



BOARD OF TRUSTEES

REGULAR MEETING AGENDA

February 10, 2021
7:15 PM
9900 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: 02-10-2021 Board of Trustees Meeting
Time: Feb 10, 2021 07:15 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82736886823?pwd=SEY3QlZhMFNvMGh0cnhnNGhVZFhBqZz09>

Meeting ID: 827 3688 6823

Passcode: 292330

One tap mobile

+16699009128,,82736886823#,,,,*292330# US (San Jose)

+12532158782,,82736886823#,,,,*292330# 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 DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 827 3688 6823

Passcode: 292330

Find your local number: <https://us02web.zoom.us/j/82736886823?pwd=SEY3QlZhMFNvMGh0cnhnNGhVZFhBqZz09>

2. Call to Order & Roll Call

3. Pledge of Allegiance

* 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.

4. Approval of Agenda

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

6. Consent Agenda

- 6.a. Approval of January 27, 2021 Meeting Minutes
- 6.b. Approval of January 20, 2021 Meeting Minutes
- 6.c. **Resolution 21-34**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND AUDIO VISUAL INNOVATIONS, INC., FOR AV SUPPORT SERVICE
- 6.d. **Resolution 21-22**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE WORKING RESERVE POLICY
- 6.e. **Resolution 21-23**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE DEBT MANAGEMENT POLICY
- 6.f. **Resolution 21-24**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE TRAVEL POLICY
- 6.g. **Resolution 21-25**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND VECTOR DISEASE CONTROL INTERNATIONAL LLC FOR INTEGRATED MOSQUITO MANAGEMENT SERVICES
- 6.h. **Resolution 21-26**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND L.E.R., INC., DBA RENNER SPORTS SURFACES, FOR THE SURFACING OF PICKLEBALL COURTS AT SETTLERS PARK

7. Presentation

* 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.

7.a. 2020 Municipal Court Report

8. Discussion/Action

8.a. Appointment to the Planning & Zoning Commission

8.b. Resolution 21-27: A RESOLUTION OF THE BOARD OF TRUSTEES OF FIRESTONE, COLORADO, APPROVING THE SMALL BUSINESS RELIEF FUND ALLOCATION TERMS AND CONDITIONS BETWEEN THE TOWN OF FIRESTONE AND THE STATE OF COLORADO

8.c. Resolution 21-28: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING A GRANT OF A UTILITY EASEMENT TO UNITED POWER, INC. PERTAINING TO THE FIRESTONE RESERVOIR NO. 1 PROPERTY

8.d. Resolution 21-29: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACCEPTING A GRANT OF TEMPORARY CONSTRUCTION EASEMENT FROM LG EVERIST, INC. FOR CONSTRUCTION OF IMPROVEMENTS RELATED TO THE DIVERSION OF WATER FROM LAST CHANCE DITCH TO THE FIRESTONE RESERVOIR NO. 1 PROPERTY

8.e. Resolution 21-30: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACCEPTING A GRANT OF TEMPORARY CONSTRUCTION EASEMENT FROM TRICYCLE LANE TEXAS, LLC FOR CONSTRUCTION OF AN IRRIGATION DITCH AND STORM DRAINAGE IMPROVEMENTS

8.f. Resolution 21-31: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND STANTEC CONSULTING SERVICES, INC., FOR A TECHNICAL SLOPE PROTECTION ANALYSIS

8.g. George Heath Scholarship Program

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

10. Reports

10.a. Staff

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

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

10.b. Mayor

10.c. Trustees

11. Executive Session

- 11.a.** An executive session pursuant to C.R.S. 24-6-402(4)(b) for a conference with special counsel for the Town of Firestone for the purpose of receiving legal advice on specific legal questions regarding the Town's consideration of the annexation of property

12. Adjournment

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

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

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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: February 10, 2021

Initiated By: Jessica Koenig

Dept: Town Clerk

AGENDA TITLE

Approval of January 27, 2021 Meeting Minutes

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of January 27, 2021 Meeting Minutes

ALTERNATIVES

ATTACHMENTS

1. January 27, 2021 Meeting Minutes

FINANCIAL CONSIDERATIONS

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
January 27, 2021

1. Access Information

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

Topic: 01-27-2021 Board of Trustees Meeting

Time: Jan 27, 2021 07:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82648632454?pwd=eXZMdEVCRlE3Yzg4OWY0akwva2kzQT09>

Meeting ID: 826 4863 2454

Passcode: 081119

One tap mobile

+16699009128,,82648632454#,,,,*081119# US (San Jose)

+12532158782,,82648632454#,,,,*081119# US (Tacoma)

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+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington D.C.)

+1 312 626 6799 US (Chicago)

Meeting ID: 826 4863 2454

Passcode: 081119

Find your local number: <https://us02web.zoom.us/j/82648632454?pwd=eXZMdEVCRlE3Yzg4OWY0akwva2kzQT09>

2. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on January 27, 2021, at the Police Department, 2 Park Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:00 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:** Raelynn Ferrera, Assistant to the Town Manager; Katie Hansen, Director of Communications; Julie Pasillas, Director of Public Works; 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 Trustee Whelan, **second** by Mayor Pro Tem Jimenez, 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)

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

6. Consent Agenda

Motion by Trustee Doherty, **second** by Trustee Conyac, 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 January 13, 2021 Minutes

6.b. **Resolution 21-17:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING EQUIPMENT PURCHASES FOR THE TOWNS PUBLIC WORKS DEPARTMENT

6.c. **Resolution 21-18:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING PERFORMANCE OF THE SCHEDULE A FISCAL YEAR 2021 WORK ORDERS AS SET FORTH IN THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND NEW IPT INC. REGARDING THE ST. VRAIN WATER TREATMENT PLANT INJECTION WELL

6.d. Resolution 21-19: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, CONSENTING TO THE ASSIGNMENT OF THE TOWN OF FIRESTONE'S AGREEMENTS WITH WENCK ASSOCIATES INC FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE FIRESTONE RESERVOIR NO. 1 SUPPLY AND DELIVERY INFRASTRUCTURE PROJECT AND FOR PROJECT MANAGEMENT AND DESIGN SERVICES FOR PHASE ONE OF THE ST. VRAIN WATER TREATMENT PLANT TREATED WATER DELIVERY SYSTEM PROJECT

6.e. Resolution 21-20: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE PARKS OPEN SPACE AND TRAILS MASTER PLAN

7. Land Development

8. Discussion/Action

8.a. Resolution 21-21: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE 2020 CARBON VALLEY EMERGENCY OPERATIONS PLAN

Motion by Trustee Sharp, **second** by Trustee Doherty, to Approve **Resolution 21-21:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE 2020 CARBON VALLEY EMERGENCY OPERATIONS PLAN

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. Liquor License Authority Discussion

The Board reached a consensus to remain the Liquor License Authority and requested that the Town Clerk arrange training.

8.c. Rules of Order & Procedure Discussion

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

10.a. Staff

AJ Krieger, Town Manager, reported on the status of the Oxy agreement. Mr. Krieger reported on a Zoom meeting with Allo today. Mr. Kriger reported on the Comcast franchise agreement.

10.a.i. December 2020 Monthly Financial Report

10.b. Mayor

10.c. Trustees

Mayor Pro Tem Jimenez reported on the Finance Committee's January 27, 2021 meeting. Mayor Pro Tem Jimenez also requested any feedback on the direction of the Finance Committee.

11. Executive Session

11.a. An executive session pursuant to C.R.S. 24-6-402(4)(b) for a conference with a CIRSA appointed counsel for the purpose of receiving specific legal advice regarding the results of a department operational audit and investigation conducted by independent investigators

Motion by Trustee Whelan, **second** by Trustee Doherty, to go into an executive session pursuant to C.R.S. 24-6-402(4)(b) for a conference with a CIRSA appointed counsel for the purpose of receiving specific legal advice regarding the results of a department operational audit and investigation conducted by independent investigators, All in Favor, **Motion carried.**

open: 8:00 pm

close: 9:48 pm

12. Adjournment

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Whelan, to Adjourn at 9:49 pm, All in Favor, **Motion carried.**

Introduced and Approved the 10th of February, 2021.

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: February 10, 2021

Initiated By: Jessica Koenig

Dept: Town Clerk

AGENDA TITLE

Approval of January 20, 2021 Meeting Minutes

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of January 20, 2021 Meeting Minutes

ALTERNATIVES

ATTACHMENTS

1. January 20, 2021 Meeting Minutes

FINANCIAL CONSIDERATIONS

TOWN OF FIRESTONE, COLORADO
Board of Trustees Special Meeting
MINUTES
January 20, 2021

1. Access Information

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

Topic: 01-20-2021 Board of Trustees Special Meeting
Time: Jan 20, 2021 07:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/89608137419?pwd=ZTM1UmVCRHNtc0xGR01sS3dhNmZvZz09>

Meeting ID: 896 0813 7419

Passcode: 450907

One tap mobile

+13462487799,,89608137419#,,,,*450907# US (Houston)

+16699009128,,89608137419#,,,,*450907# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington D.C)

Meeting ID: 896 0813 7419

Passcode: 450907

Find your local number: <https://us02web.zoom.us/j/kdvQeP8x5Y>

2. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Special Meeting on January 20, 2021, at the Police Department, 2 Park Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:01 pm.

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar

Mayor Pro-tem: Frank A. Jimenez

Trustees: Don Conyac
Samantha Meiring

Sean Doherty
Doug Sharp

3. Pledge of Allegiance

Mayor Sindelar led the pledge of allegiance.

4. Approval of Agenda

Motion by Trustee Sharp, **second** by Trustee Meiring, to Approve the Agenda, All in Favor,
Motion carried.

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

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

6. Discussion/Action

6.a. Resolution 21-16: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING THE BOARD OF TRUSTEES HANDBOOK TO AUTHORIZE THE USE OF TELEPHONIC PARTICIPATION FOR WORK SESSIONS OF THE BOARD OF TRUSTEES AND REPEALING RESOLUTION 14-47 IN ITS ENTIRETY

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Sharp, to Amend **Resolution 21-16:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING THE BOARD OF TRUSTEES HANDBOOK TO AUTHORIZE THE USE OF TELEPHONIC PARTICIPATION FOR WORK SESSIONS OF THE BOARD OF TRUSTEES AND REPEALING RESOLUTION 14-47 IN ITS ENTIRETY, to remove all references to repealing Resolution 14-47.

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

Motion by Trustee Meiring, **second** by Trustee Sharp, to Approve **Resolution 21-16:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING THE BOARD OF TRUSTEES HANDBOOK TO AUTHORIZE THE USE OF TELEPHONIC PARTICIPATION FOR WORK SESSIONS OF THE BOARD OF TRUSTEES AND REPEALING RESOLUTION 14-47 IN ITS ENTIRETY, as amended. All in Favor, Motion carried.

7. Adjournment

Motion by Trustee Meiring, **second** by Trustee Sharp, to Adjourn at 7:43 pm, All in Favor,
Motion carried.

Introduced and Approved the 10th of February, 2021.

TOWN OF FIRESTONE, COLORADO

ATTEST

Bobbi Sindelar, Mayor

Jessica Koenig, Town Clerk

DRAFT

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 6.c

Consent Agenda

Meeting Date: February 10, 2021

Initiated By: Raelynn Ferrera

Dept: Administration

AGENDA TITLE

Resolution 21-34: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND AUDIO VISUAL INNOVATIONS, INC., FOR AV SUPPORT SERVICE

SUMMARY

This agreement will allow Town Staff, and the Town's IT consultant to work with Audio Visual Innovations, Inc. (AVI) to receive training and support on an on-call basis for AV items at the Police and Municipal Court building.

AVI was the original sub-contractor during the construction of the Police and Municipal Court Building. Therefore, they are the most knowledgeable to guide Staff and the IT consultant through learning, maintaining, and refining the system over the next year.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approve Resolution 21-34 authorizing execution of the said agreement and authorizing Staff to expend funds

ALTERNATIVES

ATTACHMENTS

1. 21-34 AVI AV Services -RESO (1)
2. AVI Professional Services Contract

FINANCIAL CONSIDERATIONS

Discounted Hourly Rates:

<u>Global Non contracted Help Desk</u>	<u>Rate USD</u>
<u>Support Services</u>	
<u>Remote Help Desk Time and Materials</u>	<u>\$150 (per case/ticket)</u>
<u>Remote Specialist Support Time & Materials</u>	<u>\$150 / Hour</u>
<u>Onsite Dispatch – Standard Business Hours</u>	<u>\$120 / Hour</u>
<u>Onsite Dispatch Outside Standard Business Hours</u>	<u>\$180 / Hour</u>
<u>Onsite Dispatch – AVI-SPL Holiday</u>	<u>\$240 / Hour</u>

System/Room Name	Term 1 Unit Price	Term 1 Extended Price
Courtroom	\$1,505.13	\$1,505.13
Jury Con Room	\$1,137.51	\$1,137.51

Richard E Heart Training Room	\$1,149.00	\$1,149.00
Admin Conf Room	\$1,137.51	\$1,137.51
Roll Call Room	\$1,137.51	\$1,137.51
Report Writing	\$1,149.00	\$1,149.00
Fitness	\$399.00	\$399.00
Breakroom	\$399.00	\$399.00
Lobby	\$399.00	\$399.00
Total:		\$8,412.66

RESOLUTION NO. 21-34

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF
FIRESTONE AND AUDIO VISUAL INNOVATIONS, INC., FOR AV SUPPORT
SERVICE**

WHEREAS, the Town of Firestone is in need of audio visual services (AV) at its Police and Municipal Court Building; and

WHEREAS, Audio Visual Innovations, Inc (AVI) was the original sub-contractor for AV service during the construction of the Police and Municipal Court; and

WHEREAS, AVI thus has the required knowledge, experience and expertise to provide the required AV services in a cost-effective manner.

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

The Professional AV Services Agreement between the Town of Firestone and Audio Visual Innovations, 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 _____, 2021.

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 _____, 2021 (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 **AUDIO VISUAL INNOVATIONS, INC.**, an independent contractor with a principal place of business at 6301 Benjamin Road, Suite 101, Tampa, Florida 33634 ("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 set forth in a Service Ticket, and those technical maintenance and support services 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: **AV Support service**, during the Term of this Agreement on an on-call basis.

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.

