist in communication with objectors and others.

Budget for 1527TWF08 Task 11 is \$14,000.00, to be billed in 2 equal installments of \$7,000.00 each.

Summary Table

Projects	LRE Water 2021 Budget
General Services	\$ 199,200.00
Task 1: Support Lawrence Custer Grasmick Jones & Donovan LLP change of water rights Case No. 19CW3236.	\$ 75,000.00
Task 2: Substitute water supply plan support.	\$ 40,000.00
Task 3: Water quality sample collection.	\$ 66,000.00
Task 4: Implement the water rights and water supply accounting system as per decree in 19CW3236 and for SWSP.	\$ 40,000.00
Task 5: Assist with the review and analysis, and negotiations or other efforts related to native water dedication agreements.	\$ 75,000.00
Task 6: Assist with the review and analysis, and negotiations or other efforts to research and purchase water rights.	\$ 100,000.00
Task 7: Preliminary engineering for Last Chance Ditch change of water rights	\$ 120,000.00
Task 8: Preliminary engineering for Godding Ditch change of water rights	\$ 60,000.00
Task 9: Support to LCGJD LLP for 2021 water court case	\$ 60,000.00
Task 10: Assist the Town with matters related to Firestone's membership in the St Vrain Water Authority	\$ 12,000.00
Task 11: Create an ESRI story map for communication with objectors and others	\$ 14,000.00
Total	\$ 861,200.00

LRE WATER, INC.
2021 RATE SCHEDULE

Effective December 26, 2020

	<u>Hourly Rate</u>
Student Intern	\$65- \$90
Data Processor/Admin Support	\$75 - \$130
Technician/IT Support.....	\$100 - \$135
Staff I Engineer/Hydrologist/Geologist/Scientist	\$100 - \$135
Staff II Engineer/Hydrologist/Geologist/Scientist	\$115 - \$145
Staff III Engineer/Hydrologist/Geologist/Scientist	\$135 - \$170
Project Engineer/Hydrologist/Geologist/Scientist	\$155 - \$180
Senior Project Engineer/Hydrologist/Geologist/Scientist	\$160 - \$190
Project Manager	\$165 - \$200
Senior Project Manager.....	\$170 - \$255
Principal, Senior Advisor	\$200 - \$270

Expenses such as laboratory analysis, obtaining aerial photos, or other special services incurred directly in connection with the project are billed at cost plus 5 percent to cover handling and administration. Reimbursable expenses billed at cost include airfare, automobile rental, and other travel or per diem costs including mileage billed at the current IRS rate (rounded up to the nearest \$0.05). Subconsultants to LRE are billed at cost plus 10 percent.

December, 2020

RESOLUTION NO. 20-119

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF
FIRESTONE AND THE RURAL DITCH COMPANY FOR CONSTRUCTION OF A
TURN-OUT STRUCTURE ON RURAL DITCH AND CONSTRUCTION OF AN
INTERIM DRAINAGE STRUCTURE TO DIRECT TRI-TOWN DRAINAGE BACK
TO ST. VRAIN CREEK THROUGH THE RURAL DITCH**

WHEREAS, the Town of Firestone ("Town") is a shareholder in the Rural Ditch Company ("Rural"); and

WHEREAS, the parties are subject to an Operating Agreement which sets forth terms and conditions upon the Town's water diversions into and delivery through the Rural Ditch; and

WHEREAS, the Town desires and Rural consents to the Town's construction of a turn-out structure, which will allow the Town to divert water from Rural Ditch into the Last Chance Ditch; and

WHEREAS, as a condition of the above titled agreement the Town shall construct an interim drainage structure that will direct drainage from the towns of Firestone, Frederick and Dacono ("Tri-Town") through the Rural Ditch back to St. Vrain Creek; and

WHEREAS, the Town shall construct the turn out and interim drainage structures in accordance with plans and specifications approved by Rural.

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

The Agreement between the Town of Firestone and the Rural Ditch Company for Construction of a turn-out structure on the Rural Ditch and construction of an interim drainage structure to direct Tri-Town drainage back to St. Vrain Creek through the Rural 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 consultant, 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

RURAL–FIRESTONE AGREEMENT FOR CONSTRUCTION OF A TURN-OUT STRUCTURE ON THE RURAL DITCH AND ALSO FOR CONSTRUCTION OF AN INTERIM STRUCTURE BY WHICH TO DIRECT TRI-TOWN DRAINAGE WATER BACK TO ST. VRAIN CREEK THROUGH THE RURAL DITCH

This **RURAL–FIRESTONE AGREEMENT FOR CONSTRUCTION OF A TURN-OUT STRUCTURE ON THE RURAL DITCH AND ALSO FOR CONSTRUCTION OF AN INTERIM STRUCTURE BY WHICH TO DIRECT TRI-TOWN DRAINAGE WATER BACK TO ST. VRAIN CREEK THROUGH THE RURAL DITCH** (“**Agreement**”) is made and entered into this ____ day of November 2020, by and between the Rural Ditch Company, a Colorado mutual ditch company (“**Rural**” or “**Ditch Company**”) and the Town of Firestone, a Colorado municipal corporation (“**Firestone**”). Rural and Firestone are jointly referred to herein as the **Parties**.

RECITALS

- A. Rural owns, operates and maintains the Rural Ditch (“**Ditch**”) and its appurtenant operation and maintenance easement (“**Ditch Easement**”) located in Weld County, Colorado;
- B. Pursuant to Section 7.1 of its Amended and Restated Bylaws, Rural must approve construction and installation of a new turn-out structure;
- C. Firestone owns 2.41 shares of the capital stock of Rural (“**Firestone Shares**”), and has an option to acquire 1.9 shares of the capital stock of Rural from L.G. Everist (“**L.G. Everist Shares**”), each of the Firestone Shares and the L.G. Everist Shares are subject of a pending water court application in Water Division No. 1 under Case No. 19CW3236;
- D. Rural and Firestone are parties to an Operating Agreement dated _____ that details certain operating conditions placed upon Firestone’s water diversions into and deliveries through the Ditch (“**Operating Agreement**”);
- E. Firestone owns 5 cfs of excess capacity in the Ditch by assignment of an Agreement dated March 29, 2005, from L.G. Everist on _____, which allows the Town to divert into the Ditch and deliver through the Ditch its appropriated, unappropriated, owned, or leased water (“**Firestone Water**”) pursuant to terms and conditions therein (“**Excess Capacity Agreement**”);
- F. Firestone’s water supply plan includes utilizing the Excess Capacity Agreement, subject to the Operating Agreement, as necessary, to divert Firestone Water into the Ditch and deliver it to a new turn-out structure to be located on the Ditch 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 (“**New Structure**”) as the same is depicted in **Exhibit A** which is attached hereto and incorporated by reference herein;
- G. Firestone Water delivered through the New Structure will be delivered from the Ditch into the Last Chance Ditch, which is owned, operated, and maintained by the Last Chance Ditch Company (“**Last Chance**”), such delivery into the Last Chance Ditch to be subject of a separate agreement between Firestone and Last Chance (“**Last Chance Agreement**”);
- H. Firestone desires to obtain Rural’s permission to construct and install the New Structure (“**Approved Activities for New Structure**”);

- I. Rural 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;
- J. As consideration for the New Structure, Firestone agrees: (a) as further described herein, to construct and install an interim structure on or before March 19, 2021, 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** and which will in the short-term, be delivered into the Last Chance to a structure by which it will be turned out and into the Rural Ditch through which it will be delivered to St. Vrain Creek ("**Interim Drainage Structure**"); and (b) not more than ten (10) years from the execution of this Agreement or the Last Chance 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**");
- K. Firestone desires to obtain Rural's permission to construct and install the Interim Drainage Structure ("**Approved Activities for Interim Drainage Structure**"); and
- L. Rural 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.** This Agreement shall be perpetual unless Firestone abandons the New Structure either as evidenced by written acknowledgement by Firestone delivered to Rural, 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, whichever is sooner.

3. CONSTRUCTION OF NEW STRUCTURE.

3.1 Pursuant to the terms of this Agreement, Rural grants Firestone the right 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 eight (8) sheets attached hereto as **Exhibit B** and incorporated by reference herein. Rural's approval of such plans and

specifications is evidenced by the approval letter dated October 7, 2020 from Deere & Ault Consultants, Inc. to Rural, attached hereto as **Exhibit C** and incorporated by reference herein. Rural's review and approval of the plans and specifications for the New Structure is solely for its own benefit and creates no obligation on or to the Ditch Company relating to the Approved Activities for New Structure.

- 3.2 In constructing and installing the New Structure, Firestone shall ensure that backfilling and compaction of the ground around the installation is maintained according to the approved construction specifications.
- 3.3 Firestone shall provide sufficient insurance (Comprehensive General Liability or otherwise) to cover any costs incurred by Rural arising out of the Approved Activities for New Structure during construction and installation, and any subsequent replacement or removal of the New Structure.
- 3.4 In constructing and installing 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 Rural. Rural shall exercise its discretionary acts under this Agreement in a reasonable fashion.
- 3.5 All portions of the Ditch, bottoms, sides, banks, and all affected portions of the Ditch Easement which are disturbed by the Approved Activities for New 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.
- 3.6 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.
- 3.7 Firestone agrees that 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.
- 3.8 Firestone agrees that 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 New Structure until after the 2020 irrigation season. The New Structure shall be completely installed no later than March 19, 2021. If the New Structure is not completely installed by that date, Firestone shall obtain Rural's written permission to continue the installation on terms and conditions acceptable to Rural in its sole discretion.
- 3.9 Even though this Agreement contemplates the installation of the New Structure during the non-irrigation season – see paragraph 3.8, above – Rural cannot guarantee that the Ditch will be dry at the location of the New Structure and cannot control or quantify the amount of “nuisance” water that may be encountered. Additionally, Rural delivers water rights to

numerous reservoirs during the non-irrigation season. As such, Firestone shall be obligated to control and, to the extent necessary, safely bypass all delivered water flows in the Ditch past the construction location. To the extent that Firestone does not include such a bypass plan in the submitted plans and specifications (Exhibit B), it shall provide such a bypass plan to Rural and shall obtain Rural's approval prior to commencing the construction and installation of the New Structure. 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.

- 3.10 If Firestone's Approved Activities for New Structure, for any reason, interrupts the water supply of Rural, its shareholders, or persons/entities with which it has water delivery contracts, Firestone shall pay Rural, as liquidated damages, \$10,000.00 per day for any day that Rural 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, Rural grants Firestone the right to construct and install the Interim Drainage Structure a component of which will allow the delivery of deliver Tri-Town Drainage from the Last Chance Ditch into the Rural Ditch at 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. Rural's approval of such plans and specifications is evidenced by the approval letter dated October ____, 2020 from Deere & Ault Consultants, Inc. to Rural, attached hereto as **Exhibit F** and incorporated by reference herein. Rural'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 Rural 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 Rural. Rural 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 Rural's written permission to continue the installation on terms and conditions acceptable to Rural 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 – Rural 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. Additionally, Rural delivers water rights to numerous reservoirs during the non-irrigation season. As such, Firestone shall be obligated to control and, to the extent necessary, safely bypass all delivered water flows 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 Rural, its shareholders, or persons/entities with which it has water delivery contracts, Firestone shall pay Rural, as liquidated damages, \$10,000.00 per day for any day that Rural 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 both interim and permanent structures to manage the delivery of the Tri-Town Drainage to St. Vrain Creek, Rural shall not assess a fee for either the New Structure or the Interim Drainage 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 Drainage Structure to manage delivery of the Tri-Town Drainage shall be subject to a separate agreement between Firestone and Rural.

6. INSPECTION.

6.1 Firestone shall notify Rural's consulting engineer (Mark McLean of Deere & Ault Consultants, Inc. at 303-651-1468) at least five (5) business days prior to commencement of the Approved Activities and at least five (5) business days prior to the commencement of the Approved Activities for Interim Drainage Structure. Rural may inspect the New Structure and the Interim Drainage Structure during construction and installation of each. Upon

completion of the New Structure and the Interim Drainage Structure, Rural may inspect and test each.

- 6.2 Rural's right to inspect the construction and installation of the New Structure and the Interim Drainage Structure in no way relieves Firestone of its liability for improper construction or installation of either. Rural's inspection is solely for its benefit and creates no obligation to Rural.

7. REIMBURSEMENT OF EXPENSES.

- 7.1 Firestone agrees to reimburse Rural (or pay directly) for all reasonable engineering and legal costs incurred by Rural in preparing and approving this Agreement, the plans and specifications therefor, and the costs of inspection as described in paragraph 5, unless such engineering costs derive from modifications to such plans and specifications directed by Rural's consulting engineer in the field during construction and installation.
- 7.2 Statements for the costs chargeable to Firestone hereunder will be forwarded to Firestone and the same shall be paid to Rural within thirty (30) days after the billing date. If payment has not been received by Rural within thirty (30) days, Firestone shall have breached this Agreement and Rural may institute legal proceedings to collect the amount due and owing. In such proceeding, Rural shall be entitled to its costs and reasonable attorneys' fees from Firestone.

8. OWNERSHIP; MAINTENANCE; REPAIR; REPLACEMENT.

- 8.1 Once constructed and installed, Rural shall own the New Structure and the Interim Drainage Structure and shall be solely responsible for their respective operations. Firestone shall be responsible for routine maintenance for both. Firestone shall timely notify Rural's Superintendent of all deliveries of Firestone Water through the New Structure.
- 8.2 If Firestone or Rural, in their respective reasonable opinions, determines that the New Structure requires repair or replacement Firestone shall conduct such work after Rural approves the work within thirty (10) days after receiving notice of Firestone's desire to maintain, replace or repair the New Structure.
- 8.3 In the event of an emergency, Rural will conduct maintenance or repair immediately, giving notice to Firestone as soon as possible at the emergency contacts identified below. If Rural conducts emergency work, Firestone shall reimburse it for the reasonable costs of the work.

EMERGENCY CONTACTS:

Rural:

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

AND

Rick Hoffman, Ditch Superintendent
970-396-6962 (cell)
rhoffman@ccwcd.org

Firestone:

9. WATER LOSS. Firestone agrees that neither the Approved Activities of New Structure nor 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 Approved Activities of New Structure or the Approved Activities of Interim Drainage Structure increase 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, Rural: (1) assumes no liability for use, operation, or existence of the New Structure or the Interim Drainage Structure; and (2) assumes no additional responsibilities or obligations related to 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 Rural, 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 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 Rural or its agents, employees, successors or assigns.

10. EASEMENT RIGHTS. This Agreement in no way restricts Rural'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.

RURAL:

Angie Swanson, Secretary
Rural 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 **EXHIBITS A** or **B** 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: _____

RURAL DITCH COMPANY,
a Colorado mutual ditch company

By: _____
Randy Ray, 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

EXHIBIT A

N

N.T.S.

Zinnia Ave.

Colorado Blvd (WCR 13)

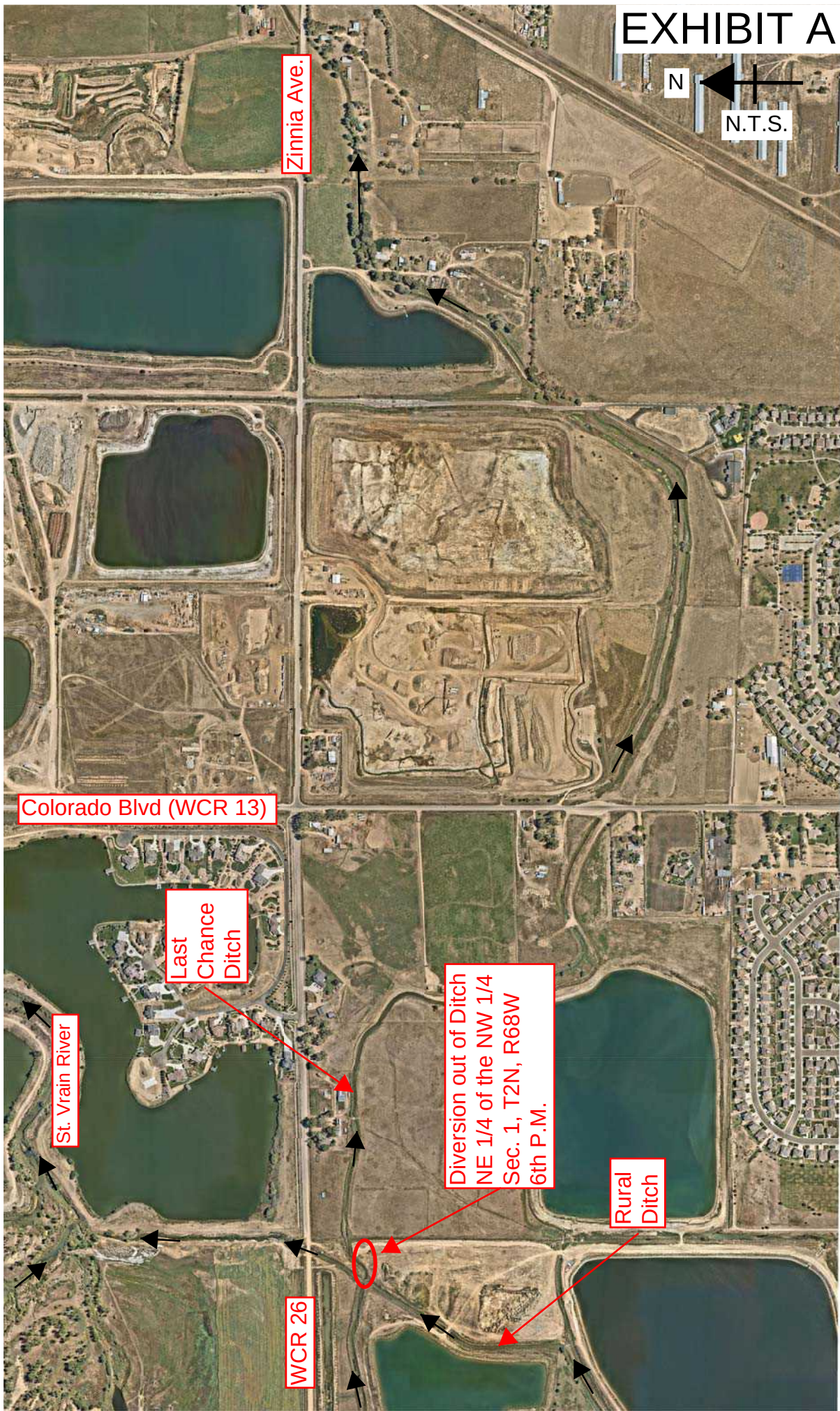
Last
Chance
Ditch

St. Vrain River

Diversion out of Ditch
NE 1/4 of the NW 1/4
Sec. 1, T2N, R68W
6th P.M.

Rural
Ditch

WCR 26



11-16-20 DRAFT

RURAL-FIRESTONE AGREEMENT FOR CONSTRUCTION OF A TURN-OUT STRUCTURE ON THE RURAL DITCH AND ALSO FOR CONSTRUCTION OF AN INTERIM STRUCTURE BY WHICH TO DIRECT TRI-TOWN DRAINAGE WATER BACK TO ST. VRAIN CREEK THROUGH THE RURAL DITCH

This **RURAL-FIRESTONE AGREEMENT FOR CONSTRUCTION OF A TURN-OUT STRUCTURE ON THE RURAL DITCH AND ALSO FOR CONSTRUCTION OF AN INTERIM STRUCTURE BY WHICH TO DIRECT TRI-TOWN DRAINAGE WATER BACK TO ST. VRAIN CREEK THROUGH THE RURAL DITCH** ("**Agreement**") is made and entered into this ____ day of ~~November~~December 2020, by and between the Rural Ditch Company, a Colorado mutual ditch company ("**Rural**" or "**Ditch Company**") and the Town of Firestone, a Colorado municipal corporation ("**Firestone**"). Rural and Firestone are jointly referred to herein as the **Parties**.

RECITALS

- A. Rural owns, operates and maintains the Rural Ditch ("**Ditch**") and its appurtenant operation and maintenance easement ("**Ditch Easement**") located in Weld County, Colorado;
- B. Pursuant to Section 7.1 of its Amended and Restated Bylaws, Rural must approve construction and installation of a new turn-out structure;
- C. Firestone owns 2.41 shares of the capital stock of Rural ("**Firestone Shares**"), and has an option to acquire 1.9 shares of the capital stock of Rural from L.G. Everist ("**L.G. Everist Shares**"), each of the Firestone Shares and the L.G. Everist Shares are subject of a pending water court application in Water Division No. 1 under Case No. 19CW3236;
- D. Rural and Firestone are parties to an Operating Agreement dated _____ that details certain operating conditions placed upon Firestone's water diversions into and deliveries through the Ditch ("**Operating Agreement**");
- E. Firestone owns 5 cfs of excess capacity in the Ditch by assignment of an Agreement dated March 29, 2005, from L.G. Everist on _____, ~~December 20, 2018~~, which allows the Town to divert into the Ditch and deliver through the Ditch its appropriated, unappropriated, owned, or leased water ("**Firestone Water**") pursuant to terms and conditions therein ("**Excess Capacity Agreement**");
- F. Firestone's water supply plan includes utilizing the Excess Capacity Agreement, subject to the Operating Agreement, as necessary, to divert Firestone Water into the Ditch and deliver it to a new turn-out structure to be located on the Ditch 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 ("**New Structure**") as the same in depicted in **Exhibit A** which is attached hereto and incorporated by reference herein;
- G. Firestone Water delivered through the New Structure will be delivered from the Ditch into the Last Chance Ditch, which is owned, operated, and maintained by the Last Chance Ditch Company ("**Last Chance**"), such delivery into the Last Chance Ditch to be subject of a separate agreement between Firestone and Last Chance ("**Last Chance Agreement**");
- H. Firestone desires to obtain Rural's permission to construct and install the New Structure ("**Approved Activities for New Structure**");

Commented [SEH1]: The second version of the Operating Agreement was signed by the Town, but not yet counter-signed by the Company. I am checking on the status of this.

Commented [SEH2]: Need to locate Assignment and add date of Assignment

11-16-20 DRAFT

- I. Rural will approve the construction and installation of the New Structure, provided it is ~~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;
- J. ~~As consideration for the New Structure, Pursuant to a separate agreement with the Last Chance Ditch Company Firestone agrees~~ **agreed to:** (a) ~~as further described herein~~, to construct and install an interim structure on or before March 19, 2021, 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** and which will in the short-term, be delivered into the Last Chance to a structure by which it will be turned out and into the Rural Ditch through which it will be delivered to St. Vrain Creek ("**Interim Drainage Structure**"); and (b) not more than ten (10) years from the execution of this Agreement or the Last Chance 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**");
- K. Firestone desires to obtain Rural's permission to construct and install the Interim Drainage Structure ("**Approved Activities for Interim Drainage Structure**"); and
- L. Rural 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.

Commented [WK3]: I'm not sure that this should be consideration (or that additional consideration is needed) for installing what amounts to a new headgate on the Rural so that Firestone can receive its share deliveries. Firestone should be in the same position as other shareholders of Rural with respect to having new headgates installed on the Rural, per the Rural Bylaws.

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.** This Agreement shall be perpetual unless Firestone abandons the New Structure either as evidenced by written acknowledgement by Firestone delivered to Rural, 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, whichever is sooner.

3. CONSTRUCTION OF NEW STRUCTURE.

- 3.1 Pursuant to the terms of this Agreement, Rural grants Firestone the right to construct and install the New Structure in the location depicted in **Exhibit A-C** as such location is legally described in Firestone's plans and specifications, consisting of eight (8) sheets attached

hereto as **Exhibit B-D** and incorporated by reference herein. Rural's approval of such plans and specifications is evidenced by the approval letter dated October 7, 2020 from Deere & Ault Consultants, Inc. to Rural, attached hereto as **Exhibit C** and incorporated by reference herein. Rural's review and approval of the plans and specifications for the New Structure is solely for its own benefit and creates no obligation on or to the Ditch Company relating to the Approved Activities for New Structure.

- 3.2 In constructing and installing the New Structure, Firestone shall ensure that backfilling and compaction of the ground around the installation is maintained according to the approved construction specifications.
- 3.3 Firestone shall provide sufficient insurance (Comprehensive General Liability or otherwise) to cover any costs incurred by Rural arising out of the Approved Activities for New Structure during construction and installation, and any subsequent replacement or removal of the New Structure.
- 3.4 In constructing and installing 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 Rural. Rural shall exercise its discretionary acts under this Agreement in a reasonable fashion.
- 3.5 All portions of the Ditch, bottoms, sides, banks, and all affected portions of the Ditch Easement which are disturbed by the Approved Activities for New 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.
- 3.6 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.
- 3.7 Firestone agrees that 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.
- 3.8 Firestone agrees that 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 New Structure until after the 2020 irrigation season. The New Structure shall be completely installed no later than March 19, 2021. If the New Structure is not completely installed by that date, Firestone shall obtain Rural's written permission to continue the installation on terms and conditions acceptable to Rural in its sole discretion.
- 3.9 Even though this Agreement contemplates the installation of the New Structure during the non-irrigation season – see paragraph 3.8, above – Rural cannot guarantee that the Ditch will be dry at the location of the New Structure and cannot control or quantify the amount of

“nuisance” water that may be encountered. Additionally, Rural delivers water rights to numerous reservoirs during the non-irrigation season. As such, Firestone shall be obligated to control and, to the extent necessary, safely bypass all delivered water flows in the Ditch past the construction location. To the extent that Firestone does not include such a bypass plan in the submitted plans and specifications (Exhibit B), it shall provide such a bypass plan to Rural and shall obtain Rural’s approval prior to commencing the construction and installation of the New Structure. 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.