C. "Service Ticket" shall mean a digital form that: (i) provides for or details the specific Professional Services, tasks and/or the Deliverables required to provide the solution to the Town's stated need, and (ii) describes or specifies the time, place, and dates of performance.

D. Amending Service Tickets. The Town may request changes to an executed Service Ticket by delivering to Contractor a revised Service Ticket specifying the requested changes. Promptly after delivery of a revised Service Ticket, Contractor shall confer with the Town on additional Professional Services and Deliverables to be provided and the time schedules necessary to complete the revised Service Ticket.

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 an amount not to exceed **\$10,000.00**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor shall submit an invoice for the total contract amount upon execution of this Agreement, 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 created or first conceived by Contractor in the course of performing the Scope of Services 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

AUDIO VISUAL INNOVATIONS, INC.

By: _____

NO EMPLOYEE AFFIDAVIT

To be completed only if Contractor has **no** employees

1. Check and complete one:

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

OR

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

2. Check one.

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

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

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

OR

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

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

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

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

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

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

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

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

Signature

Date

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to (or affirmed) before me this ____ day of _____, 2021, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

EXHIBIT A SCOPE OF SERVICES

Contractor's Duties During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

- Contractor shall provide Global Support Enhanced Service for the locations specified in this Scope of Services
- Contractor shall provide Global Support Elite Service for the locations specified in this Scioe of Services

Global Support – Enhanced

Contractor's Enhanced support offering provides remote technical phone support services, facilitation of manufacturer repair or replacement programs, access to manufacturer published software updates and upgrades for covered assets, and, at discounted billable rates, Onsite Field Technician dispatch. Contractor's Enhanced support also includes access to an online portal for incident reporting and annual business reviews. Remote technical phone support services are available 24x7x365.

- Offers unlimited remote help desk support – available 24x7x365.
- Facilitates the repair or replacement programs of manufacturer programs for applicable hardware.
- Access to software updates and upgrades for hardware covered by manufacturer program.
- Use of online incident reporting tool for easy ticket awareness.
- Eligibility for discounted hourly rates for other Global Support services not included in the Enhanced offering are requested.

Remote Help Desk, 24x7x365 – Contractor's four Global Services Operations Centers (herein referred to as GSOC) locations are the Town's first point of contact available to the Town with an average-speed-of-answer of 90 seconds on the phone, or available via email or online portal. Whether they help the Town diagnose a problem, implement a repair remotely, or escalate to a specialist, they are working with the Town to help the Town get up and running as quickly as possible.

Repair/Replacement Facilitation – Some equipment may be repairable or replaced at no charge under the manufacturer's warranty policy. Labor for onsite installation of parts covered under manufacturer warranty may be subject to Contractor's current standard time and material rates. The Help Desk will assist you to arrange return of the defective equipment to the manufacturer for service/replacement.

Software Updates and Upgrades – the Town will receive the latest software updates and upgrades remotely available per manufacturer recommendation. Updates are provided on a fix on fail basis. Once an issue is reported, the Remote Help Desk coordinates with the Town and the manufacturer to determine the best

course of action. If a specialist or a programmer, onsite help, or any other labor is required, additional charges may apply at the applicable rate for those services.

Incident Reporting Tool – Contractor provides an online tool to keep the Town up to date on ticket creation and frequency. This valuable insight allows the town to make educated decisions based on room performance and uptime during annual business reviews.

Discounted Hourly Rates

<u>Global Noncontracted Help Desk Support Services</u>	<u>Rate USD</u>
<u>Remote Help Desk Time and Materials</u>	<u>\$150 (per case/ticket)</u>
<u>Remote Specialist Support Time & Materials</u>	<u>\$150 / Hour</u>
<u>Onsite Dispatch – Standard Business Hours</u>	<u>\$120 / Hour</u>
<u>Onsite Dispatch Outside Standard Business Hours</u>	<u>\$180 / Hour</u>
<u>Onsite Dispatch – AVI-SPL Holiday</u>	<u>\$240 / Hour</u>

Global Support – Elite

Contractor's Elite support offering provides remote technical phone support services, facilitation of manufacturer repair or replacement programs, access to manufacturer published software updates and upgrades for covered assets, and unlimited Onsite Field Technician dispatch. Contractor's Elite support also includes access to an online portal for incident reporting. Remote technical phone support services are available 24x7x365.

- Unlimited onsite field technician dispatch – Monday - Friday 8AM to 5PM*
- Offers unlimited remote help desk support – available 24x7x365.
- Facilitates the repair or replacement programs of manufacturer programs for applicable hardware.
- Access to software updates and upgrades for hardware covered by manufacturer program.
- Use of online incident reporting tool for easy ticket awareness.
- Eligibility for discounted hourly rates for other Global Support services not included in the Elite offering.

Remote Help Desk, 24x7x365 – Contractor's four Global Services Operations Centers (herein referred to as GSOC) locations are the Town's first point of contact available to the Town with an average-speed-of-answer of 90 seconds on the phone, or available via email or online portal. Whether they help the Town diagnose a problem, implement a repair remotely, or escalate to a specialist, they are working with the Town to help get the Town up and running as quickly as possible.

Repair/Replacement Facilitation – Some equipment may be repairable or replaced at no charge under the manufacturer’s warranty policy. Labor for onsite installation of parts covered under manufacturer warranty may be subject to Contractor’s current standard time and material rates. The Help Desk will assist the Town to arrange return of the defective equipment to the manufacturer for service/replacement.

Software Updates and Upgrades – The Town will receive the latest software updates and upgrades remotely available per manufacturer recommendation. Updates are provided on a fix on fail basis. Once an issue is reported, the Remote Help Desk coordinates with the Town and the manufacturer to determine the best course of action. If a specialist or a programmer, onsite help, or any other labor is required, additional charges may apply at the applicable rate for those services.

Incident Reporting Tool – Contractor provides an online tool to keep the Town up to date on ticket creation and frequency. This valuable insight allows the Town to make educated decisions based on room performance and uptime during annual business reviews.

Unlimited Onsite Support – Contractor provides unlimited onsite technical support Monday through Friday 8AM to 5PM*, excluding Contractor holidays, travel included. Where applicable, Contractor will provide a two-business day onsite response following the Help Desk’s determination that an onsite dispatch is needed. Next Business Day Response and 4 Hour Response is available as a PLUS offering and are subject to additional costs and fees.

*Local standard time excluding Contractor published holidays. For customers in the Middle East, Services will be provided Sunday through Thursday from 8AM – 5PM local standard time excluding United Arab Emirates (UAE) national holidays.

Discounted Hourly Rates

Global Noncontracted Help Desk Support Services	Rate USD
Remote help desk	\$150 (per case/ticket)
Remote Specialist Support Time & Materials	\$150 / Hour
Onsite Dispatch – Standard Business Hours	\$120 / Hour
Onsite Dispatch Outside Standard Business Hours	\$180 / Hour
Onsite Dispatch – AVI-SPL Holiday	\$240 / Hour

Services Summary by Room

Line #	System/Room Name	Location	Serial No.	Start Date	Term 1 End Date	Qty.	Service Description	Term 1 Unit Price	Term 1 Extended Price
1	Courtroom 113	2 Park Ave, Firestone, CO 80520		12/13/2020	12/12/2021	1	Elite - Courtroom 113	\$1,505.13	\$1,505.13
2	Jury Con Room 118	2 Park Ave, Firestone, CO 80520		12/13/2020	12/12/2021	1	Elite - Jury Con Room 118	\$1,137.51	\$1,137.51
3	Richard E Heart Training Rm 105	2 Park Ave, Firestone, CO 80520		12/13/2020	12/12/2021	1	Elite - Richard E Heart Training Rm 105	\$1,149.00	\$1,149.00
4	Admin Conf Room	2 Park Ave, Firestone, CO 80520		12/13/2020	12/12/2021	1	Elite - Admin Conf Room	\$1,137.51	\$1,137.51
5	Roll Call Room 158	2 Park Ave, Firestone, CO 80520		12/13/2020	12/12/2021	1	Elite - Roll Call Room 158	\$1,137.51	\$1,137.51
6	Report Writing Room 166	2 Park Ave, Firestone, CO 80520		12/13/2020	12/12/2021	1	Elite - Report Writing Room 166	\$1,149.00	\$1,149.00
7	Fitness Room 150	2 Park Ave, Firestone, CO 80520		12/13/2020	12/12/2021	1	Enhanced - Fitness Room 150	\$399.00	\$399.00
8	Breakroom 141	2 Park Ave, Firestone, CO 80520		12/13/2020	12/12/2021	1	Enhanced - Breakroom 141	\$399.00	\$399.00
9	Lobby 102	2 Park Ave, Firestone, CO 80520		12/13/2020	12/12/2021	1	Enhanced - Lobby 102	\$399.00	\$399.00
AV Total:								\$8,412.66	\$8,412.66

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.d

Consent Agenda

Meeting Date: February 10, 2021

Initiated By: Jessica Clanton

Dept: Finance

AGENDA TITLE

Resolution 21-22: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE WORKING RESERVE POLICY

SUMMARY

The Working Reserve Policy is intended to mitigate current and future risks and states that the Town will maintain a minimum working reserve of at least 25% of the current year's General Fund operating appropriations. The working reserve level is set annually by the Board of Trustees during the budget process. On January 27th, 2021, the Finance Committee reviewed and recommended the Working Reserve Policy's approval through a Memorandum of Recommendation attached.

HISTORY AND PREVIOUS BOARD ACTION

On November 8th, 2017, the Board of Trustees approved the Working Reserve Policy through Resolution 17-52.

RECOMMENDATION

Staff recommends approval of Resolution 21-22 approving the Working Reserve Policy.

ALTERNATIVES

ATTACHMENTS

1. Reso 21-22 Working Reserve Policy
2. Working Reserve Policy 2021
3. Memo of Recommendation - Working Reserve Policy - Finance Committee 01-27-2021
4. Working Reserve Policy 2020_Redline

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 21-22

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONES WORKING
RESERVE POLICY**

WHEREAS, the Town of Firestone (“Town”) previously adopted a Working Reserve Policy (“Policy”); and

WHEREAS, the Board of Trustees finds that the Policy should be updated with the goal of promoting and supporting the efficient, beneficial and effective use of the Town’s resources; and

WHEREAS, the Town Manager, Director of Finance and the Finance Committee collaborated to develop an updated policy, which has been presented to the Board of Trustees; and

WHEREAS, the Board of Trustees finds that the proposed policy meets the goals it established and also supports the Town’s fiscal responsibilities.

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

Section 1. The Board of Trustees hereby approves and adopts the Town of Firestone Working Reserve Policy, in substantially the same form as the copy which is attached hereto and made a part of this resolution.

Section 2. All prior Working Reserve Policies or amendments thereof adopted by the Town are repealed in their entirety.

PASSED AND ADOPTED this 10th day of February 2021.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

TOWN OF FIRESTONE WORKING RESERVE POLICY

ADOPTED FEBRUARY 2021

INTENT

The Town of Firestone (Town) Board of Trustees (Board) has determined it to be prudent financial practice to maintain adequate levels of working reserve in the Town's General Fund in order to mitigate current and future risks such as revenue shortfalls and unanticipated expenditures as well as to buffer the Town from downturns in the economy and to provide an additional source of accumulated funding for major capital improvement projects. The Town believes that establishing and maintaining adequate working reserve levels will assist the Town in taking greater advantage of the “pay as you go” philosophy and is a critical consideration to the Town’s long-term financial planning.

POLICY

The Town has established the following fiscal policy related to its working reserve.

Minimum, Maximum and Target Levels

The Town will maintain a minimum working reserve of at least 25% of the current year's General Fund operating appropriations. The Town's maximum working reserve shall not exceed 100% of the General Fund budgeted operating appropriations. In the event the Town has excess funds of over the 100% maximum amount, the Town will reserve such excess funds for future capital projects or for such other purposes as designated by the Board. The working reserve levels will be determined by the Board annually during the budget process.

Use of Funds

The Town understands that circumstances may arise that may warrant the Town using its working reserve temporarily. The Town has determined the following circumstances to be permissible instances where it may elect to use its working reserve:

- An economic downturn in which revenues are significantly/materially under budget
- Unexpected and unappropriated price increases to service and maintain essential Town operations
- Non-budgeted and unexpected emergencies, natural disaster costs, or litigation
- Early retirement of Town debt or loans
- Grant matching and public/private partnership matching
- Provide coverage to other funds due to a shortfall in budgeted revenues
- Capital asset acquisition, construction and improvement projects

The use of the working reserve in a given budget year will require approval by a simple majority vote by the entire Board.

Terms for Replenishment

In the event the Town elects to use its working reserve for the aforementioned purposes, the Town will concurrently establish a formal plan to replenish its working reserve to the minimum working reserve level. It will be the policy of the Town to replenish the working reserve to its minimum level as follows:

- As soon as revenues are reasonably available, and
- With priority given to replenishment over any future budgeted, new discretionary spending by the Board (either capital or operational in nature), and
- With replenishment complete no later than 5 years subsequent to the utilization of such funds.

Policy Review

The Finance Director will be responsible for reviewing the Working Reserve Policy annually in connection with the Town's annual budgeting process to ensure that the Town is maintaining adequate levels of working reserve funds as set forth in this policy. Furthermore, the Finance Committee and Finance Director will be responsible for reviewing the Working Reserve Policy every two years and will make recommendations for revisions to the policy as deemed appropriate. Adoption and modifications to this policy will require the approval of a simple majority vote by the entire Town Board.

Bobbi Sindelar, Mayor

Attest: Jessica Koenig, CMC, Town Clerk



MEMORANDUM OF RECOMMENDATION

TO: Board of Trustees

FROM: Finance Committee

CC:

DATE: January 27, 2021

RE: Working Reserve Policy

The Working Reserve Policy proposed revisions have been reviewed by the Finance Committee at the January 27, 2021 meeting. With a vote of 4 for and 0 against, the Finance Committee of the Town of Firestone recommends the approval of the Working Reserve Policy.

FINANCE COMMITTEE

Chair

ATTEST:

Jessica Koenig, Secretary

**BOARD OF TRUSTEES ADOPTED POLICY
TOWN OF FIRESTONE**

SUBJECT: Working Reserve Policy

ISSUE DATE

February 10, 2021

EFFECTIVE DATE

February 10, 2021

INTENT

The Town of Firestone (~~Town~~) Board of Trustees (Board) has determined it to be prudent financial practice to maintain adequate levels of working reserve in the Town's General Fund in order to mitigate current and future risks such as revenue shortfalls and unanticipated expenditures as well as to ~~ensure stable tax rates~~ buffer the Town from downturns in the economy and to provide an additional source of accumulated funding for major capital improvement projects. The Town believes that establishing and maintaining adequate working reserve levels will assist the Town in taking greater advantage of the "pay as you go" philosophy and are ~~is~~ a critical consideration to the ~~Town's~~ Town's long-term financial planning.