Commented [WK4]: It would be helpful for these purposes to know which reservoirs Rural delivers water to and in what amounts. Also, is this the standard procedure for new headgates being constructed for shareholders?

- 3.10 If Firestone’s Approved Activities for New Structure, for any reason, interrupts the water supply of Rural, its shareholders, or persons/entities with which it has water delivery contracts, Firestone shall pay Rural, as liquidated damages, \$10,000.00 per day for any day that Rural 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, Rural grants Firestone the right to construct and install the Interim Drainage Structure a component of which will allow the delivery of deliver Tri-Town Drainage from the Last Chance Ditch into the Rural Ditch at 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. Rural’s approval of such plans and specifications is evidenced by the approval letter dated October ____, 2020 from Deere & Ault Consultants, Inc. to Rural, attached hereto as **Exhibit F** and incorporated by reference herein. Rural’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 Rural 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 Rural. Rural 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 Rural's written permission to continue the installation on terms and conditions acceptable to Rural 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 – Rural 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. Additionally, Rural delivers water rights to numerous reservoirs during the non-irrigation season. As such, Firestone shall be obligated to control and, to the extent necessary, safely bypass all delivered water flows 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.

Commented [WK5]: Same comment as in 3.9 above

4.10 If Firestone's Approved Activities for Interim Drainage Structure, for any reason, interrupt the water supply of Rural, its shareholders, or persons/entities with which it has water delivery contracts, Firestone shall pay Rural, as liquidated damages, \$10,000.00 per day for any day that Rural 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 both interim and permanent structures to manage the delivery of the Tri-Town Drainage to St. Vrain Creek, Rural shall not assess a fee for ~~either the New Structure or~~ the Interim Drainage 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 Drainage Structure to manage delivery of the Tri-Town Drainage shall be subject to a separate agreement between Firestone and Rural.

Commented [WK6]: Same comment as above. Firestone is a shareholder. Unless it is the practice of Rural to require fees to install new headgates on the ditch for shareholders. Firestone is already agreeing to reimburse the Company for legal and engineering review.

6. INSPECTION.

6.1 Firestone shall notify Rural's consulting engineer (Mark McLean of Deere & Ault Consultants, Inc. at 303-651-1468) at least five (5) business days prior to commencement of the Approved Activities and at least five (5) business days prior to the commencement of the

Approved Activities for Interim Drainage Structure. Rural may inspect the New Structure and the Interim Drainage Structure during construction and installation of each. Upon completion of the New Structure and the Interim Drainage Structure, Rural may inspect and test each.

- 6.2 Rural's right to inspect the construction and installation of the New Structure and the Interim Drainage Structure in no way relieves Firestone of its liability for improper construction or installation of either. Rural's inspection is solely for its benefit and creates no obligation to Rural.

7. REIMBURSEMENT OF EXPENSES.

- 7.1 Firestone agrees to reimburse Rural (or pay directly) for all reasonable engineering and legal costs incurred by Rural in preparing and approving this Agreement, the plans and specifications therefor, and the costs of inspection as described in paragraph 5, unless such engineering costs derive from modifications to such plans and specifications directed by Rural's consulting engineer in the field during construction and installation.
- 7.2 Statements for the costs chargeable to Firestone hereunder will be forwarded to Firestone and the same shall be paid to Rural within thirty (30) days after the billing date. If payment has not been received by Rural within thirty (30) days, Firestone shall have breached this Agreement and Rural may institute legal proceedings to collect the amount due and owing. In such proceeding, Rural shall be entitled to its costs and reasonable attorneys' fees from Firestone.

8. OWNERSHIP; MAINTENANCE; REPAIR; REPLACEMENT.

- 8.1 Once constructed and installed, Rural shall own the New Structure and the Interim Drainage Structure and shall be solely responsible for their respective operations. Firestone shall be responsible for routine maintenance for both. Firestone shall timely notify Rural's Superintendent of all deliveries of Firestone Water through the New Structure.
- 8.2 If Firestone or Rural, in their respective reasonable opinions, determines that the New Structure requires repair or replacement Firestone shall conduct such work after Rural approves the work within thirty (10) days after receiving notice of Firestone's desire to maintain, replace or repair the New Structure.
- 8.3 In the event of an emergency, Rural will conduct maintenance or repair immediately, giving notice to Firestone as soon as possible at the emergency contacts identified below. If Rural conducts emergency work, Firestone shall reimburse it for the reasonable costs of the work.

EMERGENCY CONTACTS:

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

AND

Rick Hoffman, Ditch Superintendent
970-396-6962 (cell)

Commented [WK7]: Can't have this structure owned by both Last Chance and Rural unless there is some agreement as between those two. Also, we will need to define the "New Structure" separately for each structures installed into each of the respective ditch so that there is a similar joint ownership issue with respect to the "New Structure." Additionally does Rural want operation to be pursuant to an operation agreement, similar to the Last Chance Agreement? At least for the drainage structure?

rhoffman@ccwcd.org

Firestone:

Public Works Director, Julie Pasillas,
720.745.2824
jpasillas@firestoneco.gov

9. **WATER LOSS.** Firestone agrees that neither the Approved Activities of New Structure nor 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, in accordance with the approved plans for each structure. If the Approved Activities of New Structure or the Approved Activities of Interim Drainage Structure increase carriage or transit loss in the Ditch, Firestone agrees to repair the construction(s) to prevent such additional loss. If Firestone complies with the approved plans and specifications for the construction and installation of the New Structure and Interim Drainage Structure, as approved by Rural herein, and compacts any disturbed materials as required by this paragraph and the approved plans for each, 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, Rural: (1) assumes no liability for use, ~~operation~~, or existence of the New Structure or the Interim Drainage Structure; and (2) assumes no additional responsibilities or obligations related to 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 Rural, 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 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 Rural or its agents, employees, successors or assigns.

10. **EASEMENT RIGHTS.** This Agreement in no way restricts Rural'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.

RURAL:

Angie Swanson, Secretary
Rural 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:

COPY TO:

Town Manager,
PO Box 100
Firestone,
80520

Bill Hiyashi
1650 38th Street
Ste. 103 W.
Boulder, CO 80301

Formatted: Font: Franklin Gothic Book, 11 pt

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 **EXHIBITS A** or **B** 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: _____

RURAL DITCH COMPANY,
a Colorado mutual ditch company

By: _____
Randy Ray, President

ATTEST

By: _____
Angie Swanson, Secretary

THE TOWN OF FIRESTONE,
a Colorado municipal corporation

By: _____
~~Print Name:-~~ Bobbi Sindelar
Its: ~~Mayor:-~~ _____

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

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

Witness my hand and official seal.

My Commission expires: _____

Notary Public

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.d

Consent Agenda

Meeting Date: December 9, 2020

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 20-120: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND PLUMMER ASSOCIATES, INC., REGARDING THE WATER TREATMENT PLANT PROJECT

SUMMARY

This 2021 Service Agreement is to continue Plummer Associates, Inc. services on the construction phase, including project management, progress meetings, office engineering, full-time resident project representation services, submittal reviews, and CMAR application for payment reviews for the St. Vrain Water Treatment Plant project for the Town of Firestone.

HISTORY AND PREVIOUS BOARD ACTION

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

In December 2018, the Board of Trustees approved the 2019 Independent Consulting Agreement directly with FEI Engineering, Inc. for services related to the design of the St. Vrain Water Treatment Plant. In January 2019, the Board of Trustees consented to FEI Engineering Inc's assignment of the agreement to Plummer Associates, Inc. In December 2019, the Board of Trustees approved the 2020 Engineering Services Agreement with Plummer Associates, Inc. to complete the design for St. Vrain Water Treatment Plant.

RECOMMENDATION

Staff recommends the Board approve Resolution 20-120 and the attached Engineering Agreement with Plummer Associates, Inc. for the St. Vrain Water Treatment Plant.

ALTERNATIVES

The Board may choose not to approve Resolution 20-120 and provide Staff with additional direction.

ATTACHMENTS

1. Res No 20-120 2021 Plummer Assoc Eng Services
2. 2021 Engineering Service Agreement Plummer

FINANCIAL CONSIDERATIONS

The contract includes an amount not to exceed \$639,334.96. Sufficient funds have been budgeted and appropriated in the Water Fund.

RESOLUTION NO. 20-120

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

WHEREAS, Plummer Associates, Inc., (“Plummer”), currently serves as a consultant for the Town of Firestone (“Firestone”) and are involved in construction phase services including project management, progress meetings, office engineering, full-time resident project representation services, submittal reviews and CMAR application for payment reviews for the St. Vrain Water Treatment Plant project; and

WHEREAS, as the Project’s Construction remains to be completed and as Plummer Associates, Inc., having special expertise, qualifications, and background to complete the Project, the parties desire to continue the Engineering Services Agreement.

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

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

INTRODUCED, READ AND ADOPTED this 9th day of December, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

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

1. PARTIES

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

2. RECITALS AND PURPOSE

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

3. SCOPE OF SERVICES

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

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

4. COMPENSATION

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

5. PROJECT REPRESENTATION

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

6. TERM

The term of this Agreement shall be December 26, 2020 to December 25, 2021, unless sooner terminated pursuant to Section 13, below. The Consultant's services under this Agreement shall commence upon execution of this Agreement by the Town and shall progress so that the Services are completed in a timely fashion consistent with the Town's requirements. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Firestone Board of Trustees, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, the Town shall immediately notify Consultant of such occurrence, and this Agreement shall terminate effective December 31 of the then-current fiscal year.

7. INSURANCE

- 7.1. The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:
- 7.1.1. Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of work under this contract. Evidence of qualified self-insured status may be substituted.
 - 7.1.2. Automobile liability and physical damage insurance and physical damage insurance for any vehicle used in performing services for the Town, in amounts not less than prescribed by Colorado law (currently \$25,000 per person/\$50,000 per accident bodily injury and \$15,000 per accident property damage).
 - 7.1.3. Professional liability insurance against errors and omissions with minimum combined single limits of \$2,000,000.00 each occurrence and \$2,000,000.00 aggregate.
 - 7.1.4. General liability insurance with minimum combined single limits of \$2,000,000.00 each occurrence and \$2,000,000.00 aggregate.
- 7.2. The Consultant's general liability insurance and automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of

interests' provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.

- 7.3. Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4. Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.
- 7.5. The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8. INDEMNIFICATION

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

9. QUALITY OF WORK

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

10. INDEPENDENT CONTRACTOR

Consultant and any persons employed by Consultant for the performance of work hereunder shall be independent contractors and not agents of the Town. Any provisions in this Agreement that may appear to give the Town the right to direct Consultant as to details of doing work or to exercise a measure of

control over the work mean that Consultant shall follow the direction of the Town as to end results of the work only. **As an independent contractor, Consultant is not entitled to workers' compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Consultant is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract.**

11. ASSIGNMENT

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

12. DEFAULT

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

13. TERMINATION

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

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

14. INSPECTION AND AUDIT

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

15. DOCUMENTS

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

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

subcontractors, is waived against Consultant.

16. ENFORCEMENT

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

17. COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

17.1. Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

17.2. Exhibit B, the "Town of Firestone Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Consultant's Pre-Contract Certification which Consultant has executed and delivered to the Town prior to Consultant's execution of this Agreement.

18. INTEGRATION AND AMENDMENT

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

19. NOTICES

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

If to the Town:

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

If to the Consultant:

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

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United

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

20. EQUAL OPPORTUNITY EMPLOYER

20.1. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

20.2. Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 GOVERNING LAW, DISPUTE RESOLUTION, VENUE & SEVERABILITY

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

22.0 NO THIRD PARTY BENEFICIARIES

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

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

Town:

Town of Firestone

By: _____

Print Name: _____

Title: _____

Date Signed: _____

Consultant:

Plummer Associates, Inc.

By: Patrick J. O'Brien

Print Name: Patrick O'Brien

Title: Principal

Date Signed: 11/25/2020

Attest

Print Name: _____

Title: _____

Attest

Print Name: Heather Peterson

Title: Administrative Assistant

Exhibit A – Scope of Services

Plummer will provide professional services based upon our understanding of the project and its objectives. The 2021 scope of services includes construction phase services through December of 2021. The Construction Phase services for the St. Vrain Water Treatment Plant will include:

- Project Management
- Progress Meetings (participation in weekly progress meeting with the Contractor and coordination of monthly Owner-Engineer progress meetings)
- Office Engineering (Submittal Review, RFI's, WCD's, FO's, RFCO's)
- Full time Resident Project Representative services
- Submittal Reviews
- CMAR Application for Payment Reviews

The services included in this scope of work include Resident Project Representative (RPR) services. RPR services are used to provide onsite representation of the Engineer and Owner during the Construction phase and to provide more extensive observation of the Contractor's work.

Resident Project Representative (RPR) Services

Plummer will provide Resident Project Representative (RPR) services professional services based upon our understanding of the project and its objectives and in accordance with EJCDC E-500, Agreement Between Owner and Engineer for Professional Services and in-particular Exhibit D Duties, Responsibilities, and Limitations of Authority of Resident Project Representative. In summary, the duties are to:

- 1) Provide regular representation onsite, including field checks of materials and installed equipment and to provide further protection for Owner against defects and deficiencies in the Work.
- 2) Review and confirm progress schedule, shop drawings, schedule of values, and verification of completion of work included on pay applications.
- 3) Serve as onsite liaison between the Engineer's, Contractor, and Owner.
- 4) Receive from Contractor any request for information (RFI). Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
- 5) Receive and Review Samples and Contractor-approved Shop Drawings.
- 6) Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
- 7) Review work for compliance with the Construction Contract Documents and report any defective work.

- 8) Verify inspections, tests, and system start-ups.
- 9) Maintain record of correspondence, conferences, and progress reports
- 10) Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 11) Participate in issuance of Substantial Completion and Final Completion and review of punch list items.

Exclusions and Assumptions

- 1) RPR services does not include geotechnical services; geotechnical services are typically included as an allowance in the Construction Contract.
- 2) RPR services do not include any lab or testing fees.
- 3) Resident Project Representative shall not:
 - a) Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - b) Exceed limitations of Engineer's authority as set forth in this Agreement.
 - c) Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 - d) Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 - e) Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - f) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - g) Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - h) Authorize Owner to occupy the Project in whole or in part.

Budget: \$639,334.96

This Agreement will be billed under Plummer Associates, Inc. Project: 4120-002-06.

Consideration

We will invoice the Town of Firestone on a time and material basis for the period of December 26, 2020 through December 25, 2021, not to exceed \$ 639,334.96. Compensation for periods less than one month shall be prorated based on the number of working days in the month. Consultant's lump sum fee is based on the following hourly rates for its employees:

Staff Description	Staff Code	2021 Rate
Admin Staff	A1 – A2	\$ 90.00
Admin Staff III	A3	\$ 95.00
Senior Admin Staff	A4	\$ 120.00
Designer/Technician	C1-C2	\$ 90.00
Designer/Technician III	C3	\$ 115.00
Senior Designer/Technician	C4	\$ 135.00
Construction Manager in Training (CMIT)	CM1	\$ 105.00
Construction Manager in Training II	CM2	\$ 125.00
Construction Manager in Training III	CM3	\$ 135.00
Construction Manager IV	CM4	\$ 145.00
Construction Manager V	CM5	\$ 165.00
Construction Manager	CM6	\$ 200.00
Senior Construction Manager	CM7	\$ 240.00
Principal Construction Manager	CM8	\$ 260.00
Resident Project Rep. I	RR1	\$ 80.00
Resident Project Rep. II	RR2	\$ 110.00
Resident Project Rep. III	RR3	\$ 130.00
Lead Resident Project Rep.	RR4	\$ 135.00
Field Tech I	LS1	\$ 80.00
Field Tech II	LS2	\$ 95.00
Survey Specialist I	LS3	\$ 105.00
Survey Specialist II	LS4	\$ 115.00
Survey Analyst	LS5	\$ 135.00
Chief of Parties	LS6	\$ 150.00
Engineer/Scientist Intern	ES0	\$ 60.00
Engineer-in-Training/Scientist-in-Training	ES1	\$ 115.00
Engineer-in-Training/Scientist-in-Training II	ES2	\$ 120.00
Engineer-in-Training/Scientist-in-Training III	ES3	\$ 130.00
Project Engineer/Scientist	ES4	\$ 145.00
Senior Project Engineer/Scientist	ES5	\$ 175.00
Project Manager	ES6	\$ 215.00
Senior Project Manager	ES7	\$ 240.00
Principal I	ES8	\$ 305.00
Principal II	ES9	\$ 320.00
Electrical Engineer in Training I	EE1	\$ 95.00
Electrical Engineer in Training II	EE2	\$ 120.00
Electrical Engineer in Training III	EE3	\$ 125.00

Staff Description	Staff Code	2021 Rate
Electrical Specialist	EE4	\$ 145.00
Programmer	EE5	\$150.00
Programmer II	EE6	\$ 155.00
Senior Electrical Engineer	EE7	\$ 280.00

- Billing rates may be adjusted by up to 4 percent annually (at the beginning of each calendar year) during the term of this agreement.
- A multiplier of 1.15 will be applied to all direct expenses
- A technology charge will be billed at \$5 per labor hour.

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

Exhibit B

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

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

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

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

- a. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

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

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

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

From: Plummer Associates, Inc. (Prospective Contractor)

To: Town of Firestone

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

Executed this _____ day of _____, 20 ____.

PROSPECTIVE CONTRACTOR

<u></u>	<u>11/25/2020</u>
Signature	Date
<u>Patrick O'Brien</u>	<u>Principal</u>
Printed Name	Title
<u>(720) 774-6140</u>	
Phone	
<u>pobrien@plummer.com</u>	
Email	

ATTEST

<u></u>	<u>11/25/2020</u>
Signature	Date
<u>Heather Peterson</u>	<u>Administrative Assistant</u>
Printed Name	Title
<u>(970) 247-0724</u>	
Phone	
<u>hpeterson@plummer.com</u>	
Email	

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.a

Discussion/Action

Meeting Date: December 9, 2020

Initiated By: Jessica Clanton

Dept: Finance

AGENDA TITLE

Resolution 20-110: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, LEVYING GENERAL PROPERTY TAXES FOR THE 2020 TAX YEAR, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF FIRESTONE, COLORADO, FOR THE 2021 BUDGET YEAR

SUMMARY

The Board of Trustees must certify the mill levies for the 2021 budget year by December 15, 2020. This Resolution will certify the Town's general mill levy at 6.805 mills.

HISTORY AND PREVIOUS BOARD ACTION

On December 11, 2019, the Board certified the Town's mill levy at 6.805 mills for the 2020 budget year. The Board adopted the annual budget for the 2021 budget year on November 18th, 2020.

RECOMMENDATION

Staff recommends that the Board of Trustees approve the attached Resolution to formally certify the general property tax mill levy.

ALTERNATIVES

ATTACHMENTS

1. Reso 2021 BUDGET RESOLUTION MILL LEVY

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 20-110

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, LEVYING GENERAL PROPERTY TAXES FOR THE 2020 TAX YEAR, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF FIRESTONE, COLORADO FOR THE 2021 BUDGET YEAR.

WHEREAS, the Board of Trustees of the Town of Firestone on December 9, 2020 adopted the annual budget for the 2021 budget year in accordance with the Local Government Budget Law; and

WHEREAS, a general property tax mill levy is necessary to defray the general expenses of Town government for the 2021 budget year; and

WHEREAS, the 2020 valuation for assessment for the Town of Firestone as certified by the County Assessor is \$218,992,894; and

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

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

WHEREAS, the Board of Trustees must certify the mill levies for the 2021 budget year by December 15, 2020, and by this Resolution desires to so certify its general mill levy.

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

Section 1. That for the purpose of meeting all general operating expenses of the Town of Firestone during the 2021 budget year, there is hereby levied a tax of 6.805 mills upon each dollar of the total valuation for assessment of all taxable property within the Town for the year 2020.

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

PASSED AND ADOPTED this 9th day of December, 2020.

Bobbi Sindelar, Mayor

Attest:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.b

Discussion/Action

Meeting Date: December 9, 2020

Initiated By: Paula Mehle

Dept: Economic Development

AGENDA TITLE

Ordinance 985: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY ORDINANCE 720, AND THEREBY ACKNOWLEDGING TERMINATION OF THE IMPROVEMENTS REIMBURSEMENT AGREEMENT (FIRELIGHT PARK ANNEXATION) BETWEEN THE TOWN OF FIRESTONE AND FAIRVIEW ESTATES, LLC

SUMMARY

Town staff recommends the Board of Trustees repeal Ordinance 720 that approved an Improvements Reimbursement Agreement with Fairview Estates, LLC for the property known as Firelight Park, to clearly document that the agreement has terminated. Effectiveness of the agreement was subject to 12,500 square feet of retail sales-generating space obtaining certificates of occupancy within ten (10) years of the date the agreement was recorded (November 1, 2010). To date, no retail sales-generating space has been constructed; thus, the agreement automatically terminated.

HISTORY AND PREVIOUS BOARD ACTION

On March 27, 2008, the Board of Trustees considered and approved four annexations comprised of approximately 141 acres of land at the northeast corner of Highway 119 and Fairview Street, an area known as Firelight Park. At that same meeting, the Board of Trustees approved the zoning of the property by Ordinance 676 and an annexation agreement that included a provision that a public improvements reimbursement agreement ("PIRA") would be negotiated. On July 23, 2009, the Board of Trustees approved Ordinance 720 approving a public improvements reimbursement agreement, approved Ordinance 721 approving a development agreement pertaining to vested property rights, and Ordinance 723 amending the Firestone Municipal Code to create a Credit Against Sales Tax for the Firelight Park property.

RECOMMENDATION

Approve Ordinance 985 repealing in its entirety Ordinance 720, and thereby acknowledging termination of the Improvements Reimbursement Agreement (Firelight Park Annexation) between the Town of Firestone and Fairview Estates, LLC.

ALTERNATIVES

ATTACHMENTS

1. Ord 985 Repeal Ord 720, Terminate Firelight Park Improvements Reimbursement Agreement

FINANCIAL CONSIDERATIONS

RESOLUTION-ORDINANCE NO. 985

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY
~~RESOLUTION XX-XX~~ **ORDINANCE 720**, AND THEREBY
ACKNOWLEDGING TERMINATION OF THE IMPROVEMENTS
REIMBURSEMENT AGREEMENT (FIRELIGHT PARK
ANNEXATION) BETWEEN THE TOWN OF FIRESTONE AND
FAIRVIEW ESTATES, LLC**

Commented [KM1]: Paula, this would be the reso approving the PIRA.

WHEREAS, by ~~Resolution XX-XX~~ **Ordinance 720**, adopted on ~~October 26, 2011~~ **July 23, 2009**, the Board of Trustees of the Town of Firestone, Colorado, ("Board") approved an Improvement Reimbursement Agreement ("IRA") between the Town of Firestone ("Town") and Fairview Estates, LLC ("Owner"), (collectively, the "Parties"), recorded on November 1, 2010 in the Weld County Clerk and Recorder's Office at Reception No. 3729072, concerning the Firelight Park Annexation ("Project"); and

WHEREAS, in conjunction with adoption of ~~Resolution XX-XX~~ **Ordinance 720** on ~~October 26, 2011~~ **July 23, 2009**, the Board, by Ordinance 723, enacted Section 3.08.190 of the Firestone Municipal Code which implemented the Parties' IRA; and

WHEREAS, in accordance with the IRA, the Credit PIF period starts the date on which the Project first generates sales or use tax and ends on the earlier of: (a) disbursement of Credit PIF Revenues equal to \$6,000,000.00; or (b) the 20th anniversary of the Credit PIF Release Date (defined as the date the Town issues a certificate of occupancy for the 12,500th s.f. of retail sale generating space within the Project); and

WHEREAS, in accordance with the IRA, the IRA automatically terminates in the event the Credit PIF Release Date does not occur within ten years of the date of recording of the IRA; and

WHEREAS, the IRA was recorded on November 1, 2010 and, as a result, the IRA automatically terminates if the Credit PIF Release Date does occur on or before November 1, 2020; and

WHEREAS, Owner has not yet commenced any work on the Project as of November 1, 2020; and

WHEREAS, the Board finds and determines that, due to the failure of Owner to commence any work on the Project, the Credit PIF Release Date can never occur on or before November 1, 2020 as provided in the IRA, in which case the IRA for the Project has automatically terminated; and

WHEREAS, because the IRA has automatically terminated, the Board declares the IRA is null and void; and

WHEREAS, as the IRA is null and void, the Town therefore desires to repeal ~~Resolution~~

~~XX-XX~~ Ordinance 720.

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

~~Resolution XX-XX~~ Ordinance 720 adopted by the Board of Trustees of the Town of Firestone, Colorado ("Board") is hereby repealed in its entirety and the Board, hereby acknowledges and declares the Improvement Reimbursement Agreement (Firelight Park Annexation) between the Town of Firestone, Colorado and Fairview Estates, LLC has been terminated and of no further legal force and effect.

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

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

~~Leah Vanarsdall~~ Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.c

Discussion/Action

Meeting Date: December 9, 2020

Initiated By: Paula Mehle

Dept: Economic Development

AGENDA TITLE

Ordinance 986: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY SECTION 3.08.190 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE FIRELIGHT PARK ANNEXATION IMPROVEMENTS REIMBURSEMENT AGREEMENT

SUMMARY

Town staff recommends the Board of Trustees repeal Ordinance 723 as the agreement that required the ordinance has terminated the agreement's conditions. Ordinance 723 approved an amendment to the Firestone Municipal Code adding Section 3.08.190 Tax Credit on Firelight Park Annexation, in accordance with Section 4.02 of the Improvements Reimbursement Agreement (IRA) between the Town of Firestone and Fairview Estates, LLC that was approved by Ordinance 720 on July 23, 2009. Fairview Estates, LLC failed to meet the conditions of the IRA of not reaching the Credit PIF period start date within ten (10) years of the date of the recording of the IRA. The Credit PIF period was to have started when the Town issues a certificate of occupancy for, in the aggregate with any previously issued certificates of occupancy, the 12,500th building square foot of retail sales-generating space within the property. Repealing Ordinance 723 does not affect the annexation or zoning of the property.

HISTORY AND PREVIOUS BOARD ACTION

On March 27, 2008, the Board of Trustees considered and approved four annexations comprised of approximately 141 acres of land at the northeast corner of Highway 119 and Fairview Street, an area known as Firelight Park. At that same meeting, the Board of Trustees approved the zoning of the property by Ordinance 676 and an annexation agreement by motion that included a provision that a public improvements reimbursement agreement ("PIRA") would be negotiated. On July 23, 2009, the Board of Trustees approved Ordinance 720 approving a public improvements reimbursement agreement, approved Ordinance 721 approving a development agreement pertaining to vested property rights, and Ordinance 723 amending the Firestone Municipal Code to create a Credit Against Sales Tax for the Firelight Park property.

RECOMMENDATION

Approve Ordinance 986, repealing in its entirety Section 3.08.190 of the Firestone Municipal Code regarding the Credit Against Sales Tax for the Firelight Park property.

ALTERNATIVES

ATTACHMENTS

1. Ord 986 Firelight Park Repeal IRA Ordinance 723

FINANCIAL CONSIDERATIONS

ORDINANCE NO. ~~986~~

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS
ENTIRETY SECTION 3.08.~~200-190~~ OF THE FIRESTONE MUNICIPAL CODE
REGARDING THE TURNER COMMONS ANNEXATION IMPROVEMENTS
REIMBURSEMENT AGREEMENT**

WHEREAS, on September 24, 2009, the Board of Trustees ("Board") of the Town of Firestone, ("Town") by Ordinance No. 723, enacted Section 3.08.190, "Tax Credit on Firelight Park Annexation," of the Firestone Municipal Code to implement the provisions of the Improvements Reimbursement Agreement (Firelight Park Annexation) between the Town and Fairview Estates, LLC ("Developer") which was approved by ~~Resolution XX-XX~~ Ordinance 720, adopted by the Board on ~~October 26, 2011~~ July 23, 2009; and

WHEREAS, upon finding the Improvements Reimbursement Agreement for Firelight Park Annexation ("IRA") automatically terminated and, thus, declaring the IRA null and void, the Board by ~~Resolution 20-Ordinance 985~~, adopted on ~~December 9, 2020~~ repealed ~~Resolution XX-XX~~ Ordinance 720, further signifying the IRA is no longer deemed to be in effect; and

WHEREAS, because the IRA is void and of no further effect, the Board finds and determines the Town has no further obligation to extend or continue the Sales/Use Tax Credit provisions for Firelight Park Annexation, as codified in Section 3.08.190; and

WHEREAS, the Board therefore desires to repeal in its entirety Section 3.08.190, "Tax Credit on Firelight Park Annexation," of the Firestone Municipal Code, which was to implement the now-terminated IRA.

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

Section 1. Section 3.08.190, Tax Credit on Firelight Park Annexation, of the Firestone Municipal Code is hereby repealed in its entirety.

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

Section 3. Violations of this ordinance shall be punishable in accordance with Section 1.16.010 of the Firestone Municipal Code of the Town of Firestone.

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

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

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

~~Leah Vanarsdall~~ Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.d

Discussion/Action

Meeting Date: December 9, 2020

Initiated By: Paula Mehle

Dept: Economic Development

AGENDA TITLE

Ordinance 987: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY ORDINANCE NO. 721 REGARDING THE FIRELIGHT PARK DEVELOPMENT AGREEMENT PERTAINING TO VESTED PROPERTY RIGHTS AGREEMENT

SUMMARY

Ordinance 721 approved a development agreement pertaining to vested property rights with the owner, Fairview Estates, LLC. The effective date within the agreement was the date of the agreement was recorded, November 1, 2010. The agreement had a term of initially ten (10) years from the effective date that would be automatically extended ten (10) additional years if the Town grants "conditional acceptance" of the Public Improvements required in connection with the Town's approval of the first final development plan for any portion of the Property and necessary to support the development of such portion of the Property prior to the expiration of the initial 10 year period and a certificate of occupancy for, in the aggregate with any previously issued certificates of occupancy, the 15,000th building square foot of retail sales-generating space within the Property. To date, the applicants have not satisfied the conditions of the agreement as no final development plan no retail sales-generating space has been approved or constructed.

Town staff recommends the Board repeal Ordinance 721.

HISTORY AND PREVIOUS BOARD ACTION

On March 27, 2008, the Board of Trustees considered and approved the annexation of a total of 141.051 acres of land located at the northeast corner of Highway 119 and Fairview Street, an area known as Firelight Park by Ordinances 672, 673, 674 and 675. That same meeting the Board of Trustees made a motion to approve an annexation agreement and Ordinance 676 zoning the property PUD Residential-C and Regional Commercial with an Overall Development Plan. On July 23, 2009, the Board of Trustees approved Ordinance 720 approving a public improvements reimbursement agreement, Ordinance 721 approving the development agreement pertaining to vested property rights, and Ordinance 723 amending the Firestone Municipal Code Section 3.08 to provide a Credit Against Sales and Use Taxes.

This request does not affect the annexation or zoning of the property.

RECOMMENDATION

Staff recommends approval of Ordinance 987 repealing in its entirety Ordinance 721 regarding a development agreement pertaining to vested property rights with Fairview Estates LLC.

ALTERNATIVES

ATTACHMENTS

1. Ordinance 987

FINANCIAL CONSIDERATIONS

ORDINANCE NO. 987

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY ORDINANCE NO. 721 REGARDING THE FIRELIGHT PARK DEVELOPMENT AGREEMENT PERTAINING TO VESTED PROPERTY RIGHTS AGREEMENT

WHEREAS, on March 27, 2008, the Board of Trustees ("Board") of the Town of Firestone, ("Town"), by Ordinance No. 676, approved a zoning request submitted by Fairview Estates LLC ("Developer") regarding certain real property annexed into the Town and known as the Firelight Park Annexation and an Outline Development Plan ("ODP") for such property; and

WHEREAS, on July 23, 2009, the Board approved, by Ordinance No. 721, a Development Agreement Pertaining to Vested Property Rights ("Vesting Agreement") between the Town and Developer of the Firelight Park Annexation ("Project"); and

WHEREAS, the Vesting Agreement granted the Project a vested property right in the land uses set forth in the Firestone Development Regulations for the PUD-RC and PUD R-C zone district, designating such land uses as a "site development plan" as that term is used in, and for purposes of, C.R.S. § 24-68-101 *et seq.*, the Vested Rights Statute, for a period of ten (10) years from the "Effective Date" of the Vesting Agreement;

WHEREAS, in accordance with the Vesting Agreement the "Effective Date" is the date of the recordation of the Vesting Agreement; and

WHEREAS, the Vesting Agreement also set forth a condition precedent to extend the initial ten (10) year vesting period for an additional ten (10) years, which if not met would result in the forfeiture of vested property rights for the Project and, upon such forfeiture, the Vesting Agreement in turn would terminate; and

WHEREAS, the Vesting Agreement set forth the condition precedent to extending the vesting period specifically as follows: if the Town has granted "conditional acceptance" of the Public Improvements required in connection with the Town's approval of the first final development plan for any portion of the Property and necessary to support development of such portion of the Property and issuance of a certificate of occupancy for the aggregate with any previously issued certificates of occupancy, the 15,000th building square foot of retail sales generating space within the Property; and

WHEREAS, the Weld County Clerk and Records Office records show the date of recording of the of the Vesting Agreement, as November 1, 2010; and

WHEREAS, because the Town has not granted conditional acceptance of any public improvements related to the Project, nor has it issued any certificate of occupancy for any retail sales generating space within the Property, as of November 1, 2020, the condition precedent that must be satisfied to extend the initial 10 year vesting period cannot be met and, thus, the vesting period established under the Vesting Agreement has expired; and

WHEREAS, because the vesting period established under the Vesting Agreement has expired, the Vesting Agreement by its very terms has expired; and

WHEREAS, the Board therefore desires to repeal in its entirety Ordinance No. 721, which approved the Vesting Agreement.

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

Section 1. Ordinance No. 721 is hereby repealed in its entirety, thereby terminating the Vesting Agreement between the Town of Firestone and Fairview Estates LLC.

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

Section 3. Violations of this ordinance shall be punishable in accordance with Section 1.16.010 of the Firestone Municipal Code of the Town of Firestone.

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

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED
BY TITLE this ___th day of _____, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.e

Discussion/Action

Meeting Date: December 9, 2020

Initiated By: Jessica Clanton

Dept: Finance

AGENDA TITLE

Resolution 20-117: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PRESCRIBING WATER RATES, FEES, TOLLS AND CHARGES FOR THE TOWN OF FIRESTONE, COLORADO

SUMMARY

Staff has prepared a resolution for consideration by the Board to increase water rates by 8% in accordance with Clear Water Solutions, Inc. 2018 Water Rate Study Update ("Water Rate Study"), to take effect on January 1, 2021.

HISTORY AND PREVIOUS BOARD ACTION

In 2008, 2011, 2014, and 2016 the Town prepared a water rate analysis to assess the then-current rates and how the rates were developed. At that time, the proposed rates more accurately allocated costs to customer categories based on their impact on the Town's potable water system. The 2008 analysis recommended a rate increase of 16.6% increase in 2009, a 12.5% increase in 2010, and a 12.5% increase in 2011. The Board passed the recommended increases in 2009 and 2010, a 3.5% increase in 2012, a 4% increase in 2013, and a 5% increase in 2014 per the 2011 water rate study update. Per the 2014 Water Rate Study, the Board passed the recommended increases of 6% increase in 2015 and a 6% increase in 2016. Per the 2016 Water Rate Study, the Board passed the recommended increases of 6% for 2017 and 8% for 2018. The 2018 Water Rate Study recommended an 8% increase for 2019, 2020 as well as 2021. The staged increases over the past years have allowed the Town to keep pace with anticipated cost increases from water treatment, delivery, the Town's participation in the Northern Integrated Supply Project ("NISP"), purchase of Firestone Reservoir #1, and purchasing additional water rights, which are key components in the Town's long-term potable water delivery strategy.

Each year the Town is supplied the meter and yoke costs from its supplier for the upcoming year's cost of these supplies. The Town will need to adjust these fees to recoup its costs to the vendor for these supplies. The Town will also impose a \$25.00 administrative fee to cover Town costs in administering the meter and yoke requirements.

The Town allows hydrant meter rentals throughout the year through a Hydrant Construction Permit process, thus allowing the permittee to use water from a Town mandated fire hydrant. The increase in the current water usage rate per 1,000 gallons of water used is in line with our proposed commercial water rate.

RECOMMENDATION

Staff recommends that the Board of Trustees approve the attached resolution increasing the water rates by 8%, increasing the meter and yoke fees to cover costs being paid to the vendor for these supplies plus a \$25.00 administrative fee, and increasing the hydrant meter water usage rate to align with our proposed commercial water rate, to be effective on January 1, 2021.

ALTERNATIVES

ATTACHMENTS

1. Res No 20-117 A RESOLUTION PRESCRIBING WATER RATES, FEES, TOLLS AND CHARGES
2. 2018 Water Rate Study Update Memo1

3. Meter and Yoke Costs - 2021

FINANCIAL CONSIDERATIONS

The increased rates are predicted to increase water rate revenue by approximately \$310,000 to keep pace with the predicted cost of service increases and program participation.

RESOLUTION NO. 20-117

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

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

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

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

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

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

WHEREAS, the Board of Trustees by this resolution desires to establish various rates, fees, tolls and charges for Town water service and water usage, effective January 1, 2021;

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

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

Meter Size	Residential Base Rate Charge	Non-Residential Base Rate Charge*	Water Included in Rate (Gallons)
5/8”	\$ 30.91	\$ 30.91	-0-
3/4”	47.40	47.40	-0-
1”	78.30	78.30	-0-
1-1/2”	154.52	154.52	-0-
2”	249.30	249.30	-0-
3”	-	465.63	-0-
6”	-	1,841.10	-0-

*Non-Residential accounts include Commercial, Industrial, Irrigation, Mobile Home Parks and Multi-Family

Water Charge Per 1,000 Gallons		
Customer Type	Gallons	Rate
Commercial & Industrial	All usage	\$ 4.54
Irrigation Only	All usage	\$ 6.91
Mobile Home Parks	All usage	\$ 5.56
Multi-Family	All usage	\$ 4.54
Out –of-Town Rates	Base rates and gallon charges for any out-of-town service shall be two times the in-Town rates and charges.	

Water Charge Per 1,000 Gallons		
Gallons	Rate	
Residential		
0-5,000	\$	2.92
5,001-20,000	\$	5.16
20,001-40,000	\$	8.25
Above 40,000	\$	10.31

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

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

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

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

Deposit	\$ 3,200.00 per meter
Administration Fee	\$ 25.00 per permit
Meter Rental	\$ 4.00 per day
Late Charge	\$ 5.00 per day
Water Usage Rate	\$ 4.54 per 1,000 gallons

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

<u>Meter Tap Size</u>	<u>Administrative Fee</u>	<u>Meter & Yoke Cost</u>	<u>Total Meter & Yoke Fee</u>
5/8"	\$ 25.00	\$ 1,097.47	\$ 1,122.47
3/4"	25.00	1,168.38	1,193.38
1"	25.00	1,531.17	1,556.17
1-1/2" Commercial	25.00	3,680.04	3,705.04
1-1/2" Irrigation	25.00	2,676.48	2,701.48
2" Commercial	25.00	5,155.49	5,180.49
2" Irrigation	25.00	3,366.46	3,391.46

Section 5. This Resolution shall become effective on January 1, 2021.

Section 6. Town of Firestone Resolution No. 19-102 is hereby repealed in its entirety. All other resolutions or portions thereof inconsistent or conflicting with this resolution or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

PASSED AND ADOPTED this 9th day of December, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk



*clear***WATER***solutions*
water rights • planning • engineering

MEMORANDUM

CWS File # 18-140

To: Firestone Town Board c/o Julie Pasillas

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

Date: October 17, 2018

Subject: 2018 Rate Study Update

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

Background

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

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

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

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

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

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

Cash Flow Projections

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

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

Table 2 - Projected Increases in Water Rates ⁽¹⁾

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

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

Results of Cost-of-Service Analysis

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

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

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

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

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

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

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

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

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

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

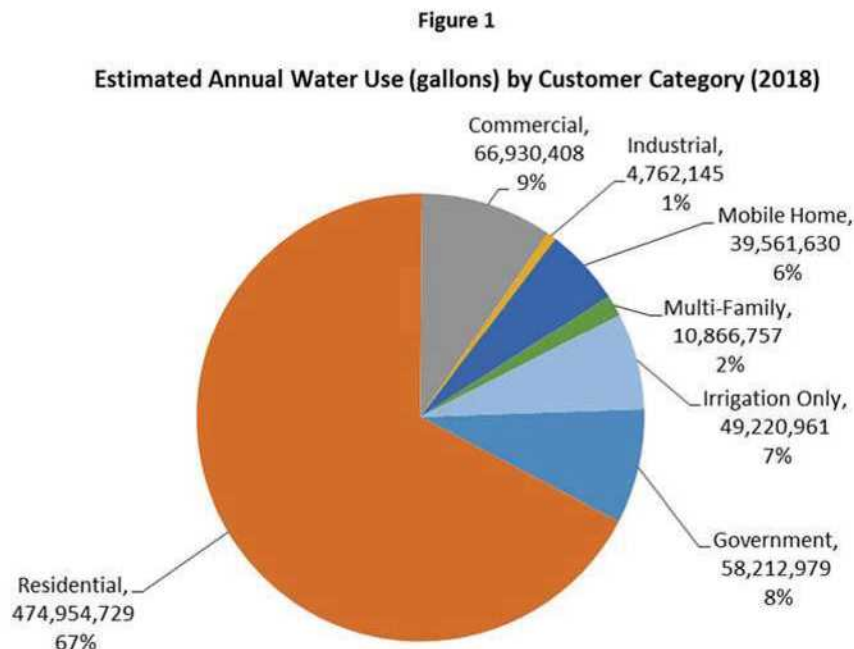
As shown in **Table 1**, Firestone does not currently have a Multi-Family customer category. Until recently, there were not enough multi-family customers to justify a separate category. Multi-family accounts currently pay the same usage charge as commercial/industrial customers. In 2018, customers in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

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

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

Water Use Comparison

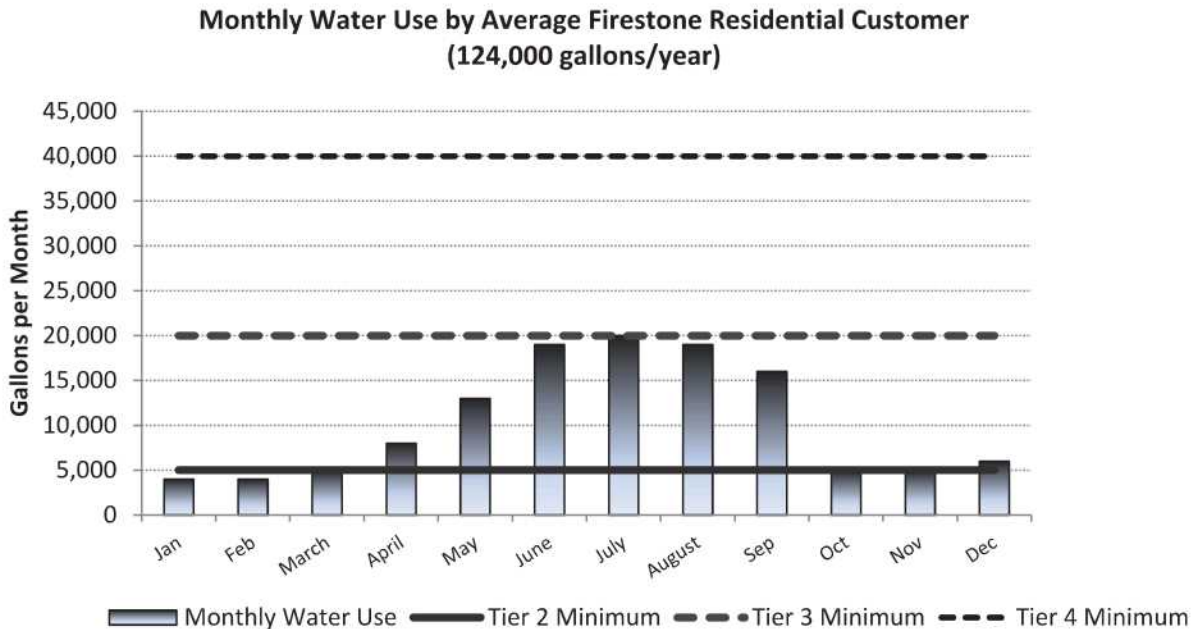
Figure 1 shows the estimated water use by customer category for 2018. These figures were utilized in calculating each customer category's cost-of-service shown in **Table 3**.



Residential Water Use

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

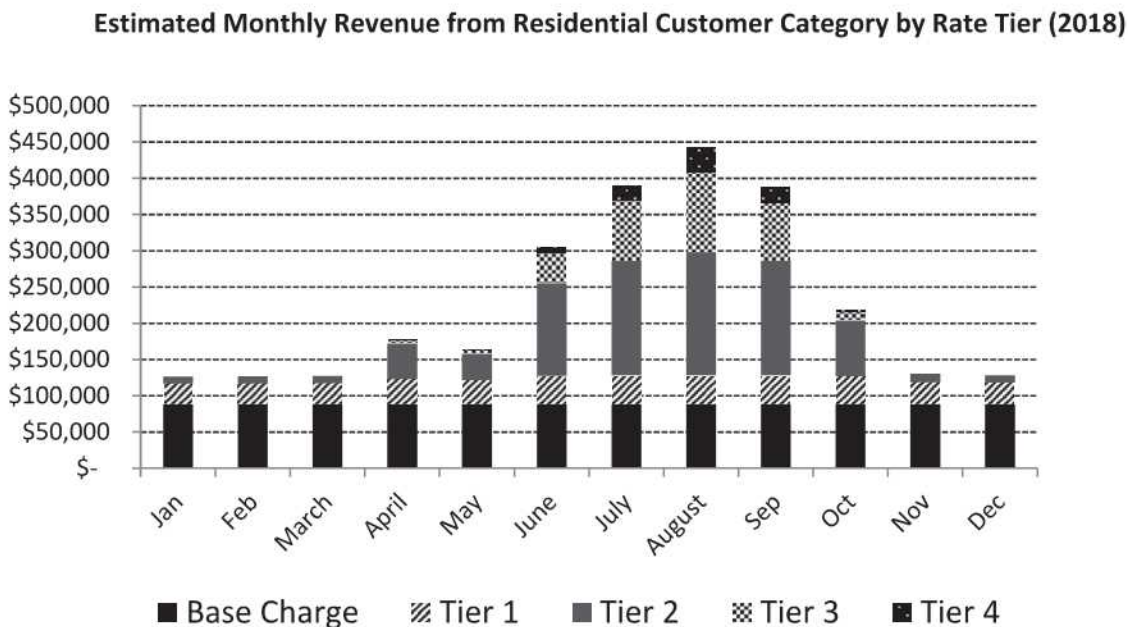
Figure 2



Revenue from Residential Customer Category

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

Figure 3

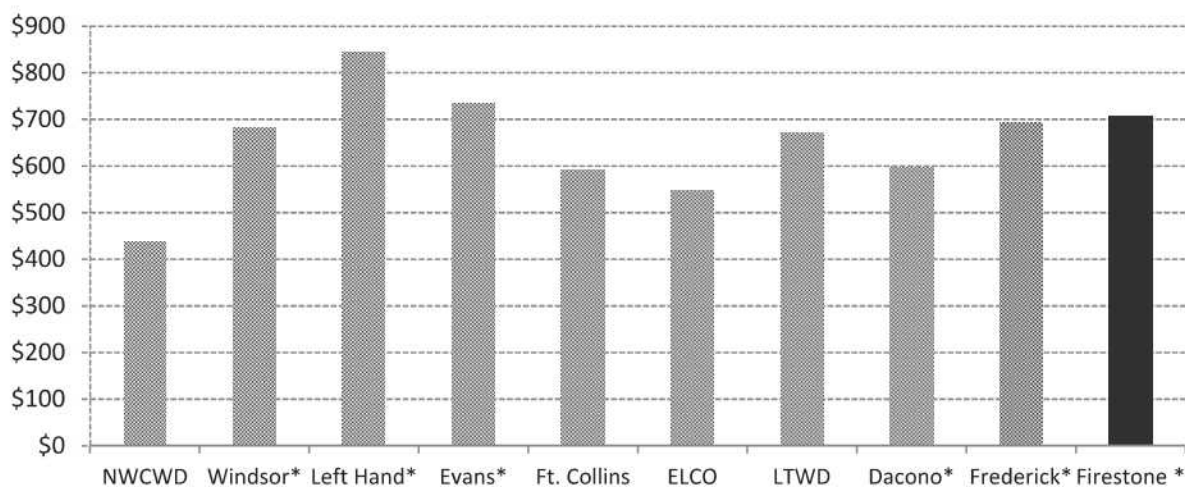


Comparison of Residential Water Bills

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

Figure 4

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



* Communities participating in NISP

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

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

Summary and Recommendations

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

We recommend the following:

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

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

[illegible]