POLICY

The Town has established the following fiscal policy related to its working reserve.

Minimum, Maximum and Target Levels

The Town will maintain a minimum working reserve of at least 25% of the current year's General Fund operating ~~expenditures~~ appropriations. The Town's maximum working reserve shall not exceed 100% of the General Fund budgeted operating ~~expenditures~~ appropriations. In the event the Town has excess funds of over the 100% maximum amount, the Town will reserve such excess funds for future capital projects or for such other purposes as ~~are~~ designated by the Board. ~~Not precluding the aforementioned minimum and maximum percentages, the Town will annually target to achieve and maintain a 50% working reserve as part of its annual budget process.~~ The working reserve levels will be determined by the Board annually with each ~~during the~~ budget process. ~~Nothing in this policy will preclude the Board from lowering its working reserve level in a future budget year to the minimum level established in this policy.~~

Use of Funds

The Town understands that circumstances may arise that may warrant the Town using its working reserve temporarily. The Town has determined the following circumstances to be permissible instances where it may elect to use its working ~~reserve~~ reserve ~~for funds up to the minimum 25%~~

~~working reserve level:~~

- An economic downturn in which revenues are significantly/materially under budget
- Unexpected and unappropriated price increases to service and maintain essential Town operations
- Non-budgeted and unexpected emergencies, natural disaster costs, or litigation
- Early retirement of Town debt or loans
- Grant matching and public/private partnership matching
- Provide coverage to other funds due to a shortfall in budgeted revenues
- Capital asset acquisition, construction and improvement projects

~~Any working reserve funds above the minimum 25% working reserve level may be used by the Board for the above purposes or any other purpose, as deemed appropriate by the Board.~~ The use of the working reserve in a given budget year will require approval by a simple majority vote by the entire ~~Town Board~~Board.

Terms for Replenishment

In the event the Town elects to use its working reserve for the aforementioned purposes, the Town will concurrently establish a formal plan to replenish its working reserve to the minimum working reserve level. It will be the policy of the Town to replenish the working reserve to its minimum level as follows:

- As soon as revenues are reasonably available, and
- With priority given to replenishment over any future budgeted, new discretionary spending by the Board (either capital or operational in nature), and
- With replenishment complete no later than 5 years subsequent to the utilization of such funds.

Policy Review

The ~~Town Controller~~Finance Director will be responsible for reviewing the Working Reserve Policy ~~semi~~annually in connection with the Town's annual budgeting process ~~as well as the Town's preparation of year end financial statements~~ to ensure that the Town is maintaining adequate levels of working reserve funds as set forth in this policy. Furthermore, the Finance Committee and Finance Director will be responsible for reviewing the Working Reserve Policy every two years and will make recommendations for revisions to the policy as deemed appropriate~~Furthermore, the Town Manager, in concert with the Town Controller, will review the policy annually in connection with the Town's annual budgeting process and will make recommendations for revisions to the policy as deemed appropriate.~~ Adoption and modifications to this policy will require the approval of a simple majority vote by the entire Town Board.

Bobbi Sindelar, Mayor

Attest: Jessica Koenig, CMC, Town Clerk

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.e

Consent Agenda

Meeting Date: February 10, 2021

Initiated By: Jessica Clanton

Dept: Finance

AGENDA TITLE

Resolution 21-23: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE DEBT MANAGEMENT POLICY

SUMMARY

The debt management policy is intended to provide guidance on the issuance of debt and other financing instruments and ensure that the Town maintains a sound debt position and that its credit quality is safeguarded. The policy addresses the importance the 5 year Capital Improvement plan plays in the role of long-term financing and the types of debt and other financing instruments the Town may use. This policy also states that the Town will manage its debt to secure and maintain an A/A2 or higher bond rating. On January 27th, 2021, the Finance Committee reviewed and recommended the Debt Management Policy's approval through a Memorandum of Recommendation attached.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved the Debt Management Policy on July 11, 2018.

RECOMMENDATION

Staff recommends approval of Resolution 21-23 approving the Debt Management Policy.

ALTERNATIVES

ATTACHMENTS

1. Reso 21-23 Debt Policy
2. DEBTPOLICY_2021
3. Memo of Recommendation - Debt Mgmt Policy - Finance Committee 01-27-2021
4. DEBTPOLICY2020_Redline

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 21-23

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE DEBT
MANAGEMENT POLICY**

WHEREAS, the Town of Firestone previously adopted a Debt Management Policy (“Policy”); and

WHEREAS, the Board of Trustees finds that such Policy should be updated with the goal of promoting and supporting the efficient, beneficial and effective use of the Town’s resources: and

WHEREAS, the Town Manager, Director of Finance and Consultants collaborated to develop an updated policy, which has been presented to the Board of Trustees; and

WHEREAS, the Board of Trustees finds that the proposed policy meets the goals it established and also supports the Town’s fiscal responsibilities.

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

Section 1. The Board of Trustees hereby approves and adopts the Town of Firestone Debt Management Policy in substantially the same form as the copy attached hereto and made a part of this resolution.

Section 2. All prior Debt Management Policies or amendments thereof adopted by the Town are repealed in their entirety.

PASSED AND ADOPTED this 10th day of February 2021.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

TOWN OF FIRESTONE DEBT MANAGEMENT POLICY

ADOPTED FEBRUARY 2021

INTENT

The Town of Firestone (Town) recognizes the importance of long-range, financial planning in order to meet its capital asset needs. The following debt management policy provides guidance on the issuance of debt and other financing instruments to help ensure that the Town maintains a sound debt position and that its credit quality is safeguarded. As such, the policy allows for an appropriate balance between establishing debt parameters while also providing flexibility to respond to unforeseen circumstances and new opportunities. This policy applies to Town derived revenues and revenues the Town is entitled to receive. Debt related to the Town's enterprise activities or related URA project areas are not considered part of this policy.

POLICY

The Town has established the following fiscal policy related to debt management.

Development of Long-Term, Financing Recommendations

The primary responsibility for developing long-term, financing recommendations rests with the Town Manager. During the annual budget process, and at any other such times during the year in which the need may arise, the Town Manager will work collectively with the Finance Director and other deemed necessary Town staff (the Internal Working Group) to determine if there is a need for long-term borrowing consideration. As part of the determination process, the Internal Working Group shall review the financing needs outlined by the Capital Improvement Plan (see below) to analyze the future capital financing needs as compared with the Town's currently available cash resources and projected revenues. The Internal Working Group will also provide recommendations regarding refunding and restructuring of existing debt.

Capital Improvement Plan

On an annual basis and as part of the Town's budgeting process, the Town will prepare and/or update a five (5) year Capital Improvement Plan (CIP) identifying capital projects that are part of the Town's long-term strategic vision and economic development plan. Concurrent with the preparation of the CIP, Town staff will consider the associated, estimated ongoing operations and maintenance costs of such capital assets so that the total costs of the projects are included for budgeting and projection purposes.

Purpose of Debt

Incurrence of long-term debt will only be used for the purpose of financing capital assets, which include but are not limited to buildings, infrastructure, land acquisition and purchase of equipment. The Town, under no circumstances, will issue debt or borrow funds to finance the Town's on-going costs for operations and services.

The Town will strive to balance the pay-as-you-go approach and incur debt for its capital projects expenditures (see the Working Reserve Policy). Debt financing will be considered when annual revenues and accumulation of capital cash reserves are not sufficient to provide the necessary funding for such projects within a timeframe deemed necessary or adequate by the Town Board.

Types of Debt and Other Financing Instruments

The general types of debt and other financing instruments to be used by the Town will include:

- General Obligation Bonds
- Revenue Bonds
- Short-term Notes
- Special or Local Improvement Bonds
- Annually appropriated leases and Certificates of Participation
- Any other legally recognized security approved by the Town Board and deemed advantageous to the Town

In order to mitigate any uncertainty of annual debt payment amounts due, the Town will strive to secure a fixed rate structure when issuing debt. The Town will consider a variable rate structure when market conditions favor this type of issuance, and when feasible, ensure there is a maximum interest rate provided within the variable rate structure. Credit enhancements will be used only in instances where the anticipated present value savings in terms of reduced interest expense exceeds the cost of the credit enhancement.

Level of Debt and Restrictive Provisions

The Town will strive to limit its general obligation debt (i.e., where ad valorem property taxes are the main and underlying security pledged on the debt) so as not to exceed fifteen percent (15%) of the Town's total assessed valuation as shown by the most current assessment received from Weld County's Assessor's Office. Additionally, the Town will strive to maintain its annual general obligation debt service costs (principal and interest) for its governmental activities at a level of no greater than fifteen percent (15%) of the Town's governmental expenditures. Any debt issued by the Town, other than general obligation debt, wherein other revenue sources serve as security on the debt (e.g., revenue bonds), will not have any specific debt level restrictions, provided that each of such issuances will be evaluated on a case by case bases, to ensure that the Town has adequately provided for conservative revenue projections as to debt repayment purposes.

The repayment terms of all debt issued by the Town will not exceed the useful life of the capital asset financed. Additionally, the Town will seek level or declining debt repayment schedules and will not issue debt that provides for a balloon principal payment reserved at the end of the term of the issue, unless deemed otherwise appropriate and necessary by the Town. Furthermore, the Town will strive to obtain redemption terms that allow for the pre-payment of debt without paying a redemption penalty.

Debt Issuance Practices

As part of its debt issuance process, the Town will manage its debt and sustain its financial position in order to secure and maintain an A/A2 or higher bond rating.

The Town will market its debt through the use of a competitive bid process when issuing general obligation debt. The competitive bid process will also be used for other debt issuances unless time, interest rates and/or other factors make it more favorable for the Town to use a negotiated process.

If needed, the Town will hire an independent financial advisor, and any other professional service provider (e.g. bond counsel), to assist in the structuring of the debt transaction and to provide overall guidance throughout the process.

Debt may be privately placed with an accredited investor or financial institution if the Town deems it to be in the best interest of the Town.

Guidelines for Refunding

The Town shall consider refunding (advance and current refunding) outstanding debt whenever an analysis indicates the potential for net present value (NPV) savings of at least three percent (5%) can be achieved. The Town shall also consider restructuring its existing debt in order to extend the payment terms to meet cash flow needs if deemed beneficial to the Town's long-term financial and strategic planning. The Town may also consider refunding outstanding bonds to remove existing restrictive covenants.

Post Issuance Management

The Town will invest its debt proceeds in accordance with the Town's investment policy and statutory requirements. Funds will be invested in instruments and with related maturities that will provide the liquidity needed to meet the cash flow needs of each project. In this regard, the Finance Director will prepare cash flow projection to determine the availability of funds to be invested and their respective required maturities.

The Town will comply with all arbitrage rebate requirements as established by the Internal Revenue Service. Arbitrage will be calculated at the end of each fiscal year and interest earned on the investment of debt proceeds will be reserved to pay any penalties due. Secondary market disclosures requirements established within the terms of the debt transaction will be adhered to and filed on a timely basis.

The Finance Director will be responsible for managing the post issuance requirements listed above and/or cause any post issuance requirements to be completed.

Policy Review

The Finance Director will review the Debt Management Policy annually in connection with the preparation of the Town's annual budget process to ensure that the Town is adhering to the framework outlined in this policy. Furthermore, the Finance Committee and the Finance Director will be responsible for reviewing the Debt Management Policy every two years. Adoption and modifications to this policy will require the approval of a simple majority vote by the entire Town Board.

Bobbi Sindelar, Mayor

Attest: Jessica Koenig, CMC, Town Clerk



MEMORANDUM OF RECOMMENDATION

TO: Board of Trustees

FROM: Finance Committee

CC:

DATE: January 27, 2021

RE: Debt Management Policy

The Debt Management Policy proposed revisions have been reviewed by the Finance Committee at the January 27, 2021 meeting. With a vote of 4 for and 0 against, the Finance Committee of the Town of Firestone recommends the approval of the Debt Management Policy.

FINANCE COMMITTEE


Chair

ATTEST:


Jessica Koenig, Secretary

**BOARD OF TRUSTEES ADOPTED POLICY
TOWN OF FIRESTONE**

SUBJECT: Debt Management Policy

ISSUE DATE

February 10, 2021

EFFECTIVE DATE

February 10, 2021

INTENT

The Town of Firestone (Town) recognizes the importance of long-range, financial planning in order to meet its capital asset needs. The following debt management policy provides guidance on the issuance of debt and other financing instruments to help ensure that the Town maintains a sound debt position and that its credit quality is safeguarded. As such, the policy allows for an appropriate balance between establishing debt parameters while also providing flexibility to respond to unforeseen circumstances and new opportunities. This policy applies to Town derived revenues and revenues the Town is entitled to receive. Debt related to the Town's enterprise activities or related URA project areas are not considered part of this policy.

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The primary responsibility for developing long-term, financing recommendations rests with the Town Manager. During the annual budget process, and at any other such times during the year in which the need may arise, the Town Manager will work collectively with the Town's Controller Finance Director and other deemed necessary Town staff (the Internal Working Group) to determine if there is a need for long-term borrowing consideration. As part of the determination process, the Internal Working Group shall review the financing needs outlined by the Capital Improvement Plan (see below) to analyze the future capital financing needs as compared with the Town's currently available cash resources and projected revenues. The Internal Working Group will also provide recommendations regarding refunding and restructuring of existing debt.

~~Once determination is made by the Internal Working Group to pursue long-term financing, a refunding, or restructuring of debt, the Town Manager will prepare and present to the Town Board a resolution of intent to issue debt and authorization of Town staff to proceed with the necessary preparations. The Town may only issue debt upon the approval of a simple majority vote by the entire Town Board.~~

Capital Improvement Plan

On an annual basis and as part of the Town's budgeting process, the Town will prepare and/or update a five (5) year Capital Improvement Plan (CIP) identifying capital projects that are part of the Town's long-term strategic vision and economic development plan. Concurrent with the preparation of the CIP, Town staff will consider the associated, estimated ongoing operations and maintenance costs of such capital assets so that the total costs of the projects are included for budgeting and projection purposes.

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The Town will strive to ~~balance the maximize~~ the pay-as-you-go ~~approach and incur debt approach~~ for its capital projects expenditures (see ~~the Capital Planning and Working Reserves Policy~~). Debt financing will be considered when annual revenues and accumulation of capital cash reserves are not sufficient to provide the necessary funding for such projects within a timeframe deemed necessary or adequate by the Town Board.

Types of Debt and Other Financing Instruments

The general types of debt and other financing instruments to be used by the Town will include:

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- Any other legally recognized security approved by the Town Board and deemed advantageous to the Town

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obligation debt service costs (principal and interest) for its governmental activities at a level of no greater than fifteen percent (15%) of the Town's governmental expenditures. Any debt issued by the Town, other ~~than~~ general obligation debt, wherein other revenue sources serve as security on the debt (e.g., revenue bonds), will not have any specific debt level restrictions, provided that each of such issuances will be evaluated on a case by case bases, to ensure that the Town has adequately provided for conservative revenue projections as to debt repayment purposes.

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The Town will market its debt through the use of a competitive bid process when issuing general obligation debt. The competitive bid process will also be used for other debt issuances unless time, interest rates and/or other factors make it more favorable for the Town to use a negotiated process.

If needed, the Town will hire an independent financial advisor, and any other professional service provider (e.g. bond counsel), to assist in the structuring of the debt transaction and to provide overall guidance throughout the process.

Debt may be privately placed with an accredited investor or financial institution if the Town deems it to be in the best interest of the Town.

Guidelines for Refunding

The Town shall consider refunding (advance and current refunding) outstanding debt whenever an analysis indicates the potential for net present value (NPV) savings of at least three percent (~~3~~5%) can be achieved. The Town shall also consider restructuring its existing debt in order to extend the payment terms to meet cash flow needs if deemed beneficial to the Town's long-term financial and strategic planning. The Town may also consider refunding outstanding bonds to remove existing restrictive covenants.

Post Issuance Management

The Town will invest its debt proceeds in accordance with the Town's investment policy and statutory requirements. Funds will be invested in instruments and with related maturities that will provide the liquidity needed to meet the cash flow needs of each project. In this regard, the ~~Town Finance Director Controller~~ will prepare cash flow projection to determine the availability of funds to be invested and their respective required maturities.

The Town will comply with all arbitrage rebate requirements as established by the Internal Revenue Service. Arbitrage will be calculated at the end of each fiscal year and interest earned on the investment of debt proceeds will be reserved to pay any penalties due. Secondary market disclosures requirements established within the terms of the debt transaction will be adhered to and filed on a timely basis.

The ~~Town Controller~~ Finance Director will be responsible for managing the post issuance requirements listed above and/or cause any post issuance requirements to be completed.

Policy Review

The ~~Town Manager and the Town Controller~~ Finance Director will review the Debt Management Policy annually in connection with the preparation of the Town's annual budget process to ensure that the Town is adhering to the framework outlined in this policy. Furthermore, the Finance Committee and the Finance Director will be responsible for reviewing the Debt Management Policy every two years, and will make recommendations to revise for revisions to the policy as needed deemed appropriate. Adoption and ~~changes~~ modifications to this policy will require the approval of a simple majority vote by the entire Town Board.

Bobbi Sindelar, Mayor

Attest: Jessica Koenig, CMC, Town Clerk

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.f

Consent Agenda

Meeting Date: February 10, 2021

Initiated By: Jessica Clanton

Dept: Finance

AGENDA TITLE

Resolution 21-24: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE TRAVEL POLICY

SUMMARY

The Travel Policy provides uniform guidelines for all Town employees who travel and conduct business on behalf of the Town. The policy applies to lodging, transportation, mileage, meals, and other travel-related expenses. On January 27th, 2021, the Finance Committee reviewed and recommended the Travel Policy's approval through a Memorandum of Recommendation attached.

HISTORY AND PREVIOUS BOARD ACTION

On September 13th, 2017, the Board of Trustees approved the Travel and Expense Reimbursement Policy through Resolution 17-40.

RECOMMENDATION

Staff recommends approval of Resolution 21-24, approving the Travel Policy.

ALTERNATIVES

ATTACHMENTS

1. Reso 21-24 Travel Policy
2. TRAVEL POLICY_2021
3. Memo of Recommendation - Travel Policy - Finance Committee 01-27-2021

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 21-24

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE TRAVEL
POLICY**

WHEREAS, the Town of Firestone previously adopted the Travel Policy (“Policy”) for the Town; and

WHEREAS, the Board of Trustees finds that such Policy should be updated with the goal of promoting and supporting the efficient, beneficial and effective use of the Town’s resources; and

WHEREAS, the Town Manager, Director of Finance and Consultants collaborated to develop an updated policy, which has been presented to the Board of Trustees; and

WHEREAS, the Board of Trustees finds that the proposed policy meets the goals it established and also supports the Town’s fiscal responsibilities.

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

Section 1. The Board of Trustees hereby approves and adopts the Town of Firestone Travel Policy in substantially the same form as the copy attached hereto and made a part of this resolution.

Section 2. All prior Travel Policies or amendments thereof adopted by the Town are repealed in their entirety.

PASSED AND ADOPTED this 10th day of February 2021.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

TOWN OF FIRESTONE TRAVEL POLICY

ADOPTED FEBRUARY 2021

The Town recognizes the necessity for employees to travel for Town business and is committed to financial stewardship to protect Town taxpayer funds to preserve the confidence of the taxpayers. This policy provides uniform guidelines for all Town employees who travel and conduct business on behalf of the Town. The policy applies to all travel expenses for which Town funds are disbursed, including lodging, transportation, mileage, meals and other travel-related expenses.

TRAVEL REQUIREMENTS AND RESTRICTIONS

All travel must be approved by the Employee's direct supervisor or Department Director prior to booking transportation and lodging.

Department Directors must inform their employees traveling for Official town Business of travel reimbursement policies and ensure that employees adhere to them.

All travel for Department Directors must be approved by the Town Manager prior to booking transportation and lodging.

In-state or out-of-state travel for Official Town Business may be eligible for reimbursement or payment for Travel Expenses; however, overnight stays are generally not permitted in the Denver Metro area (including Boulder and Ft. Collins) or for destinations within a 50-mile radius of Town Hall, Police Facility or Public Works unless the Department Director or Town Manager approves the overnight stay in advance under the circumstances (for example, conferences that have activities well into the evening).

All travel is subject to audit either by external auditors and/or by the Finance Department.

The Employee must always choose the most reasonable cost and means for the travel under the circumstances.

When the Town employee is accompanied by a non-employee, the non-employee's travel expenses must be purchased using personal funds. Town funds will be extended to the Town employees on official Town Business only.

If the scheduled trip is cancelled, the Employee shall, upon learning of the cancellation, immediately refund all travel advances to the Town that are refundable.

The Employee must always request tax exempt status when making reservations or any travel related purchases. A copy of the Town's tax-exempt certificate is available on the Shared Drive (G:\Finance). For out-of-state travel, note that airlines, hotels, and other vendors may not honor the Town's tax exempt status.

Authorization for travel is subject to available travel funds being appropriated in the annual budget.

Gratuity for services should be reasonable based on the type of service rendered and not more than 20%.

Housekeeping tips are not reimbursable.

UNAUTHORIZED TRAVEL EXPENSES

Without limitation, the following expenses are unauthorized, shall not constitute Travel Expenses under this Policy, and shall not be reimbursed or purchased with Town funds:

- All expenses incurred by Town employee's family members or other persons not on Official Town Business
- Alcoholic beverages
- Personal clothing and accessories
- Laundry or cleaning services
- Sporting or entertainment activities such as golf, tours or other extracurricular activities
- First Class or Business Class Airfare
- Airline change fees, travel insurance, travel upgrades or excess baggage fees (unless approved, in advance, by Department Director or Town Manager)
- In-room movies, room services or other personal lodging services
- Replacement value of any personal items lost, stolen or damaged while traveling on Official Town Business
- All other personal expenses not for the benefit of the Town

AUTHORIZED TRAVEL EXPENSES

- **TRANSPORTATION (AIR, BUS, RAIL)** - Travel may be accomplished by commercial airline, Town-owned vehicle, rail, personal vehicle, courtesy transportation, or local public transportation such as a bus, shuttle service, ride share platform or taxi. Low cost or free conference shuttles should be the primary option when provided and employees are encouraged to ride together (carpool) to obtain the lowest cost for the Town.
 - All travel fares (air, bus and rail) should be purchased at the lowest coach fare available, whenever possible to assure the timing of such travel meets the needs of the Employee to conduct Official Town Business.
 - Direct flights shall be considered the standard, even though flights with connections and/or layovers are often less expensive.
 - Baggage fees are allowed for one checked-in or carried-on piece of luggage. Situations requiring more than one checked bag (i.e. for presentation materials, etc.) require Department Director approval.
 - Early-check in and other reasonable fees are reimbursable.
 - Fares shall be purchased using Town issued credit card or Town check. The Town employee may receive reimbursement if detailed receipts and appropriate forms are provided to the Finance Department.
 - Use of Toll Roads/Express Lanes: In general, a reasonable alternative to using toll roads/express lanes should be utilized. In cases of emergencies, extenuating circumstances, or the location of the destination in relation to using a toll road versus a non-tolled route, employees should use appropriate judgment or obtain prior supervisor approval as the situation warrants.
 - Mileage for travel in a personal vehicle will be reimbursed at the IRS reimbursement rate after travel has been completed. Travel distances will be calculated from the employee's starting destination (primary work address or home address) to the travel destination.
 - Rental Car - Town employees who are renting vehicles for Town business have coverage through CIRSA. There is no need to buy the rental companies coverage.

- Parking – In all cases, but within reason, costs for parking should be kept to a minimum. Parking costs with receipt shall be reimbursed.
 - Hotel Parking: Self-parking shall be utilized, if available. Valet parking is allowed if it is the only option available. The employee shall pay the difference for additional costs of covered parking or valet service when other options are readily available.
 - Airport Parking: On-site airport parking shall be reimbursed, so long as it is for the most economical daily rate. Off-site airport parking can be utilized and shall be reimbursed, so long as the rate is equal to or less than the on-site economical daily rate. Employees may choose which airport lot they wish to utilize but must pay the difference of any parking that exceeds the most economical on-site per day rate.
- **LODGING** - The Town shall reimburse Employees for lodging expenses based on actual cost.
 - All lodging bookings should be purchased at the lowest or moderate price.
 - Lodging is allowed only for the number of nights necessary to attend to the Official Town Business. Extra nights shall be at the Employee's expense.
 - If approved by the Employee's direct supervisor or the Department Director in advance, (1) if the Official Town Business event ends at 5:00 pm or later, it may be permissible to stay that evening and fly home the next day, or (2) if the Official Town Business event begins at 9:00 am or earlier, it may be permissible to stay the evening before.
 - The nightly hotel rate will be limited to the GSA rate for the Destination Town. If the Employee wishes to stay at a hotel with a rate above this limit, an explanation must be shown on the Travel Request Form when submitted to the Employee's supervisor or the Department Director. Extra costs in lodging due to employee's guests must be at the employee's expense. These and other personal expenses (personal phone calls, room service, in-room movies, etc.) must be paid for separately using personal funds.
 - Lodging shall be purchased using Town issued credit card or Town check prior to travel or, if the Town employee used their personal funds, the Employee may receive reimbursement for lodging.
- **MEALS AND INCIDENTAL EXPENSES WHILE ON TRAVEL (OVERNIGHT STAYS)** - The Town shall provide the Employee reimbursement for meal and incidental expenses. Prior to travel, Employee must elect a meal reimbursement option listed below. The options available for meal reimbursements are:
 1. **ACTUAL COSTS**: Actual expense reimbursement or use of Town credit card for meals, tips and snacks. If the actual costs reimbursement or Town credit card option is chosen, an itemized receipt must be submitted for every expense.
 2. **PER DIEM**: Per Diem per the GSA Per Diem method for meals and incidentals for the whole trip.
 - Meal Per Diem: The Town will reimburse based on the per diem allowance rate established through federal guidelines and GSA in the form of a Town check. If Employee opts for the per diem method, the 'Meals & Incidental Breakdown' chart should be included with the approved Expense & Mileage Reimbursement Form. The Per Diem Allowance rate includes breakfast, lunch, dinner and incidental expenses. Funds can be also be requested in advance of travel.
 - If a travel advance at the per diem rate is requested, it must be done through the normal accounts payable process and on a regularly scheduled check cycle.

- If a travel advance at the per diem rate was provided to employee, Town issued credit card should not be used for meal expenses.
- If actual costs are more than the per diem amount, the employee is responsible for the additional amount. If actual costs are less than the per diem amount, the employee may keep the balance.
- No receipts are required when using per diem.
- Incidental Per Diem: The GSA incidental per diem rate is allowed for travel requiring an overnight stay for tips and other miscellaneous incidentals.
- Per Diem Rates: Per Diem rates should be determined by going to the following links and entering in the appropriate information. See Instructions tab on Expense & Mileage Reimbursement form for instructions and example.
 - Per Diem Rates Look-Up:
<https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup>
 - Meals and Incidental Expense (M&IE) Breakdown:
<http://www.gsa.gov/portal/content/101518>
 - If travel days are less than a full day, the per diem for those days is pro-rated according to the GSA M&IE Breakdown chart.
 - The conference or travel-related event may provide some or all of the meals. When this occurs, the employee must not seek travel advance or reimbursement for this meal regardless of whether using the Per Diem or Actual costs method. The choice to eat on your own when a meal is provided by the conference or event is not an allowable expense. Dietary needs of the Employee may be considered as it relates to conference offered meals.

POLICY REVIEW

The Finance Department will review the travel expenditures periodically to ensure that the Town is adhering to the framework outlined in this policy. Furthermore, the Finance Committee and the Finance Director will be responsible for reviewing the Travel Policy every two years. Adoption and modifications to this policy will require the approval of a simple majority vote by the entire Town Board.

Bobbi Sindelar, Mayor

Attest: Jessica Koenig, CMC, Town Clerk



MEMORANDUM OF RECOMMENDATION

TO: Board of Trustees

FROM: Finance Committee

CC:

DATE: January 27, 2021

RE: Travel Policy

The proposed Travel Policy has been reviewed by the Finance Committee at the January 27, 2021 meeting. With a vote of 4 for and 0 against, the Finance Committee of the Town of Firestone recommends the approval of the Travel Policy.