Draft - Subject to Revision

No assurance is provided on these projections - For internal management use only

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

	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053
	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
1 Revenues														
2 Charges for services	\$ 15,433,000	\$ 16,245,400	\$ 17,099,900	\$ 17,968,600	\$ 18,943,100	\$ 19,937,700	\$ 20,983,100	\$ 22,092,500	\$ 23,238,600	\$ 24,454,300	\$ 25,732,900	\$ 27,077,300	\$ 28,491,000	\$ 29,977,600
3 Annual Rate	\$ 2,058,223	\$ 2,119,98	\$ 2,183.58	\$ 2,248.09	\$ 2,316.58	\$ 2,389.06	\$ 2,457.64	\$ 2,531.37	\$ 2,607.31	\$ 2,685.53	\$ 2,766.10	\$ 2,848.08	\$ 2,934.55	\$ 3,022.59
4 Annual Rate Increase	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
5 Other Revenues	2,165,190	2,161,560	2,195,000	2,238,600	2,283,100	2,329,300	2,376,500	2,423,400	2,471,500	2,521,300	2,571,800	2,623,200	2,675,100	2,728,200
6 St. Vrain WTP tap fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7 Cash in lieu - water rights	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8 State and local grants	170,300	173,700	177,200	180,700	184,300	188,000	191,800	195,600	199,500	203,500	207,600	211,700	216,000	220,300
9 Meter and yoke fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-
10 CWCB loan proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-	-
11 Intergovernmental revenue - Lillian Thompson	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12 Water credit bidding	-	-	-	-	-	-	-	-	-	-	-	-	-	-
13 Property sale	-	-	-	-	-	-	-	-	-	-	-	-	-	-
14 Other	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000
15 Interest earnings	200,600	246,400	296,200	350,200	408,500	471,400	536,100	601,800	669,000	737,600	807,900	879,600	953,000	1,028,000
16 Transfers from other funds	310,600	316,800	323,100	329,600	336,200	342,900	349,800	356,800	363,900	371,200	378,600	386,200	393,900	401,800
17 Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-	-
18 Total Revenues	18,227,200	19,147,200	20,164,400	21,111,000	22,189,400	23,292,300	24,432,700	25,613,200	26,836,900	28,107,600	29,424,600	30,797,600	32,227,600	33,711,000
20 Expenditures														
21 Salaries and benefits	\$ 400,900	\$ 412,900	\$ 425,300	\$ 438,100	\$ 451,200	\$ 464,700	\$ 478,600	\$ 492,800	\$ 507,300	\$ 522,000	\$ 536,900	\$ 552,000	\$ 567,300	\$ 582,800
22 Fringe benefits	1,175,600	1,200,000	1,225,000	1,250,000	1,275,000	1,300,000	1,325,000	1,350,000	1,375,000	1,400,000	1,425,000	1,450,000	1,475,000	1,500,000
23 NCOGW maintenance	1,475,600	1,483,000	1,490,000	1,497,000	1,504,000	1,511,000	1,518,000	1,525,000	1,532,000	1,539,000	1,546,000	1,553,000	1,560,000	1,567,000
24 Water line repairs and maintenance	62,100	64,000	65,900	67,800	69,700	71,600	73,500	75,400	77,300	79,200	81,100	83,000	84,900	86,800
25 Water testing	54,200	56,900	59,700	62,500	65,300	68,100	70,900	73,700	76,500	79,300	82,100	84,900	87,700	90,500
26 Equipment	166,200	169,500	172,800	176,100	179,400	182,700	186,000	189,300	192,600	195,900	199,200	202,500	205,800	209,100
27 Vehicle repair and maintenance	72,000	74,000	76,000	78,000	80,000	82,000	84,000	86,000	88,000	90,000	92,000	94,000	96,000	98,000
28 Soda system maintenance	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
29 Utilities	28,500	29,400	30,300	31,200	32,100	33,000	33,900	34,800	35,700	36,600	37,500	38,400	39,300	40,200
30 Miscellaneous	22,800	23,500	24,200	24,900	25,600	26,400	27,200	28,000	28,800	29,600	30,400	31,200	32,000	32,800
31 All	997,100	1,015,000	1,033,000	1,051,000	1,069,000	1,087,000	1,105,000	1,123,000	1,141,000	1,159,000	1,177,000	1,195,000	1,213,000	1,231,000
32 Salaries and benefits	178,800	186,700	194,600	202,500	210,400	218,300	226,200	234,100	242,000	250,000	257,900	265,800	273,700	281,600
33 Conservation program	239,400	246,600	253,800	261,000	268,200	275,400	282,600	289,800	297,000	304,200	311,400	318,600	325,800	333,000
34 Legal - contracted	16,000	16,000	16,000	16,000	16,000	16,000	16,000	16,000	16,000	16,000	16,000	16,000	16,000	16,000
35 Legal - out of scope	47,800	49,200	50,700	52,100	53,600	55,000	56,500	57,900	59,400	60,800	62,300	63,700	65,200	66,600
36 Grants and administration	218,700	223,100	227,500	231,900	236,300	240,700	245,100	249,500	253,900	258,300	262,700	267,100	271,500	275,900
37 Miscellaneous	166,200	169,500	172,800	176,100	179,400	182,700	186,000	189,300	192,600	195,900	199,200	202,500	205,800	209,100
38 Engineering - special	41	42	43	44	45	46	47	48	49	50	51	52	53	54
39 Engineering - contracted	175,500	180,800	186,200	191,600	197,000	202,400	207,800	213,200	218,600	224,000	229,400	234,800	240,200	245,600
40 Gold property	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000
41 St. Vrain WTP maintenance	260,000	260,000	260,000	260,000	260,000	260,000	260,000	260,000	260,000	260,000	260,000	260,000	260,000	260,000
42 NSP Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-	-
43 Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-
44 Jackson Avenue waterline replacement	-	-	-	-	-	-	-	-	-	-	-	-	-	-
45 Del Camino Avenue waterline replacement	-	-	-	-	-	-	-	-	-	-	-	-	-	-
46 Firestone Reservoir #1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
47 Water rights - Lower Boulder	-	-	-	-	-	-	-	-	-	-	-	-	-	-
48 Water rights - Windy Gap	-	-	-	-	-	-	-	-	-	-	-	-	-	-
49 Water rights - Coal Ridge	-	-	-	-	-	-	-	-	-	-	-	-	-	-
50 Water rights - Loveland	-	-	-	-	-	-	-	-	-	-	-	-	-	-
51 Historic Firestone water line replacements	-	-	-	-	-	-	-	-	-	-	-	-	-	-
52 St. Vrain water treatment plant	-	-	-	-	-	-	-	-	-	-	-	-	-	-
53 St. Vrain WTP blend pipeline	-	-	-	-	-	-	-	-	-	-	-	-	-	-
54 Firestone Reservoir #1 plumbing	-	-	-	-	-	-	-	-	-	-	-	-	-	-
55 Mountain Shadows Park conversion	-	-	-	-	-	-	-	-	-	-	-	-	-	-
56 Well field piping to Reservoir #1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
57 Well field piping to Reservoir #1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
58 Other capital outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-
59 Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-
60 CWCB loan repayment	2,407,650	2,449,400	2,491,150	2,532,900	2,574,650	2,616,400	2,658,150	2,699,900	2,741,650	2,783,400	2,825,150	2,866,900	2,908,650	2,950,400
61 Debt service on bonds related to NSP	9,770,150	9,930,300	10,090,450	10,250,600	10,410,750	10,570,900	10,731,050	10,891,200	11,051,350	11,211,500	11,371,650	11,531,800	11,691,950	11,852,100
62 Total Expenditures	8,467,050	9,216,000	10,010,250	10,844,300	11,715,000	12,637,450	13,617,250	14,636,450	15,694,700	16,800,400	17,954,600	19,158,800	20,413,000	21,717,200
73 Excess of revenue over (under) expenditures	31,848,350	40,315,415	49,532,315	59,542,965	69,542,965	79,542,965	89,542,965	99,542,965	109,542,965	119,542,965	129,542,965	139,542,965	149,542,965	159,542,965
74 Funds Available - Beginning	\$ 40,315,415	\$ 49,532,315	\$ 59,542,965	\$ 69,542,965	\$ 79,542,965	\$ 89,542,965	\$ 99,542,965	\$ 109,542,965	\$ 119,542,965	\$ 129,542,965	\$ 139,542,965	\$ 149,542,965	\$ 159,542,965	\$ 169,542,965
75 Funds Available - Ending	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
76 Funds Available Summary	\$ 40,315,415	\$ 49,532,315	\$ 59,542,965	\$ 69,542,965	\$ 79,542,965	\$ 89,542,965	\$ 99,542,965	\$ 109,542,965	\$ 119,542,965	\$ 129,542,965	\$ 139,542,965	\$ 149,542,965	\$ 159,542,965	\$ 169,542,965
77 Restricted - Unspent Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-	-
78 Unrestricted and Unassigned	-	-	-	-	-	-	-	-	-	-	-	-	-	-
80 Funds Available - Ending	\$ 40,315,415	\$ 49,532,315	\$ 59,542,965	\$ 69,542,965	\$ 79,542,965	\$ 89,542,965	\$ 99,542,965	\$ 109,542,965	\$ 119,542,965	\$ 129,542,965	\$ 139,542,965	\$ 149,542,965	\$ 159,542,965	\$ 169,542,965



2021 WATER SERVICE MATERIAL COSTS

Bid Date:

Project Location:

Quote: Base 11/19/2020

TakeOff Name: TakeOff 1

Customer: TOWN OF FIRESTONE

Sales Rep: Gary McMillen

Phone: 303.522.6848

eMail: gmcmillen@danakepner.com

Denver

700 Alcott Street

Denver, CO 80204

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

Phone: 303.623.6161

On Call: 303.901.2353

Assumptions

specifications will prevail in this proposal.

Terms and Conditions

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

Totals are for estimating purposes only. Unit prices prevail.

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

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

Quoted totals do not include taxes.

PVC and HDPE pricing is based on manufacturer's ability to direct ship to the jobsite.

This quote is for the supply of material only.

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

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

PVC Sewer Pipe may come in 13', 14', 20', & 22' lengths, based on availability. Regardless of product description in this proposal.

Manufacturer standard warranty applies.

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

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

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

Thank you for the opportunity to bid this project.

Thank you for the opportunity to bid this project.

2021 WATER SERVICE MATERIAL COSTS

5/8" X 3/4" WATER SERVICE MATERIAL

Qty	Unit	Description	Price	Total Price
1	1.0 EA	20X48" MS METER PIT	\$154.66	\$154.66
2	1.0 EA	M70AL METER PIT COVER W/ CI DEN LID & 3"INNER LID	\$115.00	\$115.00
3	1.0 EA	FORD #TVHC82-9W-44-33-G-3TY-NL. 5/8" X 3/4" TANDEM METER SETTER WITH ANGLE KEY VALVE INLET, DUAL CARTRIDGE CHECK VALVE WITH THREE TEST PORT OUTLET VALVE, 9" TALL WITH CTS GRIP SERVICE CONNECTIONS, INCLUDES "S"-TUBE AND REGULATOR ADAPTERS, NSF-61 NO-LEAD COMPLIANT.	\$372.79	\$372.79
4	1.0 EA	3/4" LF 600XLLU WILKINS PRV	\$131.66	\$131.66
5	1.0 EA	3/4" IPERL, 7.5" LL, 3 WIRE TR/PL, 1 G	\$150.37	\$150.37
6	1.0 EA	520M MXU, 1 PORT, TC HOURLY READ, LEAK DET	\$166.99	\$166.99
				\$1,091.47

Total Units: 1.0

Average Cost per Each: \$1,091.47

2" FIRESTONE IRRIGATION SERVICE MATERIAL

Qty	Unit	Description	Price	Total Price
1	1.0 EA	2" FIRESTONE SPEC. IRRIGATION WATER METER SETTER, WITH COMPRESSION COPPER GRIP END CONNECTIONS, LESS PRV.	\$733.33	\$733.33
2	1.0 EA	2" WILKINS 600-XL-HP, HIGH PRESSURE PRV.	\$745.33	\$745.33
3	1.0 EA	2" OMNI C2 METER, 1G	\$1,669.45	\$1,669.45
4	4.0 EA	3/4X3" NEVER GALL 304 SS MACHINE BOLT	\$6.12	\$24.48
5	4.0 EA	3/4" NEVER GALL 304 SS HEX NUT	\$1.49	\$5.96
6	4.0 EA	3/4" METER WASHER, 304SS	\$0.73	\$2.92
7	4.0 EA	2" COMPANION FLG MTR GSKT,DROP-IN,	\$4.50	\$18.00
8	1.0 EA	520M MXU, 1 PORT, TC HOURLY READ, LEAK DET	\$166.99	\$166.99
				\$3,366.46

Total Units: 1.0

Average Cost per Each: \$3,366.46

1-1/2" FIRESTONE DOMESTIC WATER SERVICE MATERIAL

Qty	Unit	Description	Price	Total Price
1	1.0 EA	1-1/2" FIRESTONE SPEC. DOMESTIC WATER METER SETTER, WITH COPPER COMPRESSION GRIP END CONNECTIONS, LESS PRV.	\$1,614.34	\$1,614.34
2	1.0 EA	1-1/2" WILKINS 600-XL-HP HIGH PRESSURE PRV..	\$591.33	\$591.33
3	1.0 EA	1-1/2" OMNI C2 METER, 1G	\$1,278.78	\$1,278.78
4	4.0 EA	5/8X2-1/2" NEVER GALL 304 SS MACHINE BOLT	\$3.72	\$14.88
5	4.0 EA	5/8" NEVER GALL 304 SS HEX NUT	\$0.99	\$3.96
6	4.0 EA	3/4" PLATED HEX NUT	\$0.20	\$0.80
7	4.0 EA	5/8" METER WASHER, 304SS	\$0.46	\$1.84
8	2.0 EA	1-1/2" COMPANION FLANGE METER GASKET, DROP-IN	\$3.56	\$7.12
9	1.0 EA	520M MXU, 1 PORT, TC HOURLY READ, LEAK DET	\$166.99	\$166.99
				\$3,680.04

Total Units: 1.0

Average Cost per Each: \$3,680.04

2" FIRESTONE DOMESTIC WATER METER SERVICE MATERIAL

Qty	Unit	Description	Price	Total Price
1	1.0 EA	2" FIRESTONE SPEC. DOMESTIC WATER METER SETTER, WITH COMPRESSION COPPER FRIP END CONNECTIONS, LESS PRV.	\$2,540.08	\$2,540.08
2	1.0 EA	2" WILKINS 600-XL-HP, HIGH PRESSURE PRV.	\$745.33	\$745.33
3	1.0 EA	2" OMNI C2 METER, 1G	\$1,669.45	\$1,669.45
4	4.0 EA	5/8X3" NEVER GALL 304 SS MACHINE BOLT	\$3.94	\$15.76
5	4.0 EA	3/4" NEVER GALL 304 SS HEX NUT	\$1.49	\$5.96
6	4.0 EA	3/4" METER WASHER, 304SS	\$0.73	\$2.92
7	2.0 EA	2" COMPANION FLG MTR GSKT,DROP-IN,	\$4.50	\$9.00
8	1.0 EA	520M MXU, 1 PORT, TC HOURLY READ, LEAK DET	\$166.99	\$166.99
				\$5,155.49

Total Units: 1.0

Average Cost per Each: \$5,155.49

3/4" WATER SERVICE MATERIAL

3/4" WATER SERVICE MATERIAL -1

Qty	Unit	Description	Price	Total Price
1	1.0 EA	20X48" MS METER PIT	\$154.66	\$154.66
2	1.0 EA	M70AL METER PIT COVER W/ CI DEN LID & 3"INNER LID	\$115.00	\$115.00
3	1.0 EA	FORD #TVHC83-12W-44-33-G-3TV0-NL 3/4" TANDEM METER SETTER WITH ANGLE KEY VALVE INLET, DUAL CARTRIDGE CHECK VALVE WITH THREE TEST PORT VALVE OUTLET, 12" TALL WITH CTS GRIP SERVICE CONNECTIONS, INCLUDES "S" TUBE AND REGULATOR ADAPTERS, NSF-61 NO-LEAD COMPLIANT.	\$432.36	\$432.36
4	1.0 EA	3/4" LF 600XLLU WILKINS PRV	\$131.66	\$131.66
5	1.0 EA	3/4" IPERL, 9" LL, 3 WIRE TR/PL, 1 G	\$167.71	\$167.71
6	1.0 EA	520M MXU, 1 PORT, TC HOURLY READ, LEAK DET	\$166.99	\$166.99
				\$1,168.38
Total Units: 1.0		Average Cost per Each: \$1,168.38		

1" WATER SERVICE MATERIAL

1" WATER SERVICE MATERIAL-1

Qty	Unit	Description	Price	Total Price
1	1.0 EA	20X24X48" MS METER PIT	\$215.47	\$215.47
2	1.0 EA	M70AL METER PIT COVER W/ CI DEN LID & 3"INNER LID	\$115.00	\$115.00
3	1.0 EA	FORD # TVHC84-12W-44-44-G-3TV-NL 1" TANDEM METER SETTER WITH ANGLE KEY VALVE INLET,DUAL CARTRIDGE CHECK VALVE WITH THREE TEST PORT VALVE OUTLET,12" TALL, WITH GRIP CTS SERVICE CONNECTIONS, INCLUDES " S" TUBE AND REGULATOR ADAPTERS.NSF-61 NO LEAD COMPLIANT.	\$626.67	\$626.67
4	1.0 EA	1" LF 600XL WILKINS PRV	\$192.39	\$192.39
5	1.0 EA	1" IPERL, 3 WIRE TR/PL, 1 G	\$214.65	\$214.65
6	1.0 EA	520M MXU, 1 PORT, TC HOURLY READ, LEAK DET	\$166.99	\$166.99
				\$1,531.17

Total Units: 1.0

Average Cost per Each: \$1,531.17

1-1/2" FIRESTONE IRRIGATION SERVICE MATERIAL

1-1/2" FIRESTONE IRRIGATION SERVICE MATERIAL-1

Qty	Unit	Description	Price	Total Price
1	1.0 EA	1-1/2" FIRESTONE IRRIGATION WATER METER SETTER, WITH COMPRESSION COPPER GRIP END CONNECTIONS, LESS PRV.	\$607.90	\$607.90
2	1.0 EA	1-1/2" WILKINS 600-XL-HP HIGH PRESSURE PRV..	\$591.33	\$591.33
3	1.0 EA	1-1/2" OMNI C2 METER, 1G	\$1,278.78	\$1,278.78
4	4.0 EA	5/8X3-1/2" S S MACHINE BOLT COATED	\$4.64	\$18.56
5	4.0 EA	5/8" NEVER GALL 304 SS HEX NUT	\$0.99	\$3.96
6	4.0 EA	5/8" METER WASHER, 304SS	\$0.46	\$1.84
7	2.0 EA	1-1/2" COMPANION FLANGE METER GASKET, DROP-IN	\$3.56	\$7.12
8	1.0 EA	520M MXU, 1 PORT, TC HOURLY READ, LEAK DET	\$166.99	\$166.99
				\$2,676.48

Total Units: 1.0

Average Cost per Each: \$2,676.48

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.f

Discussion/Action

Meeting Date: December 9, 2020

Initiated By: Paula Mehle

Dept: Economic Development

AGENDA TITLE

Resolution 20-122: A RESOLUTION OF THE BOARD OF TRUSTEES OF FIRESTONE, COLORADO, APPROVING A SUMMARY OF GRANT AWARD TERMS AND CONDITIONS BETWEEN THE TOWN OF FIRESTONE AND THE STATE OF COLORADO FOR DEVELOPMENT OF THE OLD TOWN FIRESTONE SUB-AREA PLAN

SUMMARY

The Department of Local Affairs (DOLA) Rural Economic Development Initiative (REDI) program was created to assist communities with fewer than 20,000 people developing local economic planning and capacity projects designed to strengthen a community by investing in the local economy facilitating the diversification of local industries. Under this program, projects must help diversity the local economy through strategic plans, feasibility studies, and/or marketing studies.

The Town of Firestone pursued funding from DOLA REDI Grant Program for the 2020 grant cycle for \$25,000. After participating in the grant process, Town staff was notified on October 19, 2020, that the Town had been awarded \$20,000 to develop the Historic Firestone Sub-Area Plan. Town staff received the executed agreement from DOLA on November 3, 2020.

HISTORY AND PREVIOUS BOARD ACTION

The Town submitted an application on August 10, 2020, and was accepted on August 12, 2020, by DOLA. On October 19, 2020, the Town was notified that the Town had been awarded \$20,000 of the \$25,000 request for the Town of Firestone - Old Town Firestone Sub-Area Plan project.

RECOMMENDATION

Staff recommends the approval of Resolution 20-122.

ALTERNATIVES

ATTACHMENTS

1. Resolution 20-122 REDI Grant Old Town Sub Area Plan
2. REDI 20-210 - Summary of Small Dollar Grant Award Terms and Conditions

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 20-122

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING A SUMMARY OF GRANT
AWARD TERMS AND CONDITIONS BETWEEN THE TOWN OF
FIRESTONE AND THE STATE OF COLORADO FOR DEVELOPMENT
OF THE OLD TOWN FIRESTONE SUB-AREA PLAN**

WHEREAS, the Town of Firestone ("Town") was awarded a Rural Economic Development Initiative Grant Program ("REDI") grant in the amount of \$20,000.00 for development of the Town of Firestone's Old Town Firestone Sub-Area Plan; and

WHEREAS, as award of the grant is automatic upon initial request for payment from the State of Colorado the Town desires to formally accept the Summary of Small Dollar Grant Award and Conditions as set forth by the State of Colorado.

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

The Summary of Small Dollar Grant Award Terms and Conditions between the Town of Firestone and the State of Colorado for development of the Old Town Firestone Sub-Area Plan 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 grant award on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 9th day of December, 2020.

TOWN OF FIRESTONE, COLORADO

By:

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

REDI
POGG1 NLAA 2021*2470

SUMMARY OF SMALL DOLLAR GRANT AWARD TERMS & CONDITIONS

State Agency Department of Local Affairs	DLG Number F21RED20210	CMS Number 164784
Grantee Town of Firestone	Grant Award Amount \$20,000.00	
Project Number and Name REDI 20-210 - Town of Firestone Old Town Firestone Sub-Area Plan	Performance Start Date The later of the Effective Date or November 3, 2020	Grant Expiration Date June 30, 2022
Project Description The Project consists of developing a sub-area Plan specific to the Old Town Firestone area in the Town of Firestone.	Program Name Rural Economic Development Initiative Grant Program (REDI)	
	Funding Source STATE FUNDS	
	Catalog of Federal Domestic Assistance (CFDA) Number N/A	
Regional Manager <u>Chris La May, (970) 679-4501, (chris.la.may@state.co.us)</u>	Funding Account Codes	
Regional Assistant <u>Robert Thompson, (970) 679-4503, (robert.thompson@state.co.us)</u>	VCUST# 13331	Address Code CN003 EFT

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

DEPARTMENT OF LOCAL AFFAIRS PROGRAM REVIEWER  By: Kate Guibert, REDI Program Manager Date: 11/3/2020 1:17 PM MST	STATE OF COLORADO Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Rick M. Garcia, Executive Director  By: Rick M. Garcia, Executive Director Date: 11/3/2020 2:08 PM MST
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In accordance with Colorado Revised Statutes, this Grant Agreement is not valid until signed and dated below by the State Chief Procurement Officer or an authorized delegate (the “Effective Date”).

STATE CHIEF PROCUREMENT OFFICER
Sherri Maxwell



By: Brenda Lujan, Contracts and Procurement Manager
Department of Local Affairs

Effective Date: 11/3/2020 | 4:04 PM MST

SCOPE OF SERVICES

1. PROJECT DESCRIPTION, OBJECTIVES AND REQUIREMENTS

The Project consists of the **Town of Firestone** (Grantee) contracting with a qualified consultant firm to develop and complete a sub-area Plan specific to the Old Town Firestone area. Work includes: 1) an inventory of current conditions including identification of unique features and attributes available to the area; 2) development of goals and objectives for the area; and 3) prioritization of the goals for redevelopment and reinvestment in the area. Grantee shall complete and submit an application to the Colorado Main Street program for Affiliate membership.

Eligible expenses include consultant fees. Costs of insurance, bonding, bidding, legal fees, consultant travel and consultant per diem shall be the sole responsibility of the Grantee.

Grantee shall provide **at least 60%** of the total project cost as **matching funds** to the Project. State shall reimburse its pro-rata share upon review and approval of the submitted costs and associated supporting documentation, and commensurate progress of the Project.

☐ Construction plans and specifications have been drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

☒ A contract shall be awarded to a qualified firm through a formal RFP or competitive selection process.

Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to the Department of Local Affairs upon execution, and any and all contracts entered into by the Grantee or any of its subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

2. RESPONSIBLE ADMINISTRATOR

Contractor's performance hereunder shall be under the direct supervision of **Paula Mehle, Director of Economic Development, (PMehle@FirestoneCo.Gov)**, an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project.

3. TIME OF PERFORMANCE

The Project shall commence upon the issuance of this Small Dollar Grant Award and shall be completed on or before **June, 30, 2022**.

4. BUDGET

Line #	Budget Line/Project Activities	Total Cost	State Funds	Other Funds	Other Fund Source
1	Consultant Services	\$50,000	\$20,000	\$30,000	Grantee
Total		\$50,000	\$20,000	\$30,000	

5. W-9 and PAYMENT METHOD

W-9.	☐ 1. Grantee has submitted their W-9 form to Denver directly (email to Beth) ☐ 2. Grantee's W-9 form is being sent with this SCOPE form
Payment Method.	☒ A. Grantee wants to receive their payment by EFT ☐ Grantee has submitted their completed EFT forms to Denver directly (email to Beth) ☐ Grantee's completed EFT forms are being sent with this SOP form ☒ Grantee is already set up for EFT in CORE: Provide name of Grantee's bank <u>and</u> last four# of account number where EFT payment should be sent <u>First Bank – Acct Ending 2796</u> ☐ B. Grantee declines EFT/wants to receive their reimbursement in the form of a snail-mailed WARRANT (check)

VCUST#: 13331

Address code: CN003

Payment method: EFT

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.g

Discussion/Action

Meeting Date: December 9, 2020

Initiated By: A.J. Krieger

Dept: Administration

AGENDA TITLE

Resolution 20-121: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND DESIGN WORKSHOP INC. REGARDING THE CENTRAL PARK MASTER PLAN

SUMMARY

Approval of Resolution 20-121 will authorize the execution of a professional services agreement with Design Workshop for the preparation of a Central Park Master Plan. Town staff recommends approval.

HISTORY AND PREVIOUS BOARD ACTION

Since acquiring the land in 2005, the Town of Firestone has anticipated the development of Central Park, and at various times has produced multiple concept plans. At the conclusion of the Park, Open Space, and Trails Master Plan effort, the Board of Trustees identified Central Park as the #1 priority.

On August 27th and 28th of this year, a group of staff and Trustees interviewed 5 professional planning and design firms to lead the master plan effort. The 5 firms were invited based on a combination of experience, demonstrated capability, and being local to/familiar with the Denver/Front Range area. The Trustee and staff group unanimously selected Design Workshop.