FINANCE COMMITTEE


Frank A. Jimenez, Chair

ATTEST:


Jessica Koenig, Secretary

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.g

Consent Agenda

Meeting Date: February 10, 2021

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 21-25: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND VECTOR DISEASE CONTROL INTERNATIONAL LLC FOR INTEGRATED MOSQUITO MANAGEMENT SERVICES

SUMMARY

A Professional Service Agreement with Vector Disease Control International, LLC to provide integrated mosquito management services annually for the Town of Firestone.

HISTORY AND PREVIOUS BOARD ACTION

There has been no previous Board action on this service. Historically, the Town of Firestone's Public Works Department has provided annual mosquito mitigation. During the 2021 Budget preparation, Staff examined the cost to continue to provide this service in house. With the equipment's current age and condition, the need for replacement, the Town's growth, and staff overtime cost, alternate solutions were investigated. Vector Disease Control International LLC was selected because of the professional service they can provide and is the leading provider of integrated mosquito management services in Colorado. This professional service's annual cost is less than what is annually budgeted for Public Works to provide this service.

RECOMMENDATION

Staff recommends approval of Resolution 21-25, a resolution approving the Professional Services Agreement with Vector Disease Control International, LLC for integrated mosquito management services.

ALTERNATIVES

The Board may choose not to approve Resolution 21-25 and provide Staff with additional direction.

ATTACHMENTS

1. Res 21-25 Vector Disease Control International LLC
2. Professional Services Contract-VECTOR DISEASE CONTROL INTERNATIONAL, LLC
3. 2021 Firestone CO Proposal.1 -Signed

FINANCIAL CONSIDERATIONS

The agreement includes an amount not to exceed \$35,500.00. Sufficient funds are available in the Stormwater Fund-Operations account.

RESOLUTION NO. 21-25

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF
FIRESTONE AND VECTOR DISEASE CONTROL INTERNATIONAL LLC FOR
INTEGRATED MOSQUITO MANAGEMENT SERVICES**

WHEREAS, the Town of Firestone (“Town”) is in need of professional services to provide integrated mosquito management services; and

WHEREAS, Town staff reviewed the qualifications and recommendations for mosquito management services and selected Vector Disease Control International LLC based upon the quality of their recommendations and ability to meet the Town’s needs.

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

The Agreement between the Town of Firestone and Vector Disease Control International LLC for integrated mosquito management services is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 10th day of February, 2021.

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 10th day of February, 2021 (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 **VECTOR DISEASE CONTROL INTERNATIONAL, LLC**, an independent contractor with a principal place of business at 7000 Broadway, Suite 108, Denver, Colorado 80221 ("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: **INTEGRATED MOSQUITO MANAGEMENT SERVICES**

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 \$35,500.00. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

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

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

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

V. OWNERSHIP

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

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

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

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

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

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who

perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

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

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

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**VECTOR DISEASE CONTROL
INTERNATIONAL, LLC**

By:



NO EMPLOYEE AFFIDAVIT

To be completed only if Contractor has no employees

1. Check and complete one:

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

OR

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

2. Check one.

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

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

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

OR

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

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

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

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

I, Jason W. Williams, 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]
Signature

1 February, 2021
Date

Arkansas
STATE OF ~~COLORADO~~)

) ss.

Pulaski
COUNTY OF)

The foregoing instrument was subscribed, sworn to (or affirmed) before me this 1st day of February, 2020, by Jason Williams as Regional of Vector Disease manager.

My commission expires: 2-26-23

(SEAL)

[Signature]
Notary Public



**EXHIBIT A
SCOPE OF SERVICES**

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

- Contractor shall perform the duties identified in Section II of the attached INTEGRATED MOSQUITO MANAGEMENT SERVICES PROPOSAL

INTEGRATED MOSQUITO MANAGEMENT SERVICES PROPOSAL FOR:

TOWN OF FIRESTONE, COLORADO
1/8/2020



VECTOR DISEASE CONTROL INTERNATIONAL, LLC

7000 Broadway, Suite 108, Denver, Colorado 80221

Phone: (303) 428-5908

Fax: (866) 839-8595

nbates@vdcil.net



THE TOWN OF FIRESTONE 2021-2023 INTEGRATED MOSQUITO MANAGEMENT SERVICES PROPOSAL

VECTOR DISEASE CONTROL INTERNATIONAL, LLC

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INTRODUCTION

Vector Disease Control International, LLC (VDCI) is committed to providing the best possible mosquito control services to our customers. We strive to improve the quality of human life in communities through education, surveillance and the control of mosquitoes and other disease vectors. We are also committed to research and the use and support of application technologies. VDCI is a company built on the foundations of public health, ethics, professionalism, and technical expertise. Many of our staff come from the field of public health and have experience with public mosquito control districts all over the country. At all times, we will conduct business professionally in a manner that protects the environment and the welfare of residents.

Starting with the simple idea to provide municipalities with the products and services needed to run effective mosquito control programs, VDCI now has operations in 20 states and over 25 years of experience as an industry leader. VDCI constantly strives to provide our customers with the best, most efficacious and scientifically sound integrated mosquito control programs possible.

Because it is often impossible to eradicate all mosquitoes in a given area due to their behavior patterns, resilient nature and enormous breeding potential, our goal is to manage mosquito populations within tolerable levels and simultaneously help prevent possible outbreaks of mosquito-borne diseases. To achieve this goal, we use the most effective combination of methods for controlling mosquitoes, including surveillance, public education, biological control and the use of insecticides, as established in both the American Mosquito Control Association (AMCA) and Centers for Disease Control and Prevention (CDC) guidelines. Habitat inspection of the service area coupled with collections from adult mosquito traps enable us to determine which species of mosquito are present, their population size and specific locations. This information is critical for determining when, where, and how often larvicides and adulticides need to be applied.

The employees of VDCI recognize and readily accept the special considerations that often surround the use of larviciding and adulticiding practices to abate mosquito populations within a mosquito control program. As a private entity working for you, VDCI looks forward to a close working relationship with all appropriate officials, and, as such, will work with and support you in all surveillance and application decisions. Additionally, with our fleet of over 250 trucks and 14 aircraft, we can provide both aerial and ground operations in any situation nationwide.

VDCI takes great pride in our ability of to protect the public's health from mosquitoes and mosquito-borne diseases and to provide a quality of life improvement for our residents. We invite you to review our proposal for providing comprehensive mosquito control services and we are confident that you will see that our qualifications, resources, extensive experience and commitment to excellence will allow for a successful and cost-effective partnership between VDCI and Firestone.

SECTION I. GENERAL CONSIDERATIONS

1. PROJECT DESCRIPTION

Vector Disease Control International (VDCI) will conduct a comprehensive Integrated Mosquito Management (IMM) Program for the Town of Firestone within the service area as defined below.

Vector Disease Control International will employ established IMM principles and practices to dramatically reduce the number of larval and adult mosquitoes in the Town of Firestone. These principles and practices are based on a sound Integrated Pest Management (IPM) framework. Monitoring and suppression of both larval and adult mosquitoes will be based on an environmentally focused, least-toxic approach, that utilizes a combination of cultural, biological, and chemical controls to target and reduce all mosquitoes, including potential disease-vector populations and nuisance species, and which is economically feasible, with an emphasis on minimizing chemical adulticide applications.

2. PROJECT AREA

Vector Disease Control International understands and agrees that the Town of Firestone Mosquito Control Service Area consists of all areas within the external boundary of the City, as illustrated in the map below.



SECTION II. INTEGRATED MOSQUITO CONTROL SERVICES SCOPE OF WORK

1. REQUIREMENTS

VDCI will maintain current licensing and certifications to perform commercial mosquito control services in the State of Colorado.

Advanced Pest Management of Colorado, LLC d/b/a Vector Disease Control International, LLC is currently licensed and will maintain licensing to perform commercial mosquito control services in the State of Colorado (Colorado Department of Agriculture License No. 10261). See Appendix 1 for a copy of the License and Endorsements. VDCI currently employs more than 10 Colorado Department of Agriculture Licensed Qualified Supervisors.

VDCI will meet all Federal, State and Local requirements for storage, transport, dispensing and disposal of all products including pesticides.

Additionally, Vector Disease Control International, LLC will:

1. Warrant that all services provided will be in a professional and businesslike manner.
2. Comply with all aspects of the United States Department of Labor and the Occupational Safety and Health Administration's regulations concerning the hazards of the chemicals utilized in performance of the specification.
3. Provide entire labor staff directly, not through subcontractors, which staff shall have appropriate pesticide training and certification.
4. Provide telephone, facsimile and email communications capabilities.
5. VDCI will comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the City's safety regulations while on any City property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the City the right to terminate this agreement for cause.
6. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08, VDCI will meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
 - A. VDCI will certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program).

- B. VDCI will not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - C. VDCI will 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 public contract for services.
 - D. At the time of signing this public contract for services, VDCI has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in the E-Verify Program.
 - E. VDCI will not use either the E-Verify Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
 - F. If VDCI obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, VDCI will: notify the subcontractor and the City within three days that VDCI has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that VDCI will 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.
 - G. VDCI will comply with any reasonable requests by the Department of Labor and Employment (the Department) 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).
- 7. If VDCI violates this Section of this Agreement, the City may terminate this Agreement for breach of contract. If the Agreement is so terminated, VDCI will be liable for actual and consequential damages to the City.
 - 8. Provide all employees extensive classroom and field training on issues pertaining to; Pesticide and Applicator Laws and Regulations, Pesticide Labels and Labeling, Pesticide Use, Applicator Safety, Public Safety, Environmental Protection, Integrated Pest Management, Integrated Mosquito Management, and Equipment Use and Calibration.
 - 9. Provide all employees training on all pertinent OSHA regulations. Employees will be instructed on required Personal Protective Equipment (PPE) for each product, its use, care, and disposal. Employees will receive instruction on what to do in case of an emergency including and not limited to; spill procedures, vehicular accidents, personal

injury, West Nile prevention, environmental protection, and public safety. This training will include spill prevention, cleanup and disposal, and chain of command notification requirements.

10. Provide employees with all required Personal Protection Equipment as required by the EPA, Colorado Department of Agriculture, and OSHA.
11. Provide each employee VDCI company shirts so that they can be clearly identified as Mosquito Control Technicians by residents and City officials.
12. All vehicles are owned by VDCI and commercially insured under VDCI's master commercial automotive policy. All vehicles will be clearly marked with the company's name, town, state and telephone number per CO Dept. of Agriculture rules. No private vehicles will be used. All employees will have proper ID at all times while in the field.
13. All company vehicles used for pesticide applications are trucks, with pesticides being stored and secured in the truck bed separate from the passenger compartment. This conforms to DOT and Colorado Department of Agriculture Regulations.
14. All trucks are equipped with a correctly rated fire extinguisher, current Material Safety Data Sheets for all carried products, current labels for all carried products, employee first aid kit, and chemical spill/recovery kit.
15. Use no subcontractors or independent contractors to perform normal surveillance or treatment of areas. All personnel will be legal employees of the company providing the mosquito control services. All employees will be properly trained and licensed by the CO Dept. of Agriculture and covered by General Liability Insurance Policy and Workers Compensation Insurance.
16. Provide Labels and MSDS for all products used by the company upon request.
17. Provide General Liability/Auto/Workers Compensation insurance policy as required with a minimum comprehensive of \$1 million per occurrence general liability, claims-made policy including chemical and pollution coverage is required. The Town of Firestone will be named as additionally insured.

2. SURVEY AND MAPPING SERVICES

VDCI will survey the Town of Firestone lands designated in Section 1.2. VDCI will develop and maintain mosquito management service related information in GIS format, and will provide GIS maps indicating mosquito-breeding sites and larval control activity to the City as requested.

VDCI will accurately map and catalog all potential larval mosquito production sites within the proposed service area. VDCI will then use its proprietary database and tablet-based software to

create inspection routes that include maps overlaid on digital aerial orthophotography for accurate detail (see example below). VDCI will maintain and update this digital data as needed and will provide copies to the Town of Firestone.

3. LARVAL MOSQUITO SURVEILLANCE AND CONTROL

- I. VDCI will devote the majority of staff time to larval mosquito surveillance and control. VDCI will identify larval habitats within the Town of Firestone Service Area that are inspected throughout the season on a biweekly, weekly or monthly basis. VDCI will perform larval mosquito control operations from May through September (as needed, dependent on environmental conditions and presence of larvae). VDCI will continue to maintain a larval site history database that includes a site catalog number, date and time of inspections, wet/dry status of site, treatment (if any), product type and amount, estimated acreage treated, larval action threshold, documentation of any adverse incidents associated with treatments (NPDES/CDPS requirement), larval instars present and number of larvae present per dip.

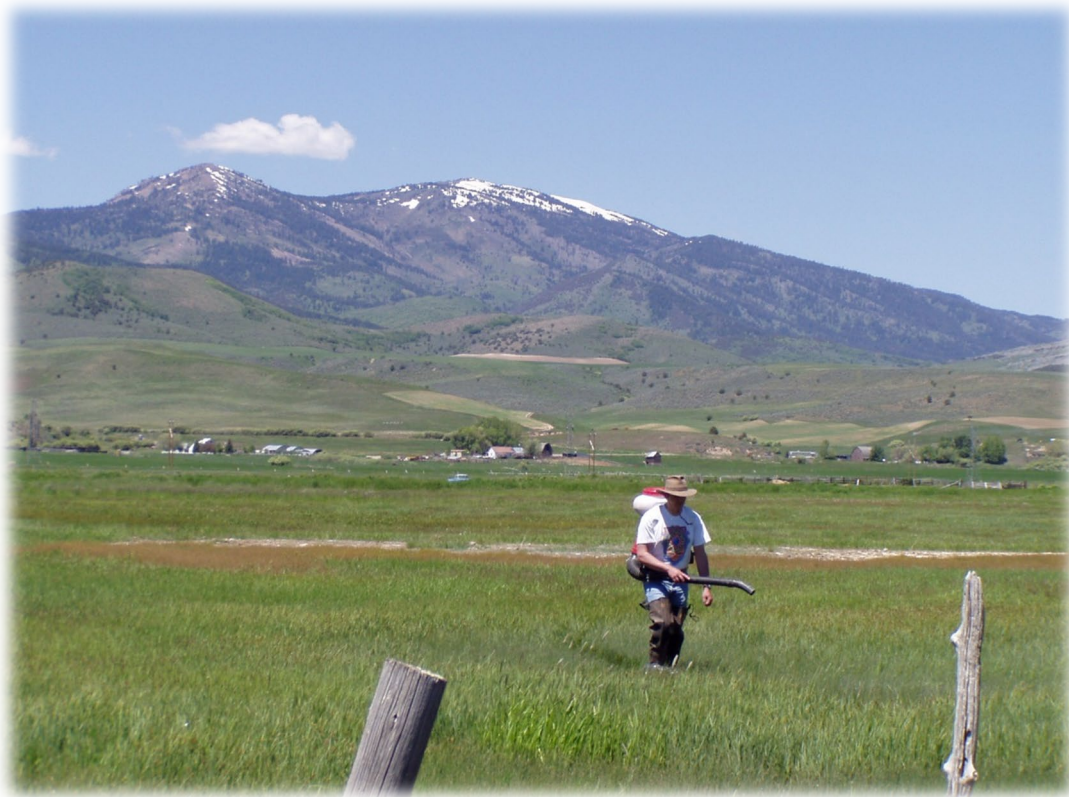


VDCI has continually updated our database system and associated GIS data layers with additional new-found breeding sites and changes in parcel ownership. VDCI will continue to improve the program effectiveness by surveying, mapping and methodically inspecting new sites to build a site history and identify problems areas as they are located.

- II. VDCI will utilize our advanced database to accurately maintain inspection sites, dates, treatments, methods, product amounts, products used for control, and population dynamics of the mosquito larvae collected.
- III. VDCI will continuously fine-tune our proprietary database to efficiently target larval mosquito control operational efforts. Our operations will include:
 - a. Targeted larval site inspections, as needed, at all previously identified and new found potential larval development sites. Site inspections will target larval sites based on past comprehensive site history data as recorded in our database. These data incorporate historic records of larval presence, larval densities, habitat size and type, water source, and weather data.
 - b. As sites are found that contain mosquito larvae, VDCI will first look to cultural or physical controls to reduce or eliminate standing water and larval development.

Water management and source reduction including clearing clogged ditches, hand digging of channels, and working with property owners to mitigate these sites will be implemented when applicable.

- c. VDCI will then, as appropriate, treat sites where mosquito larvae are detected with a “Prescription-oriented” least-toxic, biological control appropriate to the site. Larval control products will include; Vectobac (Bti), Vectolex (Bs), Altosid (methoprene), BVA 2 (highly refined mineral oil) and other registered larval control products as needed. All applications will be within label-specified rates and recorded in our database.
- IV. VDCI will perform random Quality Control field checks of previously inspected and/or treated larval sites. Quality Control inspections will be conducted regularly to ensure technician performance and pesticide efficacy. The Operations Manager or designated Quality Control Technician will also review data sheet entries to verify that sites are being inspected in accordance to site status and that larval control products are being applied according to habitat and water source information. Operational maps will be ground-verified to ensure accuracy and data collection will be screened prior to final submittal, in order to eliminate input error.



VDCI's LARVAL MOSQUITO CONTROL RESOURCES

- **Professional Staff:** VDCI will devote full-time field technicians and a Qualified Supervisor (licensed through the CO Dept. of Ag) to perform IMM-based larval mosquito control operations in the Town of Firestone. These technicians are fully trained via VDCI's classroom and field training program, and far exceed the minimum training standards set by the Colorado Department of Agriculture. All larval mosquito control work will be done by employees of Vector Disease Control International, who will be covered by VDCI's Worker's Compensation Insurance, and will not be subcontracted out.



- **Equipment:** Every technician will have access to a VDCI-owned fleet vehicle which is fully insured under VDCI's master commercial fleet policy and is equipped with all

necessary larval surveillance equipment, larval control application equipment, and biological larvicide products.

- **Infrastructure:** Because much of VDCI's operations are targeted toward larval mosquito control, many of our resources are used on infrastructure to facilitate these operations. VDCI's warehouses, material handling equipment, supply chain, data input, vehicle fleet, and application equipment are all designed to support our larval control operations.



- **Technology:** VDCI's proprietary and advanced database system will be used to analyze historical breeding site data, which decreases our environmental impact by targeting site inspections and microbial larvicide control applications.

We have specifically engineered our database with proprietary algorithms and reporting capabilities to utilize historical data collected from communities throughout Colorado to precisely target larval mosquito control locations, reducing unnecessary treatments. Targeting our applications with our historical data allows our operations to provide the

highest level of control while minimizing the quantity of larvicide being applied to the environment.

4. ADULT MOSQUITO SURVEILLANCE TRAPPING

- I. VDCI will conduct extensive adult mosquito surveillance trapping during the mosquito season (approximately the beginning of June through the end of August, weather permitting *or as requested by an authorized City Representative*) to monitor mosquito-borne disease risk and nuisance mosquito population levels. Trapping of adult mosquitoes at minimum will include:

- a. Weekly trapping at three (3) pre-determined permanent surveillance locations within the Town of Firestone Mosquito Control Service Area, as illustrated in Section I.2. Samples may be tested for West Nile Virus in cooperation with the Town of Firestone and the Colorado Department of Public Health and Environment.
- b. As necessary, VDCI may provide additional trapping with “floater” traps in areas of the City that are not covered by one of the permanent trap locations. Floater traps and Landing Rate Counts may be used to determine adult mosquito populations in areas where citizen complaints regarding high numbers of mosquitoes have been received and to determine whether spraying for adult mosquito control is needed (see Adult Mosquito Control, below.)
- c. CDC light traps, baited with dry ice (CO₂), will be used for permanent and floater surveillance trapping operations.
- d. Identification to genus and species, and total counts of adult mosquitoes will be completed within 24 hours of delivery of the specimens to VDCI’s lab if possible. Counts using statistically valid sampling methods will be used in large trap sample sizes (over 300 mosquitoes/trap).
- e. VDCI will maintain trap data via our proprietary database and make it available to the Town of Firestone Representatives.
- f. All mosquito trapping activities including the submission of mosquito pool specimens will be conducted in accordance with the protocols established in the CDPHE 2019 Mosquito Surveillance Plan.



VDCI's MOSQUITO SURVEILLANCE & LABORATORY RESOURCES

- **In-House Larval and Adult Mosquito Identification** is critical to accurate surveillance and timely response to spikes in vector and nuisance mosquito populations. While VDCI technicians are trained to perform larval field ID to the genus level, larvae may be periodically brought to VDCI's labs for comprehensive identification to the species level. VDCI ensures that highly trained lab ID specialists, who have access to high quality stereo zoom microscopes and scientific keys, perform the identification of both larval and adult mosquito species.
- 
- **Management:** All VDCI surveillance and laboratory services are managed by Dr. Michael "Doc" Weissmann. Dr. Weissmann holds a Ph.D. in Entomology from Colorado State University. Dr. Weissmann is a renowned expert in Dipteran biology and taxonomy.
 - **Personnel:** VDCI has 8 full-time field surveillance and laboratory technicians trained in mosquito trap operations and taxonomic identification of larval and adult mosquitoes to species level. All adult mosquito surveillance trapping will be done in-house and will not be subcontracted. Operation of the adult mosquito surveillance trap network will be completed by trained employees of Vector Disease Control International.
 - **Equipment:** The VDCI Surveillance Laboratories are fully equipped with 8 stereo zoom binocular microscopes, including one video/photographic microscope capable of projecting microscopic images onto computer screens or to projection equipment for wall sized viewing.
- 
- VDCI owns and maintains more than 100 CDC dry-ice baited Light Traps and 20 Reiter Gravid Traps and all associated equipment and hardware.
- **Infrastructure:** VDCI has over 500 sq. ft. of devoted Surveillance Laboratory facilities and an additional 100 sq. ft. of trap maintenance and dry ice storage space. In addition to the above-mentioned equipment, VDCI's lab facilities include other important equipment such as a deep freezer, multiple computer workstations, mobile dry ice holding containers, and a fleet of fuel-efficient vehicles specifically designated for surveillance operations.
 - **Technology:** All data generated and collected by the Surveillance and Laboratory staff is entered into VDCI's database system **within 24 hours** of processing.

5. ADULT MOSQUITO CONTROL

- I. In keeping with the framework of an IMM approach to mosquito control, VDCI will focus on minimizing the use of chemical pesticides and understands that adulticides are the last resort when dealing with the biting adult stage of the mosquito. The program offered by VDCI will implement adult mosquito control applications as a final resource option, in the interest of public health and safety, as well as environmental sensitivity. VDCI acknowledges and will execute the preference of biological controls, larvicides, over chemical controls, adulticides.

To control adult mosquitoes that exceed pre-set threshold levels or present a public health threat due to mosquito infections rates or elevated vector populations, a prescription-based adulticiding program will be used. Through our surveillance-based approach, and by producing consistent and frequent Adult Trap Data Reports (See image below), VDCI is able to make data-driven decisions to effectively provide targeted adulticiding applications at the right time and place.



Adult Trap Data - Detail

Start Date: 08/17/2020 End Date: 08/18/2020

Dacono, CO

Trap #	Date	Species	Count	Percent	
DC-05	CDC Light Trap	Weld	Dacono Southwest - Sweetgrass		
	08/18/2020	<i>Aedes dorsalis</i>	1	2.2%	
	08/18/2020	<i>Aedes trivittatus</i>	2	4.4%	
	08/18/2020	<i>Aedes vexans</i>	8	17.8%	
	08/18/2020	<i>Culex salinarius</i>	2	4.4%	
	08/18/2020	<i>Culex tarsalis</i>	32	71.1%	
		Total	45		

DC-07	CDC Light Trap	Weld	Dacono NW - Sharpe Farms		
	08/18/2020	<i>Aedes dorsalis</i>	3	2.2%	
	08/18/2020	<i>Aedes vexans</i>	16	11.8%	
	08/18/2020	<i>Culex tarsalis</i>	117	86.0%	
		Total	136		

DC-09	CDC Light Trap	Weld	Dacono Clem Dufour Park		
	08/18/2020	<i>Aedes dorsalis</i>	1	6.3%	
	08/18/2020	<i>Aedes vexans</i>	9	56.3%	
	08/18/2020	<i>Culex tarsalis</i>	6	37.5%	
		Total	16		

II. The use of chemical adulticide spray applications to control adult mosquitoes will be performed according to the following guidelines:

- a. Permethrin/PBO formulations such as AquaKontrol, Pursuit 4-4, and Aqualuer (or other products with similar/less toxicity as approved by the City), will be applied within the EPA registered application rates via Ultra Low Volume (ULV) dispersal equipment.
- b. Truck-mounted ULV dispersal will be the primary application method (ATV or hand-held ULV equipment may be used where appropriate). All ULV equipment shall be calibrated as needed, but not less than once annually.
- c. In-cab GPS equipment will be used to map all routes and observe shutoff requests and provide accurate record keeping. Real-time data, collected during the applications, will be used to produce detailed post-application maps depicting the vehicle's path, with areas treated and not treated clearly labeled, along with reports for all adulticide applications.
- d. Adulticide applications may be used *only* when nuisance or vector mosquitoes cannot be controlled to satisfactory levels by any other means (e.g. water management, vegetation control, biological controls, larvicide, etc.) and when any one of the following conditions exist:
 - There is an imminent threat of mosquito-borne disease transmission as directed by the Town of Firestone in cooperation with the Colorado Department of Health and Environment, or
 - When 100 adult mosquitoes are collected from any permanent CDC mosquito trap in a given night, or
 - In other areas of the City not routinely trapped, if a "floater" trap is set and there are 100 or greater adult mosquitoes captured per trap per night.

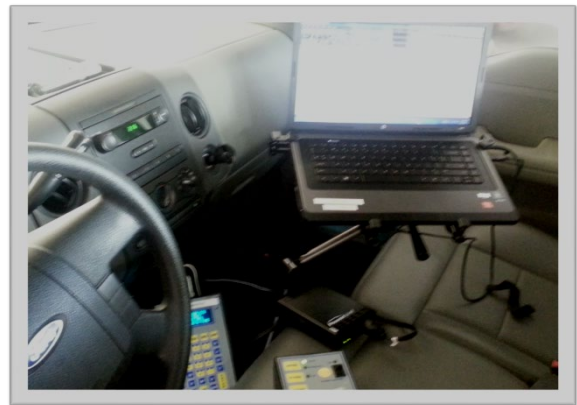


III. VDCI will coordinate with the Town of Firestone officials to schedule and perform Barrier Backpack applications using the residual adulticide TalStar (or comparable mosquito barrier products) and/or Ground-based Truck ULV mosquito spraying in the Town of Firestone Parks for outdoor community events. Applications of mosquito adulticides and or barrier products will typically be performed on the day of, or evening prior to, any scheduled and agreed upon Town events.

In addition, VDCI will make available to residents of the Town of Firestone private Barrier applications at an additional per service cost. The price of each application is determined by the size and complexity of the treatment area. *Payment of these private treatments is the sole responsibility of the property owner.*

VDCI's ADULT MOSQUITO CONTROL RESOURCES

- **Personnel:** All ground-based adult mosquito control applications are performed by VDCI management staff and veteran seasonal employees with specialized training in ULV (ultra-low volume) adulticide spraying and will not be subcontracted. Currently VDCI has over 15 fully trained personnel capable of performing ground based ULV applications. This level of staffing and expertise can handle any typical weekly application needs or even any atypical public health emergency situation at a moment's notice.
- **Technology:** VDCI will use the most advanced truck-mounted ULV application equipment available to provide great accountability in all phases of the application. Several vehicles will be equipped with GPS tracking units capable of delineating the spray routes of the vehicle. These units record at three (3) second intervals the date, time, latitude, longitude, and sprayer status (on or off). Detailed maps, graphically illustrating the application data, can be produced after each spray operation and provided to the City upon request. Our technology can also identify and mark all properties that have requested to be call notified and/or shutoff from any adulticide applications in their area.
- **Application Accountability:** Our primary objective whenever we apply pesticides is to achieve the greatest possible level of mosquito reduction while minimizing pesticide use in as environmentally accountable manner as possible. This commitment can be evidenced by our investment in application technologies such as on-board mapping, monitoring systems, and droplet measuring equipment. Together, these instruments allow us to not only apply the proper amount of product in the proper treatment area, but they also allow us to monitor every aspect of the application event. Consequently, pesticide application is maximized in the target area and the risk to adjacent, non-target areas is greatly minimized.