Attached to the Agreement is Exhibit A, which describes in some detail the major tasks and deliverables. Ultimately the Town will use this master plan to guide the development of construction drawings. Likely developed in phases, the Town is working towards construction in 2022.

RECOMMENDATION

Town staff recommends approval of Resolution 20-121 and the attached Professional Services Agreement.

ALTERNATIVES

ATTACHMENTS

1. Design Workshop Central Park Master Plan Resolution
2. Central Park Master Plan - Professional Services Contract 12-1-2020_Signed by DW
3. Scope Exhibit-201201
4. Dept Program Affidavit-DW-201202
5. Firestone Cent Park-REV2 Schedule

FINANCIAL CONSIDERATIONS

The total cost of the Design Workshop agreement is \$379,000.

RESOLUTION NO. 20-121

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF
FIRESTONE AND DESIGN WORKSHOP INC. REGARDING THE CENTRAL PARK
MASTER PLAN**

WHEREAS, the Town of Firestone ("Town") is in need of professional design services for the development of the Central Park Master Plan; and

WHEREAS, the Town sought proposals from five firms qualified to provide the desired services: and

WHEREAS, upon review of the proposals staff selected Design Workshop Inc as the applicant best qualified based upon staff, experience and expertise to provide the design services for development of the Central Park Master Plan.

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

The Agreement between the Town of Firestone and Design Workshop Inc for development of the Central Park Master Plan 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 **DESIGN WORKSHOP** an independent Consultant with a principal place of business 1390 Lawrence Street, Suite 100, Denver, Colorado 80204 ("Consultant") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Consultant 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. Consultant 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: **Central Park Master Plan (A2020-9904)**.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Consultant proceeds without such written authorization, Consultant 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 Consultant 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 Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant 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 Consultant, the Town shall pay the Consultant an amount not to exceed **\$380,000**. This amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs and

expenses. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby represents 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 Consultant 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 Consultant 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 Consultant for its professional expertise, Consultant agrees not to employ sub Consultants 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 Consultant shall be exclusively owned by the Town. Consultant 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," Consultant 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 Consultant.

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 CONSULTANT

Consultant is an independent Consultant. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Consultant 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 Consultant pursuant to this Agreement. At a minimum, Consultant shall procure and maintain, and shall cause any sub Consultant 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 Consultants 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 Consultants shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

C. Consultant 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. Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including from bodily injury, personal injury, sickness, disease, death, property loss or damage, to the extent caused by the Consultant's services performed under this with this Agreement if such injury, loss, or damage is caused in whole or in part by, the negligent act, omission, error or professional error, Consultant, or that on any sub consultant of Consultant or anyone else for whom the Consultant is legally liable or which arise out

of a worker's compensation claim of any employee of Consultant or of any employee of any sub Consultant of Consultant. Consultant'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 Consultant, any sub Consultant of Consultant, or any officer, employee, representative, or agent of Consultant or of any sub Consultant of Consultant.

B. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the Town may be determined only after Consultant'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, Consultant 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 Consultant 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. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a sub Consultant that fails to certify to Consultant that the sub Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Consultant has employees, Consultant 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. Consultant 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 Consultant obtains actual knowledge that a sub Consultant performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Consultant shall: notify the sub Consultant and the Town within 3 days that Consultant has actual knowledge that the sub Consultant is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the sub Consultant if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the sub Consultant does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Consultant shall not terminate the subcontract if during such 3 days the sub Consultant provides information to establish that the sub Consultant has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Consultant 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 Consultant is complying with the terms of this Agreement.

E. Affidavits. If Consultant does not have employees, Consultant shall sign the "No Employee Affidavit" attached hereto. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant 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

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

DESIGN WORKSHOP

By:



Jim MacRae, Principal, PLA

DEPARTMENT PROGRAM AFFIDAVIT

To be completed only if Consultant participates in the Department of Labor Lawful Presence Verification Program

I, _____, as a public Consultant 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:

(SEAL)

Notary Public

EXHIBIT A SCOPE OF SERVICES

Consultant's Duties and Deliverables

During the term of this Agreement, Consultant shall perform the following duties, as directed by the Town, and deliver the following items during the timeframes established by the Town:

OUTLINE SCOPE OF SERVICES

*Design Workshop (DW) has provided a detailed spreadsheet with tasks and deliverables (see MASTER TASKS AND DELIVERABLES chart exhibit). **This section of the proposal is not an exhaustive list, but is intended to provide a narrative overview of each task, more detail on key sub tasks, and list of key deliverables.***

Task 1: Management and Pre-Design

The purpose of this task is to set up the project structure, conduct a town/ consultant team Strategic Kick Off (SKO) meeting and confirm roles/ responsibilities, communication protocols, task sequencing, etc.

Task 1.01 – Project Management Plan (DW)

1. DW Project Management system
2. Bi-weekly project coordination meetings (via phone)

Task 1.02 – Strategic Kick Off Meeting (DW/ Team)

1. SWOT Exercise/ Confirm Project Goals
2. Project Management Plan
3. Risk Management Plan
4. Project Schedule and Milestones
5. Site Survey/ Project Constraints
6. Document Standards
7. Performance Metrics

Tasks 1.5, 1.9, 1.10 and 1.11 – document-related tasks

1. Develop the format and layout of the final document that will be added to with each successive task. Review examples of comparable documents with the Town and provide a draft/mockup for review.

Deliverables

- *Strategic Kick Off Meeting*
- *Bi-Weekly Conference calls*
- *Meeting Notes (DW)*
- *Chapter 1: Project Intro and Background*

Task 2: Community Engagement

(This task has been eliminated and incorporated into other tasks)

Task 3: Research and Analysis

The purpose of this task is to develop a solid understanding of the opportunities and constraints inherent to the site given various environmental, social and jurisdictional elements that are a part of the site.

Tasks 3.01 through 3.06 Base Files and Information Collection (DW)

1. Visit the site to verify ALTA Survey and identify any short-comings or coordinate with surveyor for preparation of ALTA Survey.
2. Review Phase 1 Environmental Report/ Maps and identify and report any short comings.
3. Create a Base Map that will be basis for all design work and takeoffs.
4. Collect all existing reports, maps, town regulations, etc., that will have influence over the master plan and summarize key findings.

Tasks 3.04 through 3.10 – Context and Site Analysis (DW/ Team)

1. Identify and map key context and site factors that will influence the layout and range of park amenities and experiences
2. Evaluate key context and site factors as to their potential impacts on the park programming, layout, adjacencies, etc.
3. Review Civil Engineer's findings on water supply and available infrastructure for lake / park irrigation.

Deliverables

- *Site Visit*
- *Bi-Weekly Conference calls*
- *Meeting Notes*
- *Base Map and Context Diagrams*
- *Site Analysis Diagrams*
- *Chapter 2: Existing Conditions and Analysis (11 x 17" PDF)*

Task 4 Park Programming and Site Framework

The purpose of this task is to develop a park program including passive and active recreation improvements, general park amenities, community events/ activities and possible community recreation and/or regional sports facilities. Establishing (a) framework(s) that will be the basis of the alternative plans in Task 5.

Tasks 4.03 and 4.04 – Commercial Recreation Facilities Research/ Feasibility Study (DW)

1. Analyze regional demographics related to organized and tournament sports, identify sub-regional, regional or inter-mountain west competition and determine potential demand and sports programs for a commercial sports/ recreation facility in Firestone. Collect and analyze

-
- town and regional demographics including key socio-economic attributes specific to organized sports programs and clubs.
2. Prepare a memorandum to summarize findings and present to Town Trustees and Staff.

Task 4.05 and 4.6 – Park Programming (DW/ Team)

1. Survey Existing Firestone Parks to determine what is missing or what is over-supplied in the town.
2. Research and Identify the range of passive and active park programs that would be appropriate and needed for Central Park such as but not limited to: Sports Fields, Ball Courts, Stage/ Amphitheater, Children's Adventure Playground, Community Garden, Lake/ Dock, etc.
3. Prepare a Parks Programming Matrix that identifies the range of improvements and amenities for Central Park
4. Confirm and diagram the relative size for park programs (i.e. sports fields, adventure playground, parking, etc.) to ensure there's adequate space and separation with other existing or planned civic elements of the park.

Task 4.07 – Park Programming Presentation (DW/ Team)

1. Present the park programming to staff, steering committee, citizens, trustees, etc. to get input on preferred park features and amenities.

Deliverables

- *Bi-Weekly Conference calls*
- *Meeting Notes*
- *Commercial Recreation Facilities Feasibility Study*
- *Community Events Calendar*
- *Park Programming Matrix*
- *Presentation to Board of Trustees*
- *Chapter 3: Research and Park Programming (11 x 17" PDF)*

Task 5 Master Plan Alternatives

The purpose of this task is to develop three (3) master plan alternatives to review and compare against stated goals, principles, metrics. Alternatives will be evaluated with input from staff and the public at two separate worksessions with the Town Board of Trustees. Each master plan alternative will be distinct in order to represent the gamut of possibilities for Central Park.

Task 5.03 – Master Plan Alternatives Criteria (DW/ Team)

1. Prior to starting the design, we will develop the planning criteria for each alternative and review with staff, steering committee, etc.

Task 5.04 through 5.06 – Master Plan Alternatives Preparation (DW/ Team)

1. Kick off this task with an intensive design charrette.
2. Prepare three (3) master plan alternatives that illustrates the layout of all park features

-
3. Prepare supportive graphics for each alternative to help communicate the elements of each alternative including support diagrams that explain circulation, views and key relationships.
 4. Prepare a general opinion of probable costs for each alternative so everyone understands the financial implications of the initial designs.
 5. Provide pros and cons for each alternative

Task 5.07– Draft Alternatives Presentation (DW/ Team)

1. Present the draft alternatives to Town Board of Trustees at a public worksession.

Task 5.09 and 5.10 – Master Plan Alternatives Preparation (DW/ Team)

1. Revise and update the master plan alternatives per feedback received and as part of normal design refinement process.
2. Prepare supportive graphics for each alternative to help communicate the elements of each alternative including support diagrams that explain circulation, views and key relationships.
3. Develop Conceptual 3D Vignettes – one aerial for each alternative. May be greyscale and will have simplified textures given level of design at this stage.
4. Prepare a preliminary opinion of probable costs for each alternative to convey the financial implications of the alternative designs.
5. Provide pros and cons for each alternative.
6. Develop chapter for document.

Deliverables

- *Bi-Weekly Conference calls*
- *Meeting Notes*
- *Master Plan Alternatives Criteria*
- *Master Plan Alternatives (24" x 36" PDF)*
- *Supportive Graphics*
- *Opinion of Probable Costs*
- *Two Presentations to Board of Trustees*
- *Chapter 4: Alternative Plans (11 x 17" PDF)*

Task 6: Preferred Park Plan

The purpose of this task is to develop a preferred master plan based on input received at the end of Task 5. Progress on the Preferred Plan will be presented at a worksession with the Town Board of Trustees. Feedback from that worksession will be factored into the final version.

Task 6.03 – Preferred Master Plan Criteria

1. Finalize the park site design criteria and park programming for the preferred master plan by reviewing with staff, steering committee, etc. The Town will issue a written approval (via email) of the criteria and program before we start preferred plan refinements.

Tasks 6.04 through 6.07 – Preferred Master Plan Preparation

1. Revise and update the preferred master plan.

-
2. Prepare supportive graphics to help communicate the elements of each alternative including support diagrams that explain circulation, views and key relationships.
 3. Develop Conceptual 3D Vignettes – one aerial and two to three ground-level views. Will be color and illustrative in character for use in marketing the project.
 4. Prepare a revised opinion of probable costs to convey the financial implications of the preferred design.

Tasks 6.08 through 6.10 – Preferred Master Plan Presentation (DW/ Team)

1. Present the draft Preferred Master Plan to Town Board of Trustees at a public worksession.

Tasks 6.11 through 6.14 – Final Draft Preferred Master Plan

1. Revise and update the preferred master plan and supporting graphics per feedback received at work session.
2. Finalize opinion of probable costs to convey the financial implications of the preferred design.
3. Develop chapter for document.

Deliverables

- *Bi-Weekly Conference calls*
- *Meeting Notes*
- *Preferred Master Plan (24" x 36" PDF)*
- *Supportive Graphics*
- *Opinion of Probable Costs*
- *Presentation to Board of Trustees*
- *Chapter 5: Preferred Master Plan (11 x 17" PDF)*

Task 7: Design Guidelines and Operations & Maintenance Plan

The purpose of this task is to prepare an operations and maintenance plan (O&M) for the Central Park to provide guidance on maintenance practices, park maintenance resources, potential park maintenance budgets and park maintenance specifications that the Town Parks Department and/or future park designers can use as a reference in designing projects to be implemented from the master plan.

Tasks 7.01 through 7.11 – Operations and Maintenance Plan (DW/ Consultant)

1. Coordinate discussions with Parks Department about the maintenance requirements for the central park
2. Prepare potential alternative O&M budgets (including sources of income and operating costs) for review/ comment by Town staff
3. Review Town's current O&M guidelines and provide review/ comment for updates to accommodate Central Park.
4. Confirm layout and style guide of the design guidelines document with the Town

Deliverables

- *Bi-Weekly Conference calls*
- *Meeting Notes*
- *O&M recommendations and additions to Town O&M plan*

-
- *Chapter 6: Operations and Maintenance (11 x 17" PDF)*

Task 8 Master Plan Documentation and Adoption

The purpose of this task is to document the master planning process as a final document and prepare presentations to gain consensus and adoption of the plan by the Town Trustees.

Tasks 8.01 through 8.07 – Final Master Plan Document

1. Compile all chapters into final document. Review and make revisions as needed to refine document that supports the conclusions and recommendations of the Preferred Master Plan.
2. Provide penultimate draft of final document (90%) for review and comment by Town staff.
3. Provide final revisions to Master Plan Document for presentation and adoption.
4. Prepare presentations for Planning and Zoning Commission, and Board of Trustees hearing.

Deliverables

- *Master Plan Document*
- *2 Presentations*
- *Compiled Master Plan Document (11 x 17" PDF) in two resolutions for printing and for sharing on Town's website.*

ASSUMPTIONS

Since this is an outline scope of services, we (DW) have made some assumptions and offer some questions about the scope of services as follows:

- A. DW will be the prime consultant and will provide the following services:
 1. Landscape Architecture
 2. Project Coordination
 3. Market Research/ Study (Commercial Recreation Venues and Tourism only)
- B. As the prime consultant, we will be responsible for hiring and directing a set of sub-consultants who are needed to complete the master plan. The following are disciplines/ sub - consultants we have included as part of the master plan process (Subject to change at DW's discretion):
 1. Architecture: Tomecek Studio Architecture (Park Pavilions and Amphitheater Pavilion)
 2. Irrigation: Hines Irrigation (Analysis of Available Resources, High Level Water Budgets, and Infrastructure Recommendations)
 3. Cost Analysis: Sunland Group (Opinion of Probable Construction Costs)
 4. Park Operations and Maintenance Consultant: Ballard and King (O&M Resource Planning and Budgeting, O&M guidelines, etc.)
- C. Other subconsultants will also be needed, and can be contracted directly to the Town or under DW:
 1. Surveyor: Civil Arts – retained directly by the Town.
 2. Civil Engineer: Civil Arts (Roadways, Utilities and Storm Water Management) – retained directly by the Town.

-
3. Environmental Consultant: TBD (For Phase 1 wetland and/or an archeology and/or a paleontology survey, mapping, and report) – retained directly by the Town.
 4. Traffic Engineer: TBD – retained directly by the Town.
 5. Branding – DW has reviewed several potential consultants and has provided (separately) a draft proposal from RSM. Per previous discussion, they can be retained at a later date and can be either a sub to DW or direct to the Town.
 6. Website content and maintenance: Town of Firestone. DW will provide content to and meet with Katy Hansen.
- D. Given the rigorous public engagement process from the recently completed Parks and Open Space Master Plan, public engagement for this project will be focused at the regular Board of Trustees work sessions (which are open to the public). DW will present progress to the Board of Trustees at key milestones for public dialog and review.
- E. In conjunction with our master plan, we assume that the Town and/or Carbon Valley will coordinate our design ideas with the architects and/or civil engineers working on the proposed recreation center, city hall, high school, etc. so that our ideas can be aligned and integrated into the final master plan.
- F. Town will provide a complete ALTA survey of the property with all legal property lines, easements, SUA's, other encumbrances, landform (2' contour interval min.), trees, wetlands, drainage areas, drainage improvements, buildings, paved surfaces, etc.
- G. Town will be a liaison between DW and the Oil/ Gas Companies that have SUA's on the site to ensure that the master plan has been communicated and there's agreement on the SUA and drilling windows before alternatives are being prepared.
- H. Town will provide a domain name for the website and/or link to the Town's website and the Town will upload content and maintain the functionality of the park website.
- I. As part of the first task, DW will work with the Town to confirm document layout and appearance. DW will provide digital version of the book and chapters in .pdf format. The Town will print hard copies as it deems necessary.

EXCLUSIONS

The following exclusions apply:

- A. Surveying/ ALTA Survey
- B. Lake/ Pond/ Aquatic Design
- C. Environmental Survey, Mapping and Report
- D. Branding/ Marketing/ PR
- E. Website Design/ Development
- F. Electrical and A/V Design/ Development
- G. SMART Technology Design and Engineering
- H. Structural, MEP and Traffic Engineering

In accordance with Design Workshop's policy, a retainer of **\$25,000** is payable upon acceptance of this proposal. The retainer will be applied to our final billing. All invoices must be paid prior to release of the final documents.

4. **ADDITIONAL SERVICES**

Services in addition to those described above are to be compensated on a Time and Materials basis per Design Workshop's current published rate schedule. Additional services will include (but are not limited to) redesign of previously approved work, major revisions to program and/or expansion of scope of services. Whenever practical, changes, additions, or modifications to the scope of services shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due Design Workshop, provided the change was in fact approved and ordered by the Client.

5. **TAXES**

Any taxes or fees, (local, state or federal), based on gross receipts or revenues will be added to amounts due under this contract.

Firestone Central Park

PROPOSED WORK PLAN

1-Dec-20

MASTER TASKS AND DELIVERABLES						
	DESIGN WORKSHOP	Tomecek Studio	Ballard & King	Hines	Sunland Group	Town of Firestone
	Lead Consultant/ Landscape Architect	Architect	Operations & Maintenance	Irrigation	Cost Estimation	Civil/ Traffic/ Environmental/ Comm Engagement
TASK 1: MANAGEMENT / PRE-DESIGN (4 weeks but some tasks are on-going)						
Task 1.1	Meet with Town Staff to review Work Plan and Schedule (1 hr. GTM)	N/A	N/A	N/A	N/A	N/A
Task 1.2	Revise Draft Work Plan and Schedule based on Town's input	N/A	N/A	N/A	N/A	Town to have their sub-consultants confirm deadlines for Survey, Traffic Study, Env Report, etc.
Task 1.3	Review Reports/ Maps to identify Short Comings of reports and/or maps	N/A	N/A	N/A	N/A	Town to provide relevant maps, reports, etc. on FTP site
Task 1.4	Collect and Distributed Reports/ Maps to Team	N/A	N/A	N/A	N/A	N/A
Task 1.5	Summarize Reports and Distribute to Team	Review Geotech/ Soils and Write memorandum on Understanding/ Issues/ Etc.	Review Town Parks MP and write memorandum on O&M Understanding/ Issues/ Etc.	Review Town Servicing Plan and write memorandum on Water Types, Source, Issues, etc.	N/A	N/A
Task 1.5	Review Document Examples with Town Staff and confirm layout/ writing guide, QM process, etc. (1 hr. GTM)	N/A	N/A			N/A
Task 1.6	Prepare Monthly Status Reports	N/A	N/A			N/A
Task 1.7	Prepare and Conduct Team Strategic Kickoff Meeting (SKO) (1.5 hr. GTM)	Attend via GTM	Attend via GTM	Attend via GTM	Attend via GTM	N/A
Task 1.8	Prepare and Conduct Town Staff SKO (1.5 hr. GTM)	N/A	N/A	N/A	N/A	Town to coordinate and get all reps from relevant dept's to attend
Task 1.9	Prepare Intro and Background Document	N/A	N/A			N/A
Task 1.10	Quality Management Review of Document	N/A	N/A			N/A
Task 1.11	Package and Submit Chapter to Town	N/A	N/A			N/A
Task 1 Deliverables						
1	Memorandum on shortcomings or additional information needed sent to Town	MS Word Document in DW format	MS Word Document in DW format	MS Word Document in DW format		N/A
2	Finalize Contract with Town	Send DW a MS Word Document Proposal and jir out hours and fees per task in the Master Fee Schedule (MS Excel spreadsheet)	Send DW a MS Word Document Proposal and jir out hours and fees per task in the Master Fee Schedule (MS Excel spreadsheet)	Send DW a MS Word Document Proposal and jir out hours and fees per task in the Master Fee Schedule (MS Excel spreadsheet)	Send DW a MS Word Document Proposal and jir out hours and fees per task in the Master Fee Schedule (MS Excel spreadsheet)	N/A
3	Prepare Final Contract for Signature Sub-Contracts	DW to send a sub-consultant agreement (PDF) for signature	DW to send a sub-consultant agreement (PDF) for signature	DW to send a sub-consultant agreement (PDF) for signature	DW to send a sub-consultant agreement (PDF) for signature	N/A
4	Prepare Project Schedule	N/A	N/A	N/A	N/A	N/A
5	Graphic Format for Final Document	N/A	N/A	N/A	N/A	N/A
6	Chapter 1: Project Intro and Background (11 x 17" Color PDF)	N/A	N/A	N/A	N/A	Upload digital PDF to Town FTP site/ Town to print and/or distribute doc to their team
TASK 2: COMMUNITY ENGAGEMENT (Reduced scope / integrated into other tasks)						
TASK 3: RESEARCH AND ANALYSIS (4 Weeks)						
Task 3.1	Prepare for and Attend Two (2) Biweekly Coord Mtgs Town Staff/ DW (1 hr. GTM for each mtg)	N/A	N/A	N/A	N/A	N/A
Task 3.2	Prepare and Distribute Mtg Notes - Two (2) Biweekly Coord Mtgs	N/A	N/A	N/A	N/A	N/A
Task 3.3	Prepare Base Maps and File System Setup	N/A	N/A	N/A	N/A	N/A
Task 3.4	Collect and Review Site Context Maps and Town Docs (Town Parks MP, Trail Map, Roadway Standards, O&G Setbacks, Climate Data, Soils, etc.)	Review Park Pavilion Design Standards	Review Town Parks MP re: O&M standards	Review Town Servicing Plan (i.e. Water Source/ Type/ Design Parameters, etc.)	N/A	Upload all documents to Town FTP or Cloud for File Transfer.
Task 3.5	Confirm storm water detention requirements (size), existing wetlands incl setbacks, O&G setbacks, buffers and existing or planned facilities (sizes/ locations)	N/A	N/A	N/A	N/A	Civil consultant provide area requirements for detention
Task 3.6	Diagram and Calculate Net Usable Park Space	N/A	N/A	N/A	N/A	N/A
Task 3.7	Site Context Diagram (drainage, roads, roadway access points, utility easements, trails, etc.)	N/A	N/A	N/A	N/A	N/A
Task 3.8	Diagram Existing Site Conditions with a site analysis summary diagram (road access, drainage, trees, detention, existing facilities, etc.)	N/A	N/A	N/A	N/A	N/A
Task 3.9	Confirm Water Supply (i.e. water type, poc location, size, timing, etc.)	N/A	N/A	Review and Comment on Town Servicing Plan and provide memorandum to identify reasonable assumptions (i.e. water supply, type, etc.)	N/A	Provide engineering report for water servicing
Task 3.10	Review Existing Conditions and Site Analysis with Town Staff at Town Hall (3 hours including travel)	N/A	N/A	N/A	N/A	Key Staff to Attend
Task 3.11	Prepare Existing Conditions and Analysis chapter	N/A	N/A	N/A	N/A	N/A
Task 3.12	Quality Management Review of Document	N/A	N/A	N/A	N/A	N/A
Task 3.13	Package and Submit Chapter to Town	N/A	N/A	N/A	N/A	N/A
Task 3 Deliverables						
1	Site Visit	N/A	N/A	N/A	N/A	Existing Conditions Maps (Roads/ Access / Utilities/ O&G sites /etc.)
2	Base Maps	N/A	N/A	N/A	N/A	Existing Conditions Maps (Roads/ Access / Utilities/ O&G sites /etc.)
3	Net Developable Land Summary Map	N/A	N/A	N/A	N/A	Proposed Conditions Map (Future Transit / Roadways / Interchange / Utility Infrastructure / etc.)
4	Site Context Map	N/A	N/A	N/A	N/A	N/A
5	Existing Site Conditions Map	N/A	N/A	N/A	N/A	N/A
6	Meetings Notes (4 x)	N/A	N/A	N/A	N/A	N/A
7	Chapter 2: Existing Conditions and Analysis (11 x 17" Color PDF, including above diagrams, etc.)	N/A	N/A	N/A	N/A	Download all documents from Town FTP or Cloud and distribute PDF's to appropriate people
TASK 4: PARK PROGRAMMING AND SITE FRAMEWORK (4 Weeks)						
Task 4.1	Prepare for and Attend Two (2) Biweekly Coord Mtgs Town/ DW (1.5 hrs. GTM)	N/A	N/A	N/A	N/A	N/A
Task 4.2	Prepare and Distribute Mtg Notes - Two (2) Biweekly Coord Mtgs	N/A	N/A	N/A	N/A	N/A
Task 4.3	Analyze Demographics, Identify Regional Competition, Determine Feasibility to Support a Commercial Sports/ Recreation Facility	N/A	N/A	N/A	N/A	N/A
Task 4.4	Document Research and Recommendations	N/A	N/A	N/A	N/A	N/A
Task 4.5	Confirm existing and missing park programming for parks in Town with Town Staff (1 hour GTM)	N/A	N/A	N/A	N/A	Appropriate Town Staff to Attend; Town to provide events calendar and descriptions
Task 4.6	Prepare Park Programming Matrix	N/A	N/A	N/A	N/A	N/A
Task 4.7	Prepare and Present Parks Programming Presentation to Town Staff and Trustees during regularly scheduled BOT Work Session #1 (3 hrs. at Town Hall incl. travel)	N/A	N/A	N/A	N/A	Appropriate Town Staff to Attend
Task 4.8	Prepare Parks Programming chapter	N/A	N/A	N/A	N/A	N/A
Task 4.9	Quality Management Review of Document	N/A	N/A	N/A	N/A	N/A
Task 4.10	Package and Submit Chapter to Town	N/A	N/A	N/A	N/A	N/A
Task 4 Deliverables						
1	Commercial Sports/ Recreation Feasibility Study	N/A	N/A	N/A	N/A	Download all documents from Town FTP or Cloud and distribute PDF's to appropriate people
2	Existing Programming Matrix (Current Town Parks)	N/A	N/A	N/A	N/A	Provide latest Parks and Open Space Master Plan Document for reference
3	Proposed Parks Matrix	N/A	N/A	N/A	N/A	N/A
4	Proposed Parks Spatial Diagram	N/A	N/A			N/A
5	Parks Programming Site Diagram	N/A	N/A	N/A	N/A	N/A
6	Parks Programming Presentation	N/A	N/A	N/A	N/A	N/A
7	Updates or additions to Irrigation Water Supply Needs and Options (1-2 pages)	N/A	N/A	N/A	N/A	N/A
8	Meetings Notes (3 x)	N/A	N/A	N/A	N/A	N/A
9	Chapter 3: Research and Park Programming (11 x 17" Color PDF)	N/A	N/A	N/A	N/A	Download all documents from Town FTP or Cloud and distribute PDF's to appropriate people
TASK 5: PARK ALTERNATIVES PLANS (5 Weeks)						
Task 5.1	Prepare for and Attend Three (3) Biweekly Coordination Mtgs - Town/ DW (1 Hr. GTM each)	N/A	N/A	N/A	N/A	N/A
Task 5.2	Prepare and Distribute Mtg Notes - Three (3) Coordination Mtgs	N/A	N/A	N/A	N/A	N/A
Task 5.3	Establish Criteria and Metrics for Three (3) Park Alternatives	N/A	N/A	N/A	N/A	N/A
Task 5.4	Consultant Team Charrette - DRAFT Site Alternative Plans (3 hours at DW Office)	Attend Design Work Session at DW (3 hrs.)	N/A	N/A	N/A	Attendance is Optional
Task 5.5	Draft Park Alternative Plans	N/A	N/A	N/A	N/A	N/A
Task 5.6	Review Draft Alternatives with Town Staff (2 hr. GTM)	N/A	N/A	N/A	N/A	Appropriate Town Staff to Attend
Task 5.7	Review Alternative Plans with Town Staff and Trustees during regularly scheduled BOT Work Session #2 (3 hrs. at Town Hall incl travel)	Provide illustrative graphics for community amphitheater structure(s) and parkitecture pavilions	N/A	N/A	N/A	Appropriate Town Staff to Attend
Task 5.8	Prepare and distribute mtg notes from BOT Work Session #2	N/A	N/A	N/A	N/A	Coordinate with Katie Hansen
Task 5.9	Revise Park Alternative Plans	Review/ Comment on Revisions for Amphitheater/ Parkitecture/ etc.	N/A	N/A	N/A	N/A
Task 5.10	Prepare Conceptual Costs for each Park Alternative	Provide general performance spec for community amphitheater structure(s) and parkitecture pavilions	N/A	N/A	Prepare and Provide General Costs for Bigger Ticket Items like Amphitheater, Pavilions, Lake, Utilities, Roads, Parking, Adventure Playgrounds, Sports Fields, Ball Courts, etc.	N/A
Task 5.11	Prepare Parks Alternative Chapter	N/A	N/A	N/A		N/A
Task 5.12	Quality Management Review of Document	N/A	N/A	N/A	N/A	Review and Comment of 90% Document
Task 5.13	Package and Submit Chapter to Town	N/A	N/A	N/A	N/A	N/A
Task 5 Deliverables						
1	Criteria for Preferred Park MP (Memorandum or Included in meeting notes)	N/A	N/A	N/A	N/A	N/A

DEPARTMENT PROGRAM AFFIDAVIT

To be completed only if Consultant participates in the Department of Labor Lawful Presence Verification Program

I, Marla Bousquet, as a public Consultant 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.

Marla Bousquet

Signature

12/2/2020

Date

STATE OF COLORADO)

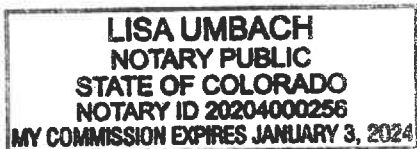
) ss.

COUNTY OF Denver)

The foregoing instrument was subscribed, sworn to (or affirmed) before me this 2nd day of December, 2020, by Marla Bousquet as Controller of Design Workshop, Inc.

My commission expires:

(SEAL)



Lisa Umbach
Notary Public

Firestone Central Park											
Schedule Exhibit	2021										
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
Tasks											
1. Pre-Design/SKO											
3. Analysis											
3. Market Study											
4. Programming / Framework											
5. Plan Alternatives											
6. Preferred Plan											
7. Operations & Maintenance											
8. Final Document											
Adoption											
Marketing for Vote											
Rec. Center Vote											
Meetings											
Client Call/Meeting											
CVPRD Meetings											
Trustees Work Session											
Holidays											

(Duration)

(Milestone or Meeting)

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.h

Discussion/Action

Meeting Date: December 9, 2020

Initiated By: Raelynn Ferrera

Dept: Administration

AGENDA TITLE

Resolution 20-123: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A DESIGN DEVELOPMENT SERVICES AGREEMENT FOR THE NEIGHBORS POINT PARK PROJECT BETWEEN THE TOWN OF FIRESTONE AND COLORADO CIVIL GROUP, INC.

SUMMARY

This agreement will allow Town staff to work with Colorado Civil Group to finalize a design for Neighbors Point Park, which will include a synthetic turf playfield, road base parking lot, exercise stations, picnic tables, and shelters.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approve Resolution authorizing execution of the said agreement and authorizing staff to expend funds.

ALTERNATIVES

ATTACHMENTS

1. Colorado Civil Group - Neighbors Point Park RESO
2. Neighbors Point Park Design (P2020-9332) - Professional Services Contract 12-4-20
3. 0668.0000.08 I-022 Budget Memo (002)

FINANCIAL CONSIDERATIONS

Project Coordination & Base Mapping:	\$4,440.00
Construction Documents:	\$21,360.00
Technical Documents, Cost Estimate, and bidding services	\$3,960.00
Sub - Consultants	\$34,529.25
Reimbursable and Margin expense	\$665.00

RESOLUTION NO. 20-123

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING A DESIGN DEVELOPMENT SERVICES AGREEMENT
FOR THE NEIGHBORS POINT PARK PROJECT BETWEEN THE TOWN OF
FIRESTONE AND COLORADO CIVIL GROUP, INC.**

WHEREAS, the Town of Firestone is in need of design development services regarding the Neighbors Point Park Project (“Project”); and

WHEREAS, Colorado Civil Group, Inc, has the required expertise as it is currently providing design services for the Project; and

WHEREAS, Colorado Civil Group, Inc, is thus best suited to perform the Project’s design development services in a timely and cost effective manner.

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

The Design Development Services Agreement between the Town of Firestone and Colorado Civil Group 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:

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 **COLORADO CIVIL GROUP, INC.**, an independent contractor with a principal place of business at 2204 Hoffman Drive Loveland, Colorado 80538 ("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: **Neighbors Point Park Design (P2020-9319)**.

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 the amount not to exceed **\$82,774.25**. 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

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

COLORADO CIVIL GROUP, INC.

By: _____



NO EMPLOYEE AFFIDAVIT

N/A

To be completed only if Contractor has no employees

1. Check and complete one:

☐ I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Firestone (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- A valid Colorado driver's license or a Colorado identification card;
- A United States military card or a military dependent's identification card;
- A United States Coast Guard Merchant Mariner card;
- A Native American tribal document;
- In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or
- Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program

I, _____, as a public contractor under contract with the Town of Firestone (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.



Signature

12-03-2020

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:

(SEAL)

Notary Public

EXHIBIT A

SCOPE OF SERVICES

Contractor's Duties: During the term of this Agreement, Contractor shall complete the design for Neighbors Point Park and provide bidding services through the award of the project.

Contractor's Deliverables: In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town, Final construction documents and Necessary technical documents.

Phase	Task	DESCRIPTION	HRS	C/O Rate	Total C/O Cost
		Project Coordination			
		Project Meetings - Coordination	16	\$ 120.00	\$ 1,920.00
		Utility Company Meetings (Review Utility mapping)	8	\$ 120.00	\$ 960.00
		Lindsay	8	\$ 135.00	\$ 1,080.00
		Base Mapping			
		Coordinate Survey	4	\$ 120.00	\$ 480.00
		Compile and Assemble Base Material	8	\$ 120.00	\$ 960.00
		Site Visits	16	\$ 120.00	\$ 1,920.00
		Lindsay	8	\$ 135.00	\$ 1,080.00
		Construction Plans			
		Cover Sheet	4	\$ 120.00	\$ 480.00
		General Notes	4	\$ 120.00	\$ 480.00
		Demo Sheets	8	\$ 120.00	\$ 960.00
		Site Plan	12	\$ 120.00	\$ 1,440.00
		Horizontal Control Plan	8	\$ 120.00	\$ 960.00
		Grading Plan	24	\$ 120.00	\$ 2,880.00
		Erosion Control Plan	8	\$ 120.00	\$ 960.00
		Utility Plan	12	\$ 120.00	\$ 1,440.00
		Sanitary Sewer Plan & Profile	8	\$ 120.00	\$ 960.00
		Lighting Plan	8	\$ 120.00	\$ 960.00
		Landscape Plan	16	\$ 120.00	\$ 1,920.00
		Site Structures	24	\$ 120.00	\$ 2,880.00
		Details	24	\$ 120.00	\$ 2,880.00
		Lindsay	16	\$ 135.00	\$ 2,160.00
		Technical Documents			
		Final Drainage Memorandum	12	\$ 120.00	\$ 1,440.00
		Stormwater Management Plan (SWMP) Report	24	\$ 120.00	\$ 2,880.00
		Project Manual	24	\$ 120.00	\$ 2,880.00
		Lindsay	8	\$ 135.00	\$ 1,080.00
		Final quantities/cost estimate			
		Quantity Takeoff	8	\$ 120.00	\$ 960.00
		Opinion of Cost (Alternates)	16	\$ 120.00	\$ 1,920.00
		Lindsay	8	\$ 135.00	\$ 1,080.00
		Bidding Services			
		Pre-Bid Meeting	4	\$ 120.00	\$ 480.00
		Response to Questions/Addendum	8	\$ 120.00	\$ 960.00
		Bid Opening/Evaluation	8	\$ 120.00	\$ 960.00
		Recommendation Award Memo	4	\$ 120.00	\$ 480.00
		Lindsay	20	\$ 135.00	\$ 2,700.00
		Total Labor	388		\$ 47,580.00
		Consultants	Amount	Reimbursables (or Non)	Amount
		Survey - Civil Arts	\$ 5,470.00	Reproduction	\$ 500.00
		Design Concepts	\$ 22,815.00	Survey Supplies	\$ -
		Geotech - Cesare	\$ 4,600.00	Postage/Shipping	\$ -
				Mileage	\$ 97.50
				Travel	
				Meals/Entertainment	
				Miscellaneous	
		Total Consultants	\$ 32,885.00	Total Reimbursables	\$ 597.50
		Labor	\$ 47,580.00		
		Consultants (+5%)	\$ 34,529.25		
		Reimbursables (+5%)	\$ 627.38		
		Margin (+5%)	\$ 37.62		
		Total	\$ 82,774.25		



TO: Raelynn Ferrera, Assistant to the Town Manager

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

DATE: November 25, 2020

SUBJECT: Neighbors Point Park Project

PROJECT No.: 0668.0000.08 I-022

BUDGET GL#:

Thank you for giving us this opportunity to complete the design for Neighbors Point Park. We have prepared a budget for the final design of the park, as requested. Our budget includes the design required to produce final construction documents, all necessary technical documents to support the design, as well as bidding services through the award of the project. (Please note Construction Services were not included in this budget.) We have three sub-consultants on the team: Civil Arts (CA), Cesare, Inc (CI), and Design Concepts (DC). Each sub-consultant prepared a scope for the project and their associated fee, as summarized below.

- **Civil Arts** – Civil Arts will provide surveying services to topographically survey the park within the boundary limits (as determined by CCG). Upon completion of the survey a digital file of the completed survey information will be provided to CCG, which will be used to base the final design on. **Total Fee - \$5,470.00**
- **Cesare, Inc.** – Cesare, Inc will drill three borings into the locations chosen by CCG (Synthetic turf area, picnic table shelter area and hammocks and slacklines area). CI will analyze and evaluate the subsurface materials and provide recommendations for necessary foundation support systems for the various park components. **Total Fee - \$4,600.00**
- **Design Concepts** – Design Concepts will complete a new irrigation design for the park and provide the specifications for the Bidding Documents for all site furnishings chosen by the Town. DC's fee includes services through the bidding phase to respond to contractor questions. **Total Fee - \$22,815.00**

With the sub-consultants' fees included within our budget, Colorado Civil Group, Inc. proposes to complete the Neighbors Point Park Project design for a lump sum fee of \$83,000.

If you have any questions on this budget or would like additional services added at this time, please let us know. We look forward to getting started on this project with the Town.



PROJECT BUDGET

x New
Change

Client: Town of Firestone
Project Number: 0668.0000.08 I-022
Project Name: Neighbors Point Park

Date: 11/25/2020

Contract Amount: \$ 83,000.00
Contract Type: Lump Sum Fee

Project Manager: DBL

Fee

Phase	Task	DESCRIPTION	HRS	C/O Rate	Total C/O Cost
		Project Coordination			
		Project Meetings - Coordination	16	\$ 120.00	\$ 1,920.00
		Utility Company Meetings (Review Utility mapping)	8	\$ 120.00	\$ 960.00
		Lindsay	8	\$ 135.00	\$ 1,080.00
		Base Mapping			
		Coordinate Survey	4	\$ 120.00	\$ 480.00
		Compile and Assemble Base Material	8	\$ 120.00	\$ 960.00
		Site Visits	16	\$ 120.00	\$ 1,920.00
		Lindsay	8	\$ 135.00	\$ 1,080.00
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		Cover Sheet	4	\$ 120.00	\$ 480.00
		General Notes	4	\$ 120.00	\$ 480.00
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		Project Manual	24	\$ 120.00	\$ 2,880.00
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		Final quantities/cost estimate			
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		Opinion of Cost (Alternates)	16	\$ 120.00	\$ 1,920.00
		Lindsay	8	\$ 135.00	\$ 1,080.00
		Bidding Services			
		Pre-Bid Meeting	4	\$ 120.00	\$ 480.00
		Response to Questions/Addendum	8	\$ 120.00	\$ 960.00
		Bid Opening/Evaluation	8	\$ 120.00	\$ 960.00
		Recommendation Award Memo	4	\$ 120.00	\$ 480.00
		Lindsay	20	\$ 135.00	\$ 2,700.00
Total Labor			388		\$ 47,580.00

\$ 4,440.00

\$ 21,360.00

\$ 3,960.00

Consultants	Amount	Reimbursables (or Non)	Amount
Survey - Civil Arts	\$ 5,470.00	Reproduction	\$ 500.00
Design Concepts	\$ 22,815.00	Survey Supplies	\$ -
Geotech - Cesare	\$ 4,600.00	Postage/Shipping	\$ -
		Mileage	\$ 97.50
		Travel	
		Meals/Entertainment	
		Miscellaneous	
Total Consultants	\$ 32,885.00	Total Reimbursables	\$ 597.50

Labor	\$ 47,580.00
Consultants (+5%)	\$ 34,529.25
Reimbursables (+5%)	\$ 627.38
Margin (+5%)	\$ 37.62
Total	\$ 82,774.25



Final Conceptual
Plan

Neighbors Pointe Park
August 21st 2020 1"=50'-0"





ENGINEERING
PLANNING
SURVEYING

☐ P 303.682.1131
☐ F 303.682.1149

☐ info@civilarts.us
☐ www.civilarts.us

☐ 1500 Kansas Avenue, Suite 2-E
☐ Longmont, CO 80501

October 27, 2020

Ms. Lindsey Green, PE
Colorado Civil Group, Inc.
5110 Granite Avenue, Unit D
Loveland, CO 80538

Email: lgreen@ccginc.us

Re: **Neighbors Point Park – Design Mapping**

Dear Lindsey:

CivilArts is pleased to submit the following proposal for providing surveying services in conjunction with the referenced project. Please review this scope of work and feel free to contact me regarding any clarification or revisions that you might require. Our proposal is valid for 30 days.

SCOPE OF WORK / FEE SCHEDULE

Provide surveying services to map the southerly 11 acres of Neighbors Point Park, being parts of Tracts C & D of Neighbors Point Filing No. 1. Our fees for providing these services are itemized below and include the labor, materials, equipment, and other direct costs necessary to complete each phase of the project as proposed. Invoices will be submitted monthly for work completed and are due within 30 days of date of invoice. CivilArts will provide the following services:

1. **Design Mapping**..... \$ 4,885

Provide finished topographic mapping of the southerly part of Neighbors Point Park at an appropriate scale showing contours at 1' intervals. The mapping area includes the park area up to the near flowlines of the curb & gutter along Neighbors Parkway, the street into the school, and Silverleaf Avenue and up to the lot lines along the easterly side of Tract C.

Locate and show all topography, all visible improvements except individual playground equipment, trees and shrubs, all visible surface features of utilities, oil & gas wells and facilities, and underground utility lines as marked on the ground by a utility marking service (see Item 2). Include 2 manholes as shown on project sketch. That part of Tract D (part of school) shown on the project sketch as the clouded area will only include the hard areas and swale.

Mapping will include all visible improvements and surface features such as asphalt, cross pans, sidewalks, curb & gutter, fences, signs, posts, medians, benches, trash cans, etc.; visible surface features of utilities including poles, overhead lines, pedestals, transformers, meters, water valves, fire hydrants, meter pits, curb stops, sewer manholes, inlets and outlets, cleanouts, culverts, etc.; and underground utility lines as determined from surface features and as marked on the ground by a utility marking service. Mapping will identify pipe size and material if visible or known, inverts, and rim elevations.



Neighbors Point Park – Design Mapping

Recover, tie, and show sufficient controlling section corners, subdivision corners, or lot corners to resolve the position of the boundary. Mapping will also include lot lines, rights-of-way lines, adjacent tract lines, and easements, all as shown on the recorded plat of Neighbors Point Filing No. 1.

Horizontal & vertical control will be based on Firestone datum. Deliver a certified Pdf file, hardcopy as required, and an Autocad drawing file.

2. Marking of Underground Utilities \$ 585
Marking of underground utilities will be provided through Primo Utility Locating Services, LLC.

ADDITIONAL SERVICES

Additional services, if any, will be considered extra work, and if authorized, will be completed on a time and materials basis at our standard rates. Our current hourly rates are as follows:

Hourly Rate Schedule

Principal Surveyor	\$ 115	Per Hour
Professional Land Surveyor.....	\$ 102	Per hour
Project Manager.....	\$ 92	Per hour
Survey Technician	\$ 82	Per hour
Cad Technician	\$ 72	Per hour
1-Person Field Crew	\$ 117	Per Hour
Additional Field Personnel.....	\$ 60	Per Hour
Reimbursable Expenses	Cost plus 10%	

If this proposal is acceptable, please indicate so by signing below and return a copy to me. We appreciate this opportunity and please feel free to call me if you have any questions.

Sincerely,

CivilArts

Frank N. Drexel

Frank N. Drexel, PLS
President

P:\CivilArts\20-151\20-151.pro.doc

ACCEPTED:

By:

[Signature]

For Colorado Civil Group, Inc.

Title:

President

Date:

10-27-2020



November 16, 2020

Lindsey Green, P.E.
Colorado Civil Group, Inc.
2204 Hoffman Drive
Loveland, CO 80538

Subject: Proposed Geotechnical Study
Neighbor's Point Park
Frederick, Colorado
Proposal Agreement No. F201109

Dear Ms. Green:

Cesare, Inc. (Cesare) is pleased to submit this proposal to Colorado Civil Group, Inc. (CCG) (Client) for a geotechnical study of the proposed Neighbor's Point Park site in Frederick, Colorado. Cesare understands that the proposed improvements will include numerous elements of which three are apparently considered geotechnically sensitive. These include:

- An all weather soccer field/event area. The field will be covered with synthetic turf, which requires a relatively rigid supporting substrate.
- A group of three picnic table shelters. The foundations for which require resistance to relatively light downward loads and wind related lateral and uplift forces.
- A series of hammocks and slacklines for which their supporting columns require resistance to light lateral loads.

Little change in surface grades is expected, likely limited to about 2 to 3 feet of fill or cut. A cursory review of geologic conditions indicates that geohazards may consist of medium swell potential clays and/or claystone and shallow groundwater.

Cesare proposes to:

- 1) Contact the Utility Notification Center of Colorado (811) to have publicly owned utilities identified and marked prior to performing any drilling or excavation on the property. The Client/Owner is responsible for having the locations of any private utilities or subterranean structures identified and clearly marked prior to Cesare initiating drilling or excavation services.
- 2) Drill three borings in the geotechnically sensitive locations described previously to depths of about 10 to 30 feet below the existing ground surface, or to practical auger refusal, whichever occurs first. This proposal is based on the site being accessible by a standard truck mounted, rubber tired drill rig, equipped with continuous flight, solid stem auger. In the event site access or difficult drilling requires use of a different rig or drilling equipment, additional costs will apply.
- 3) Perform penetration tests on the soil and/or bedrock encountered during drilling to identify them and their layering and obtain samples of them.

- 4) Note the presence of groundwater in the borings during drilling and check for groundwater presence and depth, if encountered, once within 10 days after drilling.
- 5) Backfill the borings with cuttings/spoils obtained from the borings and/or other suitable material, as determined by Cesare, upon completion of the last groundwater level check.
- 6) Conduct laboratory testing to classify and characterize the soil and/or bedrock encountered. Testing may include grain size distribution, plasticity, natural moisture content and density, and soil corrosivity potential.
- 7) Analyze and evaluate the data obtained from field explorations and laboratory testing.
- 8) Present interim data verbally as the field and laboratory study progresses, if requested.
- 9) Summarize the field and laboratory data and present the results of Cesare's evaluation in an engineering report that will include:
 - a) A vicinity plan showing the site's location relative to the surrounding area.
 - b) A site plan showing the site, proposed construction, and locations of borings;
 - c) Summary logs of the borings showing soil and/or bedrock encountered, locations and types of samples obtained, penetration tests results, and groundwater levels, if encountered;
 - d) Laboratory test results in graphical and tabular form;
 - e) Descriptions of existing site conditions and the proposed construction;
 - f) Discussion of geologic hazards and geotechnical concerns, potential mitigation concepts, and recommendations;
 - g) Discussion of foundation support alternatives and design criteria, recommended foundation system(s), including allowable bearing pressures, lateral load criteria, and construction recommendations;
 - h) Synthetic turf support recommendations;
 - i) Recommended compaction criteria for fill and backfill; and
 - j) Surface drainage precautions.
- 10) Submit the geotechnical study report in electronic format (pdf) signed by a professional engineer registered in Colorado upon completion of these services. Printed copies will not be provided unless specifically requested prior to report preparation. Additional fees will apply if printed copies are requested.

Cesare will perform the proposed services for a lump sum fee of \$4,600.

C ADDITIONAL SERVICES

Consultation, engineering, observation, or testing services required or requested after submittal of Cesare's report, either draft or final, will be considered a change in scope. Cesare will revise the scope and fees provided herein accordingly and submit for written authorization prior to performing the revised scope.

The proposed services will require driving a drilling rig over the ground surface. This may cause rutting or damage to the ground surface and existing vegetation. This proposal does not cover the costs for repair of such damage, should it occur. If the Client/Owner requires and requests that such damage be repaired, Cesare will submit a separate proposal for the cost of conducting the requested repair.

Samples collected and subjected to testing, if any, will be disposed of after testing is completed. Samples not subjected to testing, if any, will be disposed of thirty (30) days after submittal of the report for which the samples were collected.

TERMS OF AGREEMENT

Cesare shall perform its services proposed above, subject to these terms of agreement (Agreement), in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions in the location of the project. No warranty or guarantee, either expressed or implied, is made or intended in our proposals, contracts, or reports.

The Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by Cesare and that site and material conditions may vary. The data, tests, observations, interpretations, and recommendations made by Cesare are, therefore, based solely on the information available and obtained by Cesare. Cesare will be responsible for those data, interpretations, and recommendations as indicated above, but shall not be responsible for the interpretations by others of the information developed. Cesare is not responsible for knowledge of previous studies on the subject property unless they are made available to Cesare and their review made part of this Agreement.