VDCI utilizes a proprietary live-mapping display that provides unparalleled accuracy of ground ULV treatments. Our on-board, computer-based GPS mapping and tracking system has the ability to provide accurate ULV treatments within the designated spray

blocks/areas. This technology will be used in the Town of Firestone during the 2021 mosquito season.

Variable flow technology assures accurate insecticide application rates that will deliver the proper amount regardless of vehicle speed. Post treatment maps will contain the insecticide name, registration number, the total amount of product used in the treatment, and the dates and times of the treatment along with a delineation of the movements of the vehicle within the treatment area. This allows for unparalleled accuracy and accountability.

- **Equipment and Capabilities:** With our large fleet of truck-mounted ground-based ULV adulticiding equipment, VDCI has the capacity to cover more than 1,250 linear miles of streets and roadways in one night. That equates to over 70 square miles or over 45,000 acres per night. In 2021, VDCI will have more than 12 spray units available on the Front Range of Colorado alone, with an additional 8 units on the western slope.



- **VDCI's History:** VDCI has extensive experience with emergency and comprehensive adult mosquito control applications. VDCI (as Colorado Mosquito Control) was the contractor hired by the Larimer and Weld City Departments of Health and Environment, as well as the Cities of Fort Collins, Loveland and Longmont during the West Nile Virus Public Health Sprayings in 2007, 2012, 2013 and 2015. VDCI not only has the capacity, with respect to equipment and staffing, but possesses the expertise and experience needed when scheduling, planning, and supplying the required materials. VDCI has always been able to coordinate emergency response applications in a moment's notice. We pride ourselves on our ability to meet the needs and specifications of our municipal accounts to successfully achieve the objectives of suppressing West Nile risks, all within accordance of the guidelines set forth by the CDC and Colorado Department of Agriculture.

VDCI's PUBLIC HEALTH EMERGENCY SURVEILLANCE & ADULTICIDE SERVICES

We have included contractual price quotes for additional vector mosquito surveillance trapping and a per mile cost for additional adulticide applications in the event of a large-scale public health emergency. At the request of the City, and in consultation with CDPHE and CDC Ft. Collins, Vector Disease Control International will provide the following Optional Public Health Emergency Services at an additional cost:

- **CDC Light Trap and/or Reiter Gravid Trap Surveillance**

Upon request, VDCI will operate additional CDC light traps and/or Reiter gravid traps for expanded adult mosquito and disease vector mosquito surveillance within the Town of Firestone.

Identification of the trapped mosquitoes will be performed the following day after the mosquitoes are returned to the lab. The trapped mosquitoes will be counted and identified to the following species; *Culex tarsalis*, *Culex pipiens*, *Aedes/Ochlerotatus* species.

Cost per trap/night: \$125.00

Cost includes all equipment, dry ice, vehicles, labor, shipping and reporting.

- **Ground-based Truck ULV Adulticide Application**

VDCI will undertake emergency ground-based truck ULV adulticide spraying in accordance with U.S. EPA, Colorado Dept. of Agriculture, and Colorado Dept. of Health and Environment regulations in the event of a declared public health state of emergency that exceeds the scope of the existing program. VDCI will, at the City's request, organize and coordinate all spraying operations for public health response.

Cost per linear spray route mile: \$85.00

Cost includes all equipment, vehicles, pesticide products, labor, and liability insurance.

- **Aerial ULV Adulticide Application via Fixed-Wing or Rotary-wing Aircraft**

VDCI has extensive experience with aerial mosquito control application and would oversee and direct such applications. All aerial adulticide applications would be performed by experienced and insured aerial applicators, licensed through the Colorado Department of Agriculture. This work would be done through Vector Disease Control International's aerial division. Prices would be subject to the size of the designated spray area, application material selected, and current pricing.

6. PUBLIC OUTREACH & EDUCATION

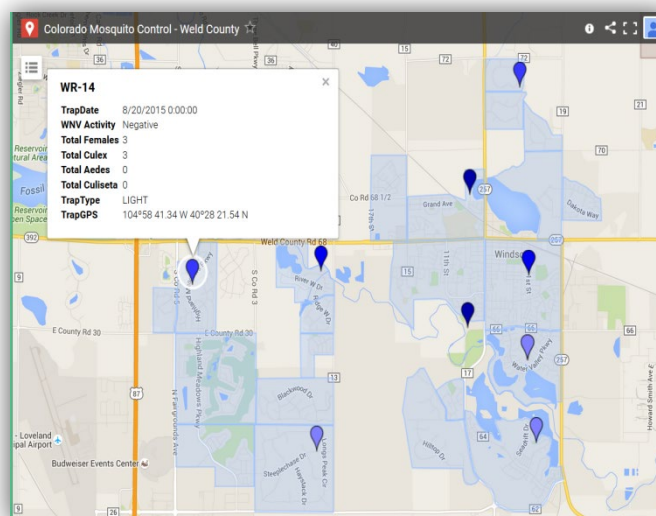
Since our inception in 1992, VDCI has believed in and demonstrated that a strong Public Outreach and Education Program is one of the keys to success in providing large-scale municipal mosquito control programs. Listening to citizen complaints and inquiries can aid in evaluating the effectiveness of a program. VDCI constantly looks for ways to better serve the communities we work with and appreciates citizen involvement in the betterment of the program. We have clearly demonstrated our commitment and belief in the strength of public outreach and education by proactively serving the Town of Firestone over the years with numerous innovative programs, activities and services as described below.

VDCI WEBSITE

Our website, www.vdci.net/colorado, is the leading website in the State of Colorado when it comes to providing up-to-date, factual, and comprehensive information on, and links to, mosquito biology and control, mosquito-borne diseases, pesticide toxicology information, and a wealth of topics relating to mosquitoes. VDCI will continue to maintain this website, including daily spray schedules of planned adulticide areas within the Town of Firestone.

Our website continues to serve as an integral part of the dissemination of operational data to citizens with little request for resources or time required by the Town and its employees.

VDCI maintains and will continue to maintain website links to CDPHE (Colorado Dept. of Public Health & Environment), and NPIC (National Pesticide Information Center and CDC (US Centers for Disease Control).



MOSQUITOLINE™

VDCI will continue to maintain a toll-free telephone line at **(877) 276-4306** for customer service calls. We will accept calls from the public at any point concerning, but not limited to the following topics:

- Opting out of any adulticide spraying via a “shut-off list” which is updated annually and as new requests are received from private property owners.

- Request a telephone or email notification when adulticide spraying is planned in and around their neighborhood.
- Report mosquito annoyance areas and request floater traps at their residence.
- Report standing, stagnant water that may indicate the presence of larval sites or adult mosquito harborage.
- Request information about mosquito populations within the community.
- Request information on how to control and/or prevent mosquitoes on their property and mosquito-borne diseases such as WNV, WEE and SLE.
- Request health and safety information about mosquito control operations and pesticide products used in the Town of Firestone Mosquito Control Services Program.
- Request backyard inspections and information on inspection activity and larval production at sites of interest.

VDCI will maintain a log of calls received including date, name, address, type of call, response, resolution, and resolution date.

IMMEDIATE RESPONSE™

VDCI introduced the concept of a 24-hour response/resolution time to all mosquito annoyance complaints in 1994 with our trademarked ImmediateResponse™ System. VDCI will continue to respond accordingly to all mosquito related complaints and will refer any service related complaints to the Town of Firestone.

- VDCI will verify the validity of mosquito annoyance complaints by on-site inspection including; adult mosquito trapping via nearby pre-determined trap locations or floater traps, as needed, or landing rate counts (10 females mosquitoes per 5 minute period = annoyance level) and/or larval dip surveillance in local breeding sites.
- VDCI will resolve all complaints, *whenever possible*, within 24-hours to the satisfaction and standard of the Town of Firestone.
- VDCI will provide education, either verbally or through printed materials to the complainant in an effort to promote self-management of local mosquito problems.

CALL AND EMAIL NOTIFICATION AND SHUTOFF SYSTEM

VDCI will continue to maintain a comprehensive Call and Email Notification & Shutoff database and will notify residents on the list when conducting ULV adulticide applications near their property. All Shutoff locations are mapped in our proprietary database. Notification & Shutoff forms are available online and may be submitted via VDCI website, email or by mail. VDCI will mail renewal request forms each season and perform all updating of resident information as it is received.

DAILY POSTING OF ULV SPRAY ZONES

Areas scheduled for ULV truck spraying will be posted by 3pm daily on VDCI's website: www.vdci.net/colorado

WELD COUNTY

Town of Johnstown : Thompson River Ranch, Jt Central, Rolling Hills Ranch

Tuesday, August 29

Dacono: Sharpe Farms; Sweetgrass; Eagle Meadow.

Garden City: Town Limits.

Gilcrest: Town Limits.

Greeley: North Public Works area; Island Grove Park; Coyote Run area; Epple Park/Pheasant Run; Country





VDCI is a company built on the foundations of public health, ethics, professionalism, and technical expertise. We establish vector management programs that are based on an understanding of the underlying vector's ecology and rooted in the current science of environmentally sound control measures. To learn more about VDCI services, gain greater insight on the various mosquito species as well as the potential diseases they vector, please subscribe to our blog.

We are committed to protecting public health through excellence in vector management and we are proud to serve your community!

VDCI's PUBLIC OUTREACH PROGRAM & EDUCATION RESOURCES

- **Innovative Programs:** VDCI has worked with dozens of municipalities on numerous public events across the state since our inception to supply information and provide personalized educational programs about mosquitoes, mosquito-borne illness, and public health. We have also provided personnel, larval and adult mosquito specimens, equipment such as light traps and microscopes, signs, etc. to various groups in need of such educational items. We have set-up booths at Fairs, Farmers' Markets and during West Nile Virus education outreach events in past years and will continue to do so for our customers.
- **Technology:** VDCI was one of the first mosquito control organizations in the United States to publish adult mosquito control spray schedules on the web. Additionally, our website www.vdci.net/colorado has been a leading source for up-to-date, factual and comprehensive information on, and links to, mosquito biology and control, mosquito-borne disease, pesticides, and many other issues relating to mosquitoes in the State of Colorado (and the US) for several years.



7. REPORTING

- I. VDCI will provide all maps, records, logs, complaints, correspondence, and reports to the Town of Firestone, where applicable and as requested by the Town, in a common, easy to use, electronic/digital format or hard copy. All data listed above will be provided within 2 weeks of request, if not sooner.
- II. VDCI will provide the Town of Firestone Representatives with weekly trap counts, prior to close of business on Friday of each week (barring extenuating circumstances).
- III. VDCI will submit monthly reports of operational efforts for the months of June through August. Monthly reports will include, at a minimum:
 - Updates on disease vector mosquitoes: local, state and national
 - Overall mosquito surveillance operations and breeding site activity
 - Larval control operations
 - Adult control operations
 - Chart all activity:
 1. Larval inspection and control data
 2. Adult surveillance data
 3. Adulticide data
- IV. VDCI will submit an annual report by November 30th of the current contract year. At minimum, the annual report will include:
 - Mosquito Control Objectives
 - Detailed overview of the previous season
 - WNV, Western Equine Encephalitis and St. Louis Encephalitis overview
 - Larval mosquito surveillance and control
 - Adult surveillance & laboratory results
 - Adult mosquito control data
 - Public relations and education activities
 - Summaries
 - Graphs, charts and data summaries
 - Any other pertinent information

VDCI's REPORTS AND RECORD KEEPING RESOURCES

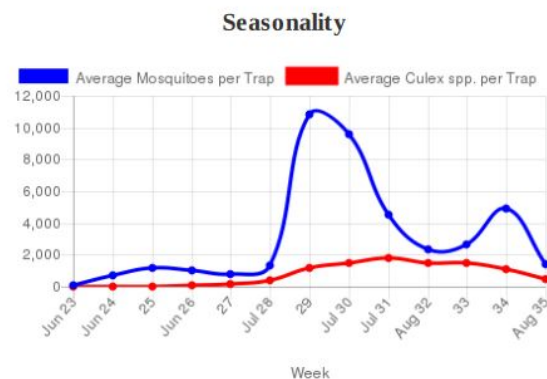
- **Personnel:** VDCI has dedicated office staff to handle all incoming telephone communications, computer data entry, website and notification updates, and report generation.
- **Equipment and Technology:** VDCI possesses a state-of-the-art server supported computer network with T-1 high-speed internet access, numerous computer workstations, printers, faxes, and scanners, all designed to support our proprietary database software systems. At VDCI, we view technology as the key to continued effective, efficient, cost-beneficial and environmentally sound mosquito control for today and well into the future.

2019 Weld County Health Department Trap Composite Data

Total number of trap/nights set:	63
Total number of mosquitoes collected:	41,482.0
Average mosquitoes per trap/night:	658.4
Average Culex per trap/night:	152.8

Species collected and abundance:

<i>Aedes cinereus</i>	1.0	0.0%
<i>Aedes dorsalis</i>	4,434.0	10.7%
<i>Aedes hendersoni</i>	9.0	0.0%
<i>Aedes increpitus</i>	74.0	0.2%
<i>Aedes melanimon</i>	108.0	0.3%
<i>Aedes nigromaculis</i>	8.0	0.0%
<i>Aedes trivittatus</i>	12.0	0.0%
<i>Aedes vexans</i>	26,807.0	64.6%
<i>Anopheles freeborni</i>	6.0	0.0%
<i>Coquillettidia perturbans</i>	1.0	0.0%
<i>Culex erythrorhax</i>	4.0	0.0%
<i>Culex pipiens</i>	496.0	1.2%
<i>Culex salinarius</i>	235.0	0.6%
<i>Culex tarsalis</i>	8,894.0	21.4%
<i>Culiseta inornata</i>	393.0	0.9%



SECTION III. VDCI KEY MANAGEMENT AND PERSONNEL

Vector Disease Control International is a professional organization dedicated to providing comprehensive state-of-the-science large-scale mosquito control contracted services to municipalities and other organizations. VDCI's mosquito management programs are designed, implemented, and supervised by experienced, trained, and licensed personnel with over 80 years of combined field mosquito control experience, including Board Certified Entomologists.

Daniel Markowski, Ph.D. ***Vice President***

Dr. Markowski has been involved in pest control practices for over 25 years, highlighted by his involvement in several mosquito-borne disease outbreaks throughout the nation.

Education:

B.S. in Biology (1991), Memphis State University. Emphasis in Entomology, focusing on the management of pest species.