In performing services under this Agreement, Cesare shall be entitled to rely upon the accuracy and completeness of reports, plans, specifications, and recommendations prepared by other consultants retained by the Client and Cesare shall not be held liable for any actions, allegations, claims, or damages resulting from errors or omissions as a result of such reliance.

In the event the Client presents a claim against Cesare at law or otherwise, for any alleged error, omission, or other act arising out of the performance of our professional services; and the Client fails to prove such claim upon final adjudication, the Client shall pay all costs incurred by Cesare in defending itself against the claim, including but not limited to personnel-related costs, attorney's fees, court costs, and other claim-related expenses.

INVOICES

Invoices will be submitted monthly and on completion of services and are payable on receipt unless other arrangements have been made. Cesare reserves the right to apply an interest charge of 1.5% per month to unpaid balances commencing thirty (30) days from the date of invoice and/or to cease service on any continuing project where invoices are more than sixty (60) days past due. Attorney's fees and other costs incurred in collecting delinquent amounts shall be paid by the Client.

PROPOSALS

Written technical proposals and engineering/consulting fee estimates are provided on request. Technical proposals and fee estimates are valid for sixty (60) days from the date of the proposal, after which they are subject to review by Cesare. A revised proposal and fee estimate may be submitted.

RIGHT-OF-ENTRY

Client will provide for right-of-entry of Cesare and all necessary equipment to complete the proposed services. While Cesare will take reasonable precautions to minimize damage to the project property, it is understood by Client that in the normal course of work, some damage may occur, and unless otherwise stated in Cesare's scope, the correction of which is not part of this Agreement.

UTILITIES

Cesare will contact 811 prior to conducting onsite studies, as described in the scope of services. Client is responsible for designating/marketing the location of all other onsite utilities or subterranean structures not located by 811 prior to the commencement of Cesare's services. Client agrees to indemnify and hold Cesare and Cesare's subcontractors harmless for damage to any utilities or subterranean structures (irrigation lines, telephone wires, pipes, tanks, etc.) whose locations are not marked or are not clearly marked or are not marked accurately in the field prior to Cesare's arrival onsite.

If there are no private onsite utilities or subterranean structures in the locations where subsurface exploration is planned, Client shall provide Cesare a written declaration that the planned exploration areas are clear of private utilities or subterranean structures.

JOBSITE SAFETY

Neither the professional activities of Cesare, nor the presence of Cesare or its employees, and/or subconsultants at the project site, shall relieve the Owner or Owner's representatives of its obligations, duties, and responsibilities with any health and/or safety precautions required by any regulatory agencies. Cesare and its personnel have no authority to exercise any control over any other contractor, consultant, or their employees in connection with their work or any health and/or safety programs or procedures. The Client agrees that other contractors or consultants shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with other contractors or consultants.

OWNERSHIP OF DOCUMENTS

Unless otherwise agreed in writing, all documents and information prepared by Cesare in connection with the performance of its services, including, but not limited to, Cesare's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data, and other similar documents (collectively "Documents") are and shall remain the property of Cesare. Cesare has the right, in its sole discretion, to dispose of or retain the Documents. The Documents may be used by Client only in connection with completion of the subject project.

Upon receipt of payment in full, Cesare grants to Client a non-exclusive license to use the Documents in constructing, maintaining, or renovating the subject project. Client agrees not to alter the Documents, use the Documents for any other project, or distribute the Documents to any third party. To the maximum extent permitted by law, Client shall defend, indemnify, and hold Cesare harmless against all claims arising out of the unauthorized alteration, distribution, or reuse of Cesare's Documents. Client shall not assign and/or transfer, directly or indirectly, in whole or in part, the Documents to any third party without Cesare's prior review and written consent.

INDEMNIFICATION

The Client expressly agrees to indemnify and save harmless Cesare, its officers, agents, employees, successors, and assigns against any suits, claims, demands, or actions, which are brought against Cesare, its officers, agents, employees, successors, and assigns for or as the result of any injuries or damages received or sustained by any person, firm, or corporation; or persons, firms, or corporations, resulting from the Client's negligent acts, errors, or omissions and those of their contractors, subcontractors, consultants, or anyone for whom the Client is legally liable, and arising from the project that is subject to this Agreement. Cesare is not obligated to indemnify the Client in any manner from the Client's own negligence.

Cesare's services in connection with this Agreement shall in no way subject the Consultant's individual employees, officers, or directors to any personal legal exposure for any services associated with this project.

MEDIATION

In an effort to resolve any conflicts that arise from the services of this Agreement, the Client and Cesare agree that all disputes between them arising out of or relating to this Agreement shall first be submitted to non-binding mediation, unless the parties otherwise mutually agree in writing.

INSURANCE

Cesare has coverage under public liability, property damage, and professional liability insurance policies as Cesare deems to be adequate. Certificates for such policies of insurance shall be provided to Client upon written request.

LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Client agrees to limit Cesare's total aggregate liability to Client and others for all injuries, claims, losses, damages, and expenses (including costs, expenses, attorney fees, and interest) arising out of Cesare's services to the sum of \$50,000 or Cesare's fee for services rendered pursuant to this Agreement, whichever is less. This limitation shall apply, regardless of the nature of the claim made or the cause of action or legal theory pled or asserted.

Further, in the event of a claim, Client agrees that as its sole and exclusive remedy, any claim, demand, or suit shall be brought against Cesare as a corporation only, and not against any of Cesare's individual employees, engineers, agents, officers, directors, or shareholders.

ACCRUAL OF CLAIMS

The parties agree that any claim or cause of action between them, including, but not limited to claims for contribution and indemnity, shall be deemed to have accrued, and the applicable statute of limitations and repose shall commence to run no later than the date of substantial completion of Cesare's services under this Agreement. Substantial completion shall be deemed to occur no later than the date Cesare signs a lien release for payment, or if no lien release is required, when Cesare issues its final invoice for services that Cesare has completed under this Agreement.

WAIVER OF CONSEQUENTIAL DAMAGES

Client and Cesare waive claims against each other for consequential, incidental, indirect, special, exemplary, or punitive damages arising out of Cesare's services. This mutual waiver includes, but is not limited to, claims for loss of use, product, rent, income, profit, financing, business, and reputation; for delay damages of any kind; for lost management and labor productivity; for lost opportunity to complete other projects; and for increased construction and financing costs. This waiver extends, without limitation, to all consequential damages due to either party's termination under this Agreement.

TERMINATION

Either party may terminate this Agreement for convenience and without cause upon giving the other party not less than seven (7) calendar days' written notice. In the event of such termination, the Client shall, within fifteen (15) calendar days, pay Cesare for all services rendered and all reimbursable costs incurred by Cesare up to the date of termination, in accordance with the payment provisions of this Agreement.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement, including Client's failure to pay Cesare's invoices;
- Assignment of this Agreement or transfer of the project by either party to any other entity without the prior written consent of the other party;
- Suspension of the project or Cesare's services by the Client for more than ninety (90) calendar days, consecutive, or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of termination that is not the fault of Cesare, the Client shall pay Cesare, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Cesare in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, and all other expenses directly resulting from the termination.

ASSIGNMENT AND TRANSFER

Neither party may assign and/or transfer, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party.

THIRD PARTY BENEFICIARIES

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

NON-SOLICITATION OF EMPLOYEES

Parties to this Agreement shall not either directly or indirectly solicit or hire the other party's employees during the term of this Agreement.

HAZARDOUS MATERIALS

The term "hazardous materials" means any toxic substances, chemicals, radioactivity, pollutants, or other materials, in whatever form or state, known or suspected to impair the environment or human health in any way whatsoever, including but not limited to those substances defined, designated, or listed in any federal, state, or local law, regulation, or ordinance concerning hazardous wastes, toxic substances, or pollution.

Client agrees to notify Cesare about any known or suspected environmental conditions or hazardous materials that could impact the proposed scope of services. Cesare agrees to notify the Client if Cesare encounters any known or suspected hazardous materials. Should any known or suspected hazardous materials be discovered in the course of the performance of the services under this Agreement, such discovery shall constitute a changed condition. Cesare's scope of services and fee schedule will require amendment prior to proceeding or the Agreement may be terminated. Should the discovery of any known or suspected hazardous material require Cesare to take immediate measures to protect health and safety, Client agrees to compensate Cesare for all costs incidental to taking such measures and for any equipment or replacement required. Client agrees to make any disclosure required by law to appropriate governmental agencies. Furthermore, Client agrees to defend, indemnify, and hold Cesare harmless from any and all liability arising from discovery by anyone of any known or suspected hazardous materials.

SEVERABILITY

Any provision of this Agreement later held to be unenforceable, void, or voidable, in litigation proceedings, shall be stricken and all remaining provisions shall continue in full force and effect.

APPLICABLE LAW

The law of the State of Colorado shall govern the validity of this Agreement, including its interpretation and performance.

ENTIRE AGREEMENT

This document shall be the entire Agreement and shall supersede any other Agreement between Client and Cesare relating to the subject matter thereof. In case of a conflict or inconsistency between this Agreement and any other contract documents, this Agreement shall control. Notwithstanding any other provision in this Agreement, in the event Cesare begins performance of the activities addressed by this Agreement, this Agreement shall be deemed to be in effect and enforceable, regardless of whether either party has signed this Agreement.

Please sign and return this Proposal Agreement to this office. By affixing your signature to this Proposal Agreement, you attest that you have lawful authority to represent and act on behalf of the Client entity. Thank you for considering Cesare for these services.

Sincerely,
CESARE, INC.



K. Craig Vaughn, P.E.
Senior Principal and Director of Business Development

JAC2/ksm

Attachment: Schedule of Fees

Agreed to this 17TH day of NOVEMBER, 2020

Signature



Printed name

DAVID LINHART

Title

PRESIDENT

Representing

COLORADO CIVIL GROUP

Legal property description

Invoicing email address

2204 HOFFMAN DRIVE
LOVELAND CO 80538



SCHEDULE OF FEES ⁽¹⁾

Senior Principal	\$190/hour
Principal	\$170/hour
Senior Consultant.....	\$155/hour
Senior Project Engineer or Senior Project Geologist	\$135/hour
Senior Project Manager.....	\$135/hour
Project Engineer or Project Geologist.....	\$120/hour
Project Manager	\$120/hour
Staff Engineer or Staff Geologist	\$105/hour
Special Inspector.....	\$85/hour
Field Engineer	\$80/hour
Master Technician	\$80/hour
Engineering Technician.....	\$68/hour
Technical Support	\$55/hour
Computerized Drafting.....	\$80/hour
Drone Services.....	Quoted upon request
MIT-SCAN2 (Dowel and Tie Bar) Scanning	Quoted upon request
Foundation Construction Observations (Excavation/Open Hole, Footing, Reinforcing Steel, Perimeter Drain, Void, Dampproofing, Waterproofing)	Quoted upon request
Concrete Maturity Data Loggers	\$70/each
Coring Operations	\$95/hour
Expenses and Outside Services	At cost +13%
Mileage.....	At current Federal rate
Equipment Rental.....	Quoted upon request
Overtime Premium ⁽²⁾	1.35 x rate
Cesare Holiday Rate ⁽³⁾	2.0 x rate
Night Shift Premium (6 PM to 6 AM)	Rate + \$5/hour

⁽¹⁾ Payment is due within thirty (30) days of our invoice date. Cesare reserves the right to apply an interest charge of 1.5% per month to unpaid balances commencing thirty (30) days from the date of invoice and/or to cease service on any project where invoices are more than sixty (60) days past due and/or to not issue final documents for projects where invoices are more than sixty (60) days past due.

⁽²⁾ Overtime Premium applies to hours exceeding 8 hours per day or 40 hours per week charged to a single project, and any hours worked on weekends.

⁽³⁾ Cesare holidays are New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

The above fees are for 2020. Yearly fee increases are typically 3% to 5%; usually determined at year end.

2020 Cesare, Inc. Schedule of Fees 01.21.20

Effective January 1, 2020

Corporate Office: 7108 South Alton Way, Building B • Centennial, CO 80112

Locations: Centennial • Frederick • Silverthorne • Salida/Crested Butte

Phone 303-220-0300 • www.cesareinc.com



November 22, 2020

David Lindsay
Colorado Civil Group, Inc.
2204 Hoffman Drive
Loveland, Co. 80538
970.278.0029

Re: Neighbors Pointe Construction Documents

Dear Dave,

Thank you for giving us this opportunity to provide Landscape Architectural Services for Neighbors Point Park located in Firestone, Colorado. Design Concepts has completed a few projects for the Town of Firestone, and we are familiar with Town staff along with their landscape/irrigation expectations.

Our understanding and project scope includes providing construction document services for this project. We will provide a new irrigation design for this park, basic site grading review, landscape review and provide the specifications for all site furnishings such as shade shelters, benches, picnic tables, exercise stations, native seed mix and planting. As an alternative, we will prepare the design and detail for the synthetic turf play field, putting green and the mountain range interpretive signage per the Final Conceptual Plan dated August 21, 2020.

Fees to prepare a complete and thorough planting plan, irrigation pump design (if determined through investigation) and to perform construction observation services are not included in this proposal but can be provided as needed. All electronic site base information (ACAD) and geotechnical report will be provided by Colorado Civil Group, Inc.

We would like to offer the following proposal for our services:

Basic Services

Phase I: Construction Documents

Based upon your input and the Final Conceptual Plan, we will prepare Construction Documents per the scope of work listed above. The only submittal for this project will be a Bid Set submittal and one review meeting with Town staff to approve selected site furnishings.

We will provide the following services:

- Conduct a site visit to view current irrigation conditions
- Investigate irrigation requirements
- Prepare an irrigation plan with details
- Select and prepare technical specifications of site furnishings and plantings
- Prepare **one** alternative design, details and specifications for the synthetic turf field, putting green and park interpretive signage

- Attend **2 virtual** review meetings to coordinate with the design team during design progress
- Attend **1 review meeting** with Town staff
- Answer contractor's questions per addenda

Additional Services

Services not included in Basic Services listed above, but which may become necessary in the course of the project will be billed as Additional Services on an hourly basis as is in accordance with the attached Schedule of Fees. Such items include additional design meetings, Town submittals, plan changes after bidding, design changes or additional design during construction, testing, and inspection. You will be notified if additional services are required and an estimate will be provided prior to beginning work.

Reimbursable Expenses

Reimbursable items include delivery, printing, and reproduction to be used outside our office and will be billed as part of the lump sum fee for Basic Services.

Fee Proposal

Basic Services

Phase I – Construction Documents	\$ 22,740.00
Reimbursables	\$ <u>75.00</u>
Total	\$ 22,815.00

Billing

Invoicing will be monthly on a percentage-complete basis following the lump sum fee outline above. Payments are due and payable within 30 days from date of invoice.

Insurance

Design Concepts currently carries and will maintain Professional Liability Insurance with a \$2,000,000 limit per claim/\$2,000,000 aggregate; General Liability Insurance with a \$2,000,000 general limit, Auto Liability Insurance with a combined single limit of \$1,000,000 and Workers' Compensation Insurance with a \$1,000,000 limit each for accident and disease. Certificates will be provided upon request.

Again, thank you for this opportunity to be a part of your team. We look forward to working with you.

Please contact me if you would like to further discuss any of our proposed services and fees or need further clarification.

Very Truly Yours,



DESIGN
CONCEPTS

Shanan Weber, PLA, ASLA
Principal
shanan@dcla.net Cell- 720.273.3882

Schedule of Fees

Landscape Architectural Services



January, 2020

The following schedule of fees is used by Design Concepts for billing purposes. These fees are in effect for all services rendered unless other terms have been negotiated.

Landscape Architecture + Design Fees

Principal Landscape Architect	\$185.00/hour
Senior Project Manager	\$130.00/hour
Project Manager	\$115.00/hour
Designer/Graphic Designer	\$105.00/hour
Administrative Staff	\$80.00/hour
Intern	\$55.00/hour

Transportation Expenses

Mileage	\$0.58/mile
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Reimbursement Costs

Postage, Shipping, Couriers	at cost
Prints, Reproductions, Scanning	at cost
Direct Expenses	at cost

Outside Consultants

Any consultants required to perform the work are charged at cost plus a 10% administrative fee.

Terms

Payment for services rendered is billed monthly on the fifth day or at the termination of the project. Payment is due within 15 days of billing date. Any portion of a billing not paid within 30 days of the billing date shall be considered delinquent and shall bear a delinquency charge of one and a half percent (1.5%) per month (annual percentage rate 18%) on the unpaid balance. Rates subject to change without notice.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.i

Discussion/Action

Meeting Date: December 9, 2020

Initiated By: Raelynn Ferrera

Dept: Administration

AGENDA TITLE

Resolution 20-124: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CHANGE ORDER TO THE CONSTRUCTION AGREEMENT WITH FRANSEN PITTMAN CONSTRUCTION CO., REGARDING THE TOWN HALL PROJECT

SUMMARY

Over the past several months, the Town has struggled to hold efficient Board meetings due to the circumstances caused by the pandemic. Town staff has made several minor adjustments to address the Board of Trustees' needs.

This Change Order will allow Town staff to work with Halcyon Design and Fransen Pittman to remedy the Municipal Court and Board of Trustees Meeting Room Dais functional issues arising from the pandemic. Ultimately, all Board members will be seated at the Dais with proper spacing and audio needs for recording.

Fransen Pittman General Contractors was selected for the Town Hall Project that is being constructed next to the Municipal Court and Board of Trustees Room located in the Police and Municipal Building. The Town Hall project's proximity and Fransen Pittman's municipal project experience allow quick mobilization and minimization of costs.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approve Resolution authorizing execution of the said agreement and authorizing Staff to expend funds.

ALTERNATIVES

ATTACHMENTS

1. Fransen Pittman Change Order Dais RESO
2. 20-1202 FSPD_Court Room Dias Remodel

FINANCIAL CONSIDERATIONS

General Conditions	\$15,547.00
Demolition & Sitework	\$13,900.00
Carpentry	\$68,248.00
Finishes	\$14,600.00
Electrical	\$20,792.00
Other – Overhead, Profit, and	
Contingency	\$12,719.00
Owner Contingency	\$10,000.00
TOTAL	\$155,806.00

RESOLUTION NO. 20-124

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING A CHANGE ORDER TO THE CONSTRUCTION
AGREEMENT WITH FRANSEN PITTMAN CONSTRUCTION CO., FOR THE
CONSTRUCTION OF TOWN HALL PROJECT**

WHEREAS, by Resolution No. 20-92 the Town of Firestone (“Town”) entered into a Construction Services Agreement with Fransen Pittman Construction Co, for the Town Hall Construction Project (“Project”); and

WHEREAS, it is now necessary that Fransen Pittman Construction Co, perform additional construction work for the court and Board room Dais to accommodate pandemic circumstances; and

WHEREAS, in accordance with the parties Agreement performance of the additional work requires that the Board of Trustees approve a Change Order.

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

Change Order of the Town Hall Construction Services Agreement between the Town of Firestone and Fransen Pittman Construction Co, 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 Change Order on behalf of the Town.

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

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney



Firestone Police Department - Courtroom

Estimate

ESTIMATE DATE: 12/04/20
 BUILDING AREA IN SQ FT: 898
 DRAWINGS PREPARED BY: Halcyon Design L
 DRAWINGS ARE DATED: 12/1/2020

DIV NO	DIVISION RECAP	DIVISION TOTAL	\$ PER S.F.	% OF TTL
1	General Conditions	15,547	\$17.31	10.7%
2	Demolition & Sitework	13,900	\$15.48	9.5%
3	Concrete	0	\$0.00	0.0%
4	Masonry	0	\$0.00	0.0%
5	Metals	0	\$0.00	0.0%
6	Carpentry	68,248	\$76.00	46.8%
7	Moisture Protection	0	\$0.00	0.0%
8	Doors, Windows & Glass	0	\$0.00	0.0%
9	Finishes	14,600	\$16.26	10.0%
10	Specialties	0	\$0.00	0.0%
11	Equipment	0	\$0.00	0.0%
12	Furnishings	0	\$0.00	0.0%
13	Special Construction	0	\$0.00	0.0%
14	Conveying Systems	0	\$0.00	0.0%
15	Mechanical	0	\$0.00	0.0%
16	Electrical	20,792	\$23.15	14.3%
DIRECT COST		133,087	\$148.20	91.3%
	State & Local Tax 0.00%	0	\$0.00	0.0%
	Use Tax EXCLUDED	0	\$0.00	0.0%
	Permit & Plan Review Fee EXCLUDED	0	\$0.00	0.0%
	Overhead & Profit 5.0%	6,654	\$7.41	4.6%
	Construction Contingency 3.55%	5,000	\$5.57	3.4%
	Performance & Payment Bonds LS	1,065	\$1.19	0.7%
TOTAL COST		\$145,806	\$162.37	100.0%

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.i

Discussion/Action

Meeting Date: December 9, 2020

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Coffee with Trustees Discussion

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.k

Discussion/Action

Meeting Date: December 9, 2020

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Broadband Initiative - ALLO Direction

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS

Name	Total Paid
Total 4 RIVERS EQUIPMENT, LLC:	3,061.69
Total A-1 NATURAL ARBOR CARE:	39,000.00
Total ABS CONCRETE INC:	10,200.00
Total ACC MOUNTAIN WEST:	97,834.99
Total ACE HARDWARE OF FIRESTONE:	491.67
Total ADAMSON POLICE PRODUCTS:	857.01
Total AGFINITY-MEAD:	380.00
Total AIMS JUNIOR COLLEGE DISTRICT:	294.16
Total AIRGAS INC:	34.94
Total ALAN PLUMMER AND ASSOCIATES, INC:	49,036.50
Total ALBERTSONS/SAFEWAY, INC.:	25.78
Total AMAZON:	2,886.88
Total AMERICAN CONSERVATION & BILLING SOLUTION:	7,850.00
Total ANTHEM BLUE CROSS AND BLUE SHIELD:	96,304.49
Total APEX SHREDDING, INC.:	205.00
Total ARC ABATEMENT INC:	49,845.00
Total ASCEND PROJECT MGMT & STORMWATER SVC INC:	13,472.50
Total ASPHALT SPECIALTIES-HENDERSON:	743.06
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total B K TIRE, INC:	7,685.10
Total BACKFLOW CONSULTING & TRAINING:	2,400.00
Total BAREFOOT RESIDENTIAL LLC:	216.21
Total BENEFIT TECHNOLOGY RESOURCES, LLC:	200.00
Total BINFORD SUPPLY LLC:	2,727.61
Total BOBCAT OF THE ROCKIES:	372.57
Total BUDGET CONFERENCING:	125.23
Total C & W TRUCK AND TRAILER, LLC:	6,900.00
Total CalAtlantic Group:	127.47
Total CARBON VALLEY RECREATION DISTRICT:	66.50
Total CARBON VALLEY RECREATION DISTRICT-FURA:	23,334.70
Total CASELLE, INC.:	3,455.00
Total CENTRAL COLORADO WATER CONSV DSTR (FURA):	108.95
Total CENTRAL COLORADO WATER SUBDISTRICT (FURA):	193.07
Total CENTRAL WELD COUNTY WATER DISTRICT:	596.32
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	97,903.08
Total CENTRAL WELD COUNTY WATER DISTRICT-TAPS:	131,300.00
Total CENTURY LINK:	665.81
Total CINTAS FIRST AID & SAFETY:	360.78
Total CIRSA:	1,000.00

Name	Total Paid
Total CIVILARTS, INC:	1,283.40
Total COALRIDGE ANIMAL HOSPITAL, INC:	399.79
Total COLORADO CIVIL GROUP INC.:	36,491.50
Total COLORADO DEPARTMENT OF AGRICULTURE:	50.00
Total COLORADO DEPT OF REVENUE (MTR VEH):	210.00
Total COLORADO DEPT.OF PUBLIC HEALTH & ENVIRON:	175.00
Total COLORADO MATERIALS, INC:	1,829.68
Total COLORADO STATE TREASURER:	4,969.76
Total COLORADO TIRE RECYCLING, LLC:	1,345.75
Total COMCAST - PD:	2,017.45
Total COMCAST CABLE -0310188 - SEATTLE:	424.71
Total COMCAST-PHILADELPHIA:	294.97
Total COTTONWOOD HOLLOW COMMERCIAL METRO DISTR:	239,909.59
Total Cottonwood Hollow Residential Metro Dist:	205,078.98
Total DANA KEPNER COMPANY, INC.:	20,818.57
Total DBC IRRIGATION SUPPLY:	24,713.49
Total DELTA DENTAL OF COLORADO, INC:	6,476.14
Total DESIGN CONCEPTS CLA, INC:	621.00
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	1,776.78
Total EMPLOYERS COUNCIL SERVICES, INC:	205.00
Total ENVIROTECH SERVICES, INC.:	9,112.22
Total Escrow Deposit Refunds:	2,600.00
Total FACTORY MOTOR PARTS CO.:	290.85
Total FASTENAL COMPANY:	177.50
Total FIDELITY NATIONAL TITLE - S DENVER:	362.55
Total FIDELITY NATIONAL TITLE-LONGMONT:	9.58
Total FILMTEC CORPORATION:	38,790.60
Total FIRST AMERICAN TITLE INSURANCE COMPANY-E:	186.08
Total FIRST INTEGRITY TITLE COMPANY:	37.02
Total FIRSTBANK:	19,550.35
Total FORD MOTOR CREDIT COMPANY, LLC:	37,434.97
Total FRED DIEHL CONSULTING:	1,325.00
Total FREDERICK-FIRESTONE FIRE-FURA:	77,529.47
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	287.00
Total FRONT RANGE PORTABLE RESTROOMS, LLC:	1,090.00
Total FRONTIER BUSINESS PRODUCTS:	2,798.53
Total FRONTIER COMMUNICATIONS CORP (LEASE):	1,371.42
Total FUZION FIELD SERVICES LLC:	435.00
Total GOLF & SPORT SOLUTIONS:	4,907.51

Name	Total Paid
Total GOVERNMENTJOBS.COM, INC:	3,646.05
Total GRAINGER:	1,113.33
Total GRAVES CONSULTING LLC:	250.00
Total GREEN GIRL RECYCLING SERVICES:	307.50
Total GREEN MILL SPORTSMAN'S CLUB, INC:	450.00
Total GROUND ENGINEERING CONSULTANTS, INC:	1,885.00
Total HACH COMPANY:	602.66
Total HALCYON DESIGN LLC:	10,528.00
Total HARRELL'S INC:	10,139.20
Total HERITAGE TITLE - TUFTS:	88.73
Total High Plains Library District - FURA:	17,367.58
Total HIGHWAY 119 METRO DISTRICT #2:	28,906.68
Total HOME DEPOT CREDIT SERVICES:	760.02
Total HYDRANT METER REFUNDS:	3,176.18
Total IAP PRODUCTION INC:	86.80
Total INTEGRATED WATER SERVICES, INC:	629,384.82
Total INTERSTATE BATTERY OF THE ROCKIES:	261.91
Total INTERSTATE FORD:	337.38
Total KATHLEEN A. OATIS:	1,250.00
Total KB HOME COLORADO INC:	39.47
Total KENZ & LESLIE DISTRIBUTING CO.:	104.40
Total KG CLEAN, INC:	6,156.78
Total KIMBALL MIDWEST:	238.26
Total KING CHEVROLET BUICK GMC:	85.90
Total KINSCO, LLC:	1,024.79
Total KISSINGER & FELLMAN P.C.:	984.00
Total L G EVERIST INC:	1,656.07
Total LAND TITLE (CSPR):	.00
Total LAND TITLE-DENVER-2:	137.50
Total LAST CHANCE DITCH COMPANY:	364.00
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	9,087.62
Total LAYNE CHRISTENSEN COMPANY:	42,436.84
Total LEONARD RICE ENGINEERS, INC:	24,362.37
Total LIFE SAFETY TECHNOLOGIES LLC:	534.00
Total LITTLE THOMPSON WATER DISTRICT:	2,087.58
Total LONGMONT HUMANE SOCIETY:	1,116.00
Total LONGMONT OUTDOOR POWER EQUIPMENT:	389.96
Total MAC EQUIPMENT INC LONGMONT:	2,043.51
Total MAIN STREET MAT COMPANY, INC:	373.16

Name	Total Paid
Total MATCO TOOLS:	87.00
Total MCDONALD FARMS ENTERPRISES, INC:	12,456.43
Total MCGEE COMPANY:	198.80
Total MCGRANE WATER ENGINEERING, LLC:	20,393.00
Total MCI:	54.06
Total MILE HIGH SHOOTING ACCESSORIES LLC:	1,322.33
Total MINDSHARE HDV, LLC:	5,200.00
Total MISC VENDOR:	3,661.49
Total MTECH MECHANICAL TECHNOLOGIES GROUP:	2,748.75
Total MURRAY DAHL BEERY & RENAUD LLC:	2,475.78
Total NEIGHBORS POINT METRO DISTRICT:	346.48
Total NEW IPT INC:	49,206.25
Total Northern Colorado Water Cons. Dist.-FURA:	5,398.69
Total NORTHERN LIGHTS EXTERIORS:	2,777.25
Total NP125 Metropolitan District - FURA:	3,225.31
Total OFFICE DEPOT INC:	761.21
Total O'REILLY AUTO PARTS:	699.23
Total ORKIN PEST CONTROL, INC:	516.66
Total PAUL D. BASSO:	1,000.00
Total PCS MOBILE:	2,380.90
Total PINNACOL ASSURANCE:	466.97
Total PLAYPOWER LT FARMINGTON, INC:	1,179.00
Total PUREWATER DYNAMICS, INC:	504.10
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	100.00
Total REDNECK TRAILER SUPPLY:	1,334.93
Total RENNER SPORTS SURFACES:	32,166.00
Total RESTITUTION / COURT REFUNDS:	700.00
Total RICHMOND AMERICAN HOMES:	95.63
Total RIPTIDE CAR & PET WASH:	768.00
Total ROCKY MOUNTAIN AWARD & TROPHY:	11.00
Total ROSA LUCAS:	125.00
Total RPS PLAN ADMINISTRATORS/24 HOUR FLEX:	356.25
Total SAFE BUILT COLORADO INC:	54,339.94
Total SAFELITE FULFILLMENT, INC:	349.97
Total SHERWIN WILLIAMS CO.:	928.83
Total SIMPLIFILE:	275.00
Total ST VRAIN SANITATION DISTRICT:	90.00
Total ST VRAIN VALLEY SCHOOL DIST RE-1J:	174,295.65
Total St. Vrain & Left Hand Water Conservancy:	137.33

Name	Total Paid
Total ST. VRAIN LAKES METRO DISTRICT #1 - FURA:	44,929.45
Total ST. VRAIN LAKES METRO DISTRICT #2 - FURA:	2,364.67
Total ST. VRAIN LAKES METRO DISTRICT #3 - FURA:	14,381.65
Total ST. VRAIN LAKES METRO DISTRICT #4 - FURA:	8,639.17
Total St. Vrain Sanitation District - FURA:	2,545.68
Total STEVE BALCEROVICH:	1,250.00
Total SUNRISE ENVIROMENTAL SCIENTIFIC:	220.11
Total TIMBERLAN, INC:	19,648.50
Total TRACTOR SUPPLY COMPANY:	260.94
Total TRAFFIC LOGIX CORPORATION:	1,600.00
Total TRAFFIC SIGNAL CONTROLS, INC:	66.00
Total TRANSWEST TRUCK TRAILER RV:	6.50
Total TRIDENT SECURITY SYSTEMS INC:	150.00
Total TRIGGER TIME GUN CLUB, LLC:	1,106.12
Total TRI-TECH FORENSICS INC:	247.00
Total UME CUSTOM EMBROIDERY:	2,716.86
Total UNIFIED TITLE COMPANY - DENVER:	1.22
Total UNITED POWER:	8,075.94
Total UNITED POWER-BRIGHTON:	272,254.96
Total UNITED TACTICAL SYSTEMS, LLC:	2,387.00
Total UNIVERSITY AUTO PARTS, INC:	433.91
Total UTILITY REFUNDS -1:	135.10
Total VANCE BROTHERS INC:	462.00
Total VANGUARD REAL ESTATE SOLUTIONS, LLC:	5,118.18
Total VARRA COMPANIES:	137.41
Total Verizon Connect NWF INC:	64.76
Total VERIZON WIRELESS:	5,604.32
Total VISION SERVICE PLAN - VSP:	1,195.89
Total WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ:	11,089.87
Total WAGNER WELDING SUPPLY CO.:	25.20
Total WASTE CONNECTIONS OF COLORADO INC:	317.65
Total WELD COUNTY ACCOUNTING DEPT.-FURA:	40,592.76
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	739.50
Total WELD COUNTY REGIONAL COMMUNICATIONS CNTR:	.00
Total WELD COUNTY SCHOOL DIST RE-1 (FURA):	164.85
Total WENCK ASSOCIATES INC:	48,784.52
Total WESTERN PAPER DISTRIBUTORS INC:	168.73
Total WEX BANK:	8,769.53
Total WILLIAMSON & HAYASHI, LLC:	12,302.96

Name	Total Paid
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	180.00
Total WROBOTRONIC ENTERTAINMENT:	550.00
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	1,909.81
Grand Totals:	3,109,345.27

Hours/Units/Types Summary

PC	Title	Hours	Net Type	Amount	Info Type	Amount
1-00	Regular Pay	13,621.55	Direct Deposit Net	595,421.50	Informational	0.00
2-00	Overtime Pay	228.25	Net	5,660.24	Fringe Benefits	14.40
3-00	Paid Time Off & EIB	2,515.11	3rd Party Pay Net	0.00		
5-00	Call Outs	11.00				
7-00	Holiday, Holiday Worked	56.50				
8-10	PD Grant/Contracts	20.00				
8-00	Miscellaneous Pay	10.00				
8-21	NON WORK- COVID19	33.00				
8-22	EPSL-Emergency Pd Sick	160.25				
8-24	WORKING - COVID 19	345.95				
9-01	Comp Time Earned	23.50				
9-02	Comp Time Used	11.75				
Grand Totals:		17,036.86		601,081.74		14.40

Pay Code Totals - Employee

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
1-01	Regular Pay	723,525.27	8-16	Employee Bonus	0.00	61-02	HSA7100	-5,102.66
1-03	Mayor/Trustee	2,150.00	8-20	Retro Pay (non-FPPA)	0.00	61-10	FSA- Dependent Care	-953.32
1-04	Temporary	1,456.00	8-21	NON WORK - COVID 19	776.60	61-11	FSA- Limited Purpose	-206.66
2-00	Overtime	11,439.48	8-22	EPSL-Emergency Pd Sick Lv	4,028.10	61-12	FSA - Medical	-1,738.86
3-01	PTO	64,092.03	8-24	WORKING - COVID 19	8,150.21	62-00	Dental Insurance	-921.21
3-05	PTO Payout	0.00	9-02	Comp Time	301.63	63-00	Vision	-318.00
3-10	Contract PTO	0.00	19-00	3rd Party Pay	7,513.98	64-01	Voluntary/Ad Life	-952.00
4-00	EIB	5,088.37	21-00	Cell Phone Stipend	225.00	64-03	Child Life	-40.00
5-01	Call Outs	166.61	30-01	Gift Card	0.00	64-04	Spouse Life	-302.90
5-02	PD Call Outs	198.83	30-04	Life Ins > 50k	14.40	64-99	Accident Insurance	-705.86
7-01	Holiday	1,964.13	40-00	401k - PERA	-478.26	70-01	Misc Deduction	0.00
7-02	Holiday Work SW	0.00	50-01	FPPA 457	-1,596.80	70-02	Child Support	-1,709.78
7-03	Holiday Work NSW	0.00	50-02	FPPA PD Pension	-31,759.43	70-03	Garnishment	-986.92
8-01	Misc Pay	-183.69	50-03	FPPA ROTH	-904.11	70-04	Equipment	-1,112.03
8-02	Retro Pay	0.00	51-01	PERA	-43,114.62	74-00	Soc Sec	-858.01
8-04	Bereavement	0.00	51-02	PERA+457	-1,070.34	75-00	Medicare	-11,524.34
8-06	Snow Day	0.00	51-03	PERA Life	-77.50	76-00	FWT	-74,647.24
8-07	LTD Reimb	0.00	52-01	ICMA 401a	-375.00	77-00	SWT	-27,210.00
8-08	Pd Admin Leave	0.00	52-02	ICMA 457b-Pre	-1,344.30	79-00	3rd Party Medicare	-108.97
8-10	PD Grant	1,175.15	52-04	ICMA 457b-Post	-576.93	85-00	Net Pay - check	1,744.77
8-12	Jury Duty	245.10	60-00	Health Insurance	-18,347.29	86-00	Dir Deposit	595,421.50
8-13	Military Leave	0.00	61-01	HSA3550	-2,210.82	89-00	3rd Party Net	-7,405.01

Pay Code Totals - Employer

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
50-02	FPPA - Polic	23,097.58	61-01	HSA3550	1,100.00	91-00	Long Term Disability	2,001.63
51-01	PERA	72,026.84	61-02	HSA7100	3,100.00	92-00	Short Term Disability	1,998.76
51-04	PERA AED/SAED	747.12	62-00	Dental Insurance	5,554.94	93-00	Police Pension	8,084.23
52-01	ICMA 401a	0.00	63-00	Vision Insurance	864.37	94-00	Basic Life & AD&D	1,157.48
52-02	ICMA 457b	2,423.07	74-00	Social Security	858.01	95-01	Employee Asst Plan	599.84
60-00	Health Insurance	78,471.52	75-00	Medicare	11,633.31	98-00	State Unemployment	2,467.30

Name	Total Paid
Total 4 RIVERS EQUIPMENT, LLC:	59.96
Total ABS CONCRETE INC:	4,752.00
Total ACC MOUNTAIN WEST:	168,064.87
Total ACE HARDWARE OF FIRESTONE:	484.47
Total ACUITY, LLC:	15,369.50
Total ADAMSON POLICE PRODUCTS:	2,996.75
Total ADVANTAGE MEDICAL COMPANY:	497.50
Total AIRGAS INC:	35.88
Total ALAN PLUMMER AND ASSOCIATES, INC:	67,460.52
Total ALL COPY PRODUCTS, INC:	916.35
Total AMAZON:	4,417.73
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total ANTHEM BLUE CROSS AND BLUE SHIELD:	95,047.43
Total ASCEND PROJECT MGMT & STORMWATER SVC INC:	15,257.50
Total ASPHALT SPECIALTIES CO., INC.:	713.38
Total B K TIRE, INC:	4,850.39
Total BAREFOOT RESIDENTIAL LLC:	202.92
Total BECKER SAFETY AND SUPPLY:	1,297.00
Total BENEFIT TECHNOLOGY RESOURCES, LLC:	200.00
Total BINFORD SUPPLY LLC:	17.79
Total Black Hills Energy:	1,170.84
Total CalAtlantic Group:	113.71
Total CASELLE, INC.:	3,455.00
Total CENTRAL WELD COUNTY WATER DISTRICT:	21.32
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	75,026.19
Total CENTRAL WELD COUNTY WATER DISTRICT-TAPS:	196,000.00
Total CENTURY LINK:	665.68
Total CERTIFIED LABORATORIES:	664.65
Total CHASE'N'SMOKE BBQ LLC:	225.00
Total CIGNA HEALTH & LIFE INSURANCE CO:	30,289.00
Total CINTAS FIRST AID & SAFETY:	353.67
Total CIVILARTS, INC:	2,306.00
Total COALRIDGE ANIMAL HOSPITAL, INC:	74.69
Total COLORADO CIVIL GROUP INC.:	39,994.00
Total COLORADO DEPT.OF PUBLIC HEALTH & ENVIRON:	865.00
Total COLORADO MATERIALS, INC:	2,363.31
Total COLORADO MUNICIPAL LEAGUE:	1,695.00
Total COMCAST - PD:	2,017.93
Total COMCAST CABLE -0310188 - SEATTLE:	424.71

Name	Total Paid
Total COMCAST-PHILADELPHIA:	295.21
Total DANA KEPNER COMPANY, INC.:	1,107.96
Total DBC IRRIGATION SUPPLY:	38,671.87
Total DELTA DENTAL OF COLORADO, INC:	6,407.06
Total DESIGN CONCEPTS CLA, INC:	5,808.96
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	39.17
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	22,850.19
Total ENVIROTECH SERVICES, INC.:	14,197.27
Total ESPRESSO YOURSELF PHOTOGRAPHY:	500.00
Total FACTORY MOTOR PARTS CO.:	215.74
Total FASTENAL COMPANY:	446.72
Total FIDELITY NATIONAL TITLE-LONGMONT:	38.69
Total FIRST AMERICAN TITLE CO:	46.43
Total FIRST AMERICAN TITLE INSURANCE COMPANY-E:	40.95
Total FIRST INTEGRITY TITLE COMPANY:	53.04
Total FIRSTBANK:	14,593.99
Total FLEXX PRODUCTIONS LLC:	1,453.31
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	51.25
Total FRONT RANGE PROMOTIONS:	300.00
Total FRONTIER COMMUNICATIONS CORP (LEASE):	794.43
Total FUZION FIELD SERVICES LLC:	287.00
Total G & G EQUIPMENT INC:	375.89
Total GRAINGER:	3,045.65
Total GREEN GIRL RECYCLING SERVICES:	232.00
Total GUARDIAN TITLE-DENVER:	70.81
Total HACH COMPANY:	211.35
Total HARDLINE EQUIPMENT LLC:	2,131.00
Total HERITAGE TITLE-DENVER:	93.13
Total HOME DEPOT CREDIT SERVICES:	1,293.17
Total HYDRANT METER REFUNDS:	3,792.73
Total INTERSTATE BATTERY OF THE ROCKIES:	527.80
Total INTERSTATE FORD:	4,570.22
Total INTERSTATE RENTAL & SALES INC:	280.00
Total KATHLEEN A. OATIS:	1,250.00
Total KB HOME COLORADO INC:	85.22
Total KG CLEAN, INC:	9,313.56
Total KIMBALL MIDWEST:	290.36
Total KINSCO, LLC:	20.00
Total KISSINGER & FELLMAN P.C.:	688.50

Name	Total Paid
Total L G EVERIST INC:	403.00
Total L.A.W.S.:	966.50
Total LAND TITLE (CSPR):	.00
Total LAND TITLE-DENVER-2:	37.32
Total LAND TITLE-LONGMONT:	39.45
Total LAST CHANCE DITCH COMPANY:	3,936.05
Total LIFE SAFETY TECHNOLOGIES LLC:	135.00
Total LIFE STORIES:	250.00
Total LONGMONT HUMANE SOCIETY:	1,116.00
Total LONGMONT OUTDOOR POWER EQUIPMENT:	119.99
Total MAC EQUIPMENT INC LONGMONT:	206.79
Total MAIN STREET MAT COMPANY, INC:	186.58
Total MATCO TOOLS:	113.35
Total MCDONALD FARMS ENTERPRISES, INC:	5,299.66
Total MCGRANE WATER ENGINEERING, LLC:	6,127.04
Total MCI:	54.32
Total MISC VENDOR:	5,006.23
Total MORGAN STANLEY SMITH BARNEY LLC:	2,541.94
Total MUTUAL OF OMAHA INSURANCE CO:	7,349.26
Total NCSI:	28.50
Total NEW IPT INC:	25,756.25
Total OFFICE DEPOT INC:	564.41
Total O'REILLY AUTO PARTS:	1,835.93
Total OVERHEAD DOOR COMPANY OF DENVER:	380.00
Total PAUL D. BASSO:	1,000.00
Total PITNEY BOWES PURCHASE POWER:	1,005.00
Total PRAIRIE MOUNTAIN PUBLISHING:	302.42
Total PRE ACTION FIRE, INC:	300.00
Total PUREWATER DYNAMICS, INC:	643.11
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	100.00
Total REDEMPTION ROAD COFFEE:	250.00
Total REDNECK TRAILER SUPPLY:	230.54
Total RENNER SPORTS SURFACES:	14,967.00
Total RIPTIDE CAR & PET WASH:	294.75
Total ROSA LUCAS:	75.00
Total RUBBEROSION INC:	1,451.88
Total RURAL DITCH COMPANY:	3,272.53
Total SAFE BUILT COLORADO INC:	50,590.00
Total SAFETY AND CONSTRUCTION SUPPLY INC:	5,280.00

Name	Total Paid
Total SIMPLIFILE:	125.00
Total SNAP ON INDUSTRIAL:	629.61
Total SPROUT SOCIAL INC:	3,600.00
Total STEELOCK GENERAL FENCE CONTRACTOR:	2,125.00
Total STEVE BALCEROVICH:	1,250.00
Total Sturgeon Electric Company:	11,557.04
Total SUNBELT RENTALS INC:	326.48
Total THOMSON REUTERS-WEST:	154.35
Total TIMBERLAN, INC:	19,691.00
Total TOMMY BOY MINI DONUTS LLC:	300.00
Total TRACTOR SUPPLY COMPANY:	758.31
Total TRAFFIC SIGNAL CONTROLS, INC:	160.00
Total TRANSWEST TRUCK TRAILER RV:	1,711.80
Total TRI STATE OIL RECLAIMERS, INC:	100.00
Total ULTIMATE OUTDOOR ENTERTAINMENT LLC:	750.00
Total UME CUSTOM EMBROIDERY:	193.53
Total UNITED POWER:	14,250.17
Total UNIVERSITY AUTO PARTS, INC:	911.49
Total UTILITY REFUNDS -1:	644.06
Total VALLI INFORMATION SYSTEMS:	2,551.08
Total VANCE BROTHERS INC:	766.80
Total Verizon Connect NWF INC:	304.71
Total VERIZON WIRELESS:	5,403.52
Total VISION SERVICE PLAN - VSP:	1,182.37
Total WAGNER WELDING SUPPLY CO.:	26.04
Total WASTE CONNECTIONS OF COLORADO INC:	317.65
Total WEAR PARTS & EQUIP CO., INC:	6,268.80
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	843.50
Total WENCK ASSOCIATES INC:	45,986.85
Total WESTERN PAPER DISTRIBUTORS INC:	575.08
Total WEX BANK:	9,888.05
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	399.97
Total WICKHAM TRACTOR CO, Inc:	3,942.08
Total WILLIAMSON & HAYASHI, LLC:	23,365.50
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	36.00
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	1,966.71
Grand Totals:	1,182,316.62

Hours/Units/Types Summary

PC	Title	Hours	Net Type	Amount	Info Type	Amount
1-00	Regular Pay	7,815.95	Direct Deposit Net	392,280.25	Informational	0.00
2-00	Overtime Pay	193.00	Net	463.45	Fringe Benefits	9.60
3-00	Paid Time Off & EIB	1,279.20	3rd Party Pay Net	12,442.92		
5-00	Call Outs	12.00				
7-00	Holiday, Holiday Worked	1,029.25				
8-10	PD Grant/Contracts	31.00				
8-00	Miscellaneous Pay	40.00				
8-21	NON WORK- COVID19	623.25				
8-22	EPSL-Emergency Pd Sick	345.50				
8-24	WORKING - COVID 19	0.00				
9-01	Comp Time Earned	162.90				
9-02	Comp Time Used	73.00				
Grand Totals:		<u>11,605.05</u>		<u>405,186.62</u>		<u>9.60</u>

Pay Code Totals - Employee

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
1-01	Regular Pay	226,960.37	8-20	Retro Pay (non-FPPA)	0.00	61-02	HSA7100	-5,102.66
1-03	Mayor/Trustee	2,150.00	8-21	NON WORK - COVID 19	15,592.34	61-10	FSA- Dependent Care	-953.32
1-04	Temporary	1,876.00	8-22	EPSL-Emergency Pd Sick Lv	6,276.23	61-11	FSA- Limited Purpose	-206.66
2-00	Overtime	9,117.08	8-23	EFML-Exp Fam Med Lv	500.00	61-12	FSA - Medical	-1,738.86
3-01	PTO	31,667.26	8-24	WORKING - COVID 19	3,783.89	62-00	Dental Insurance	-921.21
3-05	PTO Payout	0.00	9-02	Comp Time	957.97	63-00	Vision	-316.00
3-10	Contract PTO	0.00	19-00	3rd Party Pay	12,626.00	64-01	Voluntary/Ad Life	-952.00
4-00	EIB	111.15	21-00	Cell Phone Stipend	225.00	64-03	Child Life	-40.00
5-01	Call Outs	176.74	30-01	Gift Card	0.00	64-04	Spouse Life	-302.90
5-02	PD Call Outs	217.47	30-04	Life Ins > 50k	9.60	64-99	Accident Insurance	-696.62
7-01	Holiday	20,313.16	40-00	401k - PERA	-318.84	70-01	Misc Deduction	0.00
7-02	Holiday Work SW	10,701.52	50-01	FPPA 457	-1,162.25	70-02	Child Support	-837.50
7-03	Holiday Work NSW	0.00	50-02	FPPA PD Pension	-20,842.52	70-03	Garnishment	-659.56
8-01	Misc Pay	-122.46	50-03	FPPA ROTH	-402.61	70-04	Equipment	-794.91
8-02	Retro Pay	0.00	51-01	PERA	-28,338.88	74-00	Soc Sec	0.00
8-04	Bereavement	1,128.40	51-02	PERA+457	-706.72	75-00	Medicare	-7,607.39
8-06	Snow Day	0.00	51-03	PERA Life	-77.50	76-00	FWT	-48,974.76
8-07	LTD Reimb	0.00	52-01	ICMA 401a	-250.00	77-00	SWT	-17,876.00
8-08	Pd Admin Leave	0.00	52-02	ICMA 457b-Pre	-896.20	79-00	3rd Party Medicare	-183.08
8-10	PD Grant	1,591.14	52-04	ICMA 457b-Post	-384.62	85-00	Net Pay - check	463.45
8-12	Jury Duty	0.00	60-00	Health Insurance	-18,158.26	86-00	Dir Deposit	392,280.25
8-13	Military Leave	0.00	61-01	HSA3550	-2,310.82	89-00	3rd Party Net	-12,442.92
8-16	Employee Bonus	0.00						

Pay Code Totals - Employer

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
50-02	FPPA - Polic	15,158.10	61-01	HSA3550	1,150.00	91-00	Long Term Disability	1,985.48
51-01	PERA	47,342.61	61-02	HSA7100	3,100.00	92-00	Short Term Disability	1,981.99
51-04	PERA AED/SAED	498.08	62-00	Dental Insurance	5,554.94	93-00	Police Pension	5,305.34
52-01	ICMA 401a	0.00	63-00	Vision Insurance	857.92	94-00	Basic Life & AD&D	1,150.48
52-02	ICMA 457b	1,615.38	74-00	Social Security	0.00	95-01	Employee Asst Plan	593.32
60-00	Health Insurance	78,417.18	75-00	Medicare	7,790.46	98-00	State Unemployment	1,656.57