M.S. in Zoology (1993), University of Rhode Island. Thesis research concentrated on the bionomics of deer ticks, *Ixodes scapularis*, and their role in Lyme disease transmission.

Ph.D. in Biology (1998), University of Rhode Island. Dissertation research focused on the genetic analysis of northeastern populations of *Ixodes scapularis* using molecular analysis tools.

Jason W. Williams ***Regional Director***

Mr. Williams has 20 years' experience in mosquito control including nine years as Biologist at the City of Chesapeake Mosquito Control Commission in Chesapeake, VA, three years as an Entomologist performing malaria control internationally, and seven years overseeing Regional Operations with VDCI.

Education:

B.S. in Biology (1998), Old Dominion University.

M.S. in Biological Oceanography (2000), Old Dominion University.

Memberships:

Virginia Mosquito Control Association (2000-2010) - President (2006-2007)

Texas Mosquito Control Association (2009-Present)

American Mosquito Control Association (2001-Present)

Licensed:

Certified Commercial Applicator – Texas Department of Agriculture

Michael J. “Doc” Weissmann, Ph.D.
Chief Entomologist/Surveillance Manager

30 years’ experience with insect identification, behavior, and public education. Faculty Affiliate in the Department of Bioagricultural Sciences and Pest Management at Colorado State University, Ft. Collins, Colorado.

Education:

B.A. in Environmental, Population, and Organismic Biology (1982 Graduated with Distinction and elected to Phi Beta Kappa), University of Colorado at Boulder.

M.A. in Environmental, Population, and Organismic Biology (1986), University of Colorado at Boulder. M.A. thesis research focused on the biology of the water-stick insect, *Ranatra fusca*, in Colorado and their potential as a biological control agent against mosquitoes.

Ph.D. in Entomology (1995 and elected to Sigma Xi), Colorado State University at Ft. Collins. Dissertation research focused on the biology of the giant sand treader camel cricket, *Daihinibaenetes giganteus*, at Great Sand Dunes National Monument, Colorado.

Memberships:

American Mosquito Control Association

West Central Mosquito and Vector Control Association

Licensed:

Qualified Supervisor – CO Dept of Agriculture: Public Health 110 & Aquatics 108

Seasonal Staff:

All VDCI seasonal employees are fully trained per Colorado Department of Agriculture regulations in all aspects of modern mosquito control operations, including; mosquito biology, field inspection and surveillance techniques, safe handling and application of pesticides and public relations. VDCI will hire and train additional employees as required to fulfill our contractual obligations.

SECTION IV. REFERENCES

City of Fort Collins

Mr. Matt Parker
1745 Hoffman Mill Road
Fort Collins CO, 80524
(970) 416-2815
MParker@fcgov.com

City of Longmont

Mr. Dan Wolford, Dir. Of Open Space
350 Kimbark St.
Longmont, CO 80501
(303) 774-4691
dan.wolford@ci.longmont.co.us

Town of Parker

Mr. Tom Williams
Director of Public Works and Engineering
2012 East Mainstreet
Parker, CO 80138
(303) 840-9546
twilliams@ci.parker.co.us

City of Windsor

Mr. Terry Walker, DPW Director
301 Walnut St.
Windsor, CO 80550
(970) 686-7476
twalker@windsorgov.com

Additional references will be provided upon request.

ATTACHMENT "A" - PRICING

VECTOR DISEASE CONTROL INTERNATIONAL, LLC 2021-2023 CONTRACTUAL SERVICE COST SUMMARY August 26, 2020

Town of Firestone Integrated Mosquito Management Program

The following price is quoted on a complete seasonal basis and will be fully earned. The complete seasonal cost will not be exceeded without the approval of Town of Firestone. This program is offered by VDCI as a comprehensive integrated mosquito management program specifically designed for Town of Firestone as a strategy to preclude local mosquito-borne disease transmission and associated problems from mosquito annoyance. Please see the previous services description pages for more detailed information. This proposal includes all labor, insecticides, vehicles, equipment, liability/auto/workers comp. insurance coverage, administrative support, and overhead expenses.

A. General Services

1. Liability/Auto/Workers Comp Insurance Coverage
2. MosquitoLine® Customer Response System
3. ImmediateResponse® System
4. Geographic Information System (GIS)
5. Proprietary Online Database
6. Annual Report
7. Public Relations & Community Outreach
8. Quality Control

B. Larval Mosquito Control Services

9. Larval Site Inspections and Larvicide Applications

C. Adult Mosquito Surveillance Services

10. Adult Mosquito Trapping and Identification

D. Adult Mosquito Control Services

11. Residual Barrier Adulticide Applications
12. ULV Adulticide Applications

**TOWN OF FIRESTONE, COLORADO
INTEGRATED MOSQUITO MANAGEMENT PROGRAM
PROPOSED SERVICE COST FOR 2021...\$35,500.00**

ATTACHMENT "B" - HOLD HARMLESS, WARRANTY, DISCLAIMER

VECTOR DISEASE CONTROL INTERNATIONAL, LLC. Hold Harmless, Warranty, Disclaimer for Town of Firestone August 26, 2020

1. Hold Harmless Indemnity Clause:

Vector Disease Control International, LLC. ("VDCI") shall indemnify and hold harmless Town of Firestone and its agents and employees from and against all claims damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of VDCI, any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

Responsibility: liability. VDCI warrants that it will exercise in its performance of these services the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services. VDCI shall be liable to Town of Firestone for any loss, damages or costs incurred by Town of Firestone because of VDCI's duties under this warranty.

2. Warranty & Disclaimer

Vector Disease Control International, LLC. ("VDCI") is engaged in the business of mosquito control and abatement, and has not been retained to eradicate the mosquito population in any particular area. There are severe, and sometimes fatal, consequences of some mosquito bites which may include transmission of certain serious diseases such as malaria, dengue fever, West Nile virus and several other forms of encephalitis. Not only can mosquitoes carry diseases which afflict humans, but they also can transmit several diseases and parasites that birds, dogs and horses and other animals are very susceptible to. These include dog heart worms, Western Equine Encephalitis and West Nile Virus. Because VDCI has not been retained to eradicate the mosquito population, VDCI can make no warranty, representation or guarantee, of any type, about the existence of mosquito borne diseases in the geographic area of the proposed area of contracting, or the potential for human or animal infection before, during or after the completion of the VDCI mosquito control services.

VDCI warrants that the services described in this proposal will be provided in a professional and business-like manner. Other than this warranty, VDCI makes no express or implied warranties, including without limitation, any express or implied warranties of merchantability or fitness for a particular purpose. Client understands and agrees that any liability of VDCI regarding the Project shall be limited to negligence of VDCI in the carrying out of its professional services under the

contract, and shall not include any special, incidental, consequential or punitive damages, or any damages based on any lost sales or profits.

VDCI will not be liable for any general, special, incidental or consequential damages for loss, damage or expense including but not limited to sickness, injury or death, loss of livestock or animals, or lost profits from any farm or ranching operations of any type from the mosquito control services provided by Vector Disease Control International, LLC.

3. No private vehicles will be operated in Town of Firestone in connection with the Mosquito Control Program.

4. Workman's Compensation, Automotive and General Liability Insurance are in place.

(Certificates available upon request)

5. Ownership of Work Product

The parties recognize and agree that Vector Disease Control International, LLC. (VDCI) in the course of mosquito control program design, development and implementation prepares and utilizes many documents, maps, data sets and files including GIS (geographic Information system) data and files. Such information is proprietary, a trade secret and the confidential work product of Vector Disease Control International, LLC. VDCI retains all, rights, copyrights and ownership to all work prepared, developed or created pursuant to this contract. Town of Firestone may, with written permission, utilize the data and documents internally, but will not distribute or display to the public copies of such data, files, and documents or prepare derivative work or products.

6. Independent Contractor.

The parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Agreement, and that the Contractor and its agent and employees are not agents or employees of Town of Firestone for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased hereunder, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

Contractor acknowledges that it is not entitled to unemployment insurance benefits nor worker's compensation benefits from Town of Firestone, its elected officials, agents, or any program administered or funded by Town of Firestone. Contractor shall be entitled to unemployment insurance or worker's compensations insurance only if unemployment compensation coverage or worker's compensation coverage is provided by the Contractor, or some other entity that is not a party to this contract. Contractor is obligated to pay Federal and State income tax on any monies earned pursuant to the contract relationship.

ATTACHMENT "C" - CONTRACTUAL SERVICE COST AGREEMENT

VECTOR DISEASE CONTROL INTERNATIONAL, LLC. 2021-2023 CONTRACTUAL SERVICE COST AGREEMENT August 26th, 2020

For the Town of Firestone for the 2021-2023 seasons only:

Service costs include all labor, insecticides, vehicles and equipment, administrative support and overhead expenses. **Service Cost for 2021: \$35,500**

THREE YEAR CONTRACT: This Integrated Mosquito Management Services Proposal is offered for a three-year period, 2021-2023 with a 2.5% annual price increase. *The yearly continuation of this project is subject to the appropriation of funds by the Town of Firestone on an annual basis for this purpose.* Signing and returning the attached copy of the contractual agreement will authorize VECTOR DISEASE CONTROL INTERNATIONAL, LLC. to perform the service items contained in the Proposal, within the stipulated limits, for a period of three years, 2021 through 2023 seasons. The Town of Firestone also agrees to the terms set forth in Attachment "B". These prices are complete and fully earned. Billing will be in 5 equal monthly installments (May - September). If new areas are to be covered they will be added at the current unit rate.

For acceptance of this Integrated Mosquito Management Services Proposal for a period of THREE YEARS (2021-2023), Sign Here:

Name (X) _____ Title _____ Date _____.

For Vector Disease Control International, LLC.

Name  Title Regional Director Date 1/8/2021
Jason Williams

Invoices should be sent to:

Name _____ Title _____
Address _____ Phone _____
City, State, Zip _____ Email _____

Please Keep This Copy for Your Records

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.h

Consent Agenda

Meeting Date: February 10, 2021

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 21-26: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND L.E.R., INC., DBA RENNER SPORTS SURFACES, FOR THE SURFACING OF PICKLEBALL COURTS AT SETTLERS PARK

SUMMARY

The construction contract with Renner Sports Surfaces is for the surfacing and installation of nets for three pickleball courts at Settlers Park. The location of these courts will utilize the area previously used for the skateboard park that was removed over ten years ago.

HISTORY AND PREVIOUS BOARD ACTION

There has been no previous Board action on this item.

RECOMMENDATION

Staff recommends approval of Resolution 21-26, a resolution approving Construction Contract with Renner Sports Surfaces for surfacing and installation of nets for three pickleball courts at Settlers Park.

ALTERNATIVES

The Board may choose not to approve Resolution 21-26 and provide Staff with additional direction.

ATTACHMENTS

1. Res 21-26 Renner Sports Surfaces Agmt-Pickleball Surfacing
2. Construction Contract L.E.R., Inc. dba Renner Sports Surfaces-Surfacing Pickleball Courts at Settler Park
3. Settlers Park PROPOSAL 01-2021

FINANCIAL CONSIDERATIONS

The contract includes an amount not to exceed \$18,100.00. Sufficient funds have been budgeted and appropriated in the 2021 Budget.

RESOLUTION NO. 21-26

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF
FIRESTONE AND L.E.R., INC., DBA RENNER SPORTS SURFACES, FOR THE
SURFACING OF PICKLEBALL COURTS AT SETTLERS PARK**

WHEREAS, the Town of Firestone ("Town") is in need of sports court construction and surfacing services (the "Services") regarding three (3) proposed pickleball courts to be located at Settlers Park; and

WHEREAS, L.E.R., Inc., d/b/a Renner Sports Surfaces ("Renner Sports") has the required expertise to provide the requested Services; and

WHEREAS, Renner Sports is best suited to perform the Services required by Firestone in a cost-effective manner.

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

The Agreement between the Town of Firestone and Renner Sports Surfaces for the construction and surfacing of the Settlers Parks pickleball courts 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 10th day of February, 2021.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract" or "Agreement") is made and entered into this 10th day of February, 2021 (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" or the "Owner"), and **L.E.R., Inc. dba Renner Sports Surfaces**, an independent contractor with a principal place of business at 2775 West 7th Avenue Denver, Colorado 80204 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

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

A. Contractor shall complete all Work and perform all Services which are described or reasonably implied from the Scope of Work set forth in Exhibit A and the Contract Documents, attached hereto and incorporated herein by this reference and known as: **Surfacing pickleball courts with installation of nets at Settlers Park (P2021-9330) Project.**

B. A change in the Scope of Work shall not be effective unless authorized as a written amendment to this Agreement or change order in accordance with the Contract Documents. 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.

C. Within 10 days of the Effective Contract Date, Contractor shall provide the certificate of insurance required by the contract Documents.

II. RESERVED

III. CONTRACT TIMES; COMMENCEMENT AND COMPLETION OF WORK

A. The Work shall be substantially completed within 120 days of the Effective Date of this contract, 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.

C. Should a delay in completion constitute a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty, the parties recognize the delays, expense and difficulties involved in proving the actual loss suffered by the Town if the Work is not completed on time. For each day that all or a portion of the Work is delayed beyond the deadlines set forth in Section III hereof, plus any extensions thereof allowed, the Contractor shall be assessed the amount of two hundred fifty dollars (\$250) each day until the Work is complete.

IV. COMPENSATION

In consideration for the completion of the Work by Contractor, the Town shall pay Contractor, subject to all of the terms and conditions of the Contract Documents, an amount not to exceed **\$18,100.00** (the "Contract Price"). The Contract Price 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.

V. PAYMENT PROCEDURES

Contractor may submit Applications for Payment for completed work per the UNIT-PRICE BID FORM or the LUMP-SUM BID FORM. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

VI. 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 licenses in good standing, required by law.

B. The Work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of work in the applicable community.

C. The Work performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the Keep Jobs in Colorado Act, C.R.S. 8-17-101, et seq.

(the "Act") and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules").

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

E. Contractor hereby warrants to the Town that all materials and equipment used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. Contractor further warrants that all equipment and materials shall be of good quality, conform to the requirements of the Contract Documents and will be free from defects. All Work, materials, or equipment not conforming to the Contract Documents shall be considered defective.

F. The Contractor shall warrant and guarantee all materials and equipment furnished under the Contract and all Work performed for one year after the date of Substantial Completion. Under this warranty, Contractor agrees to repair or replace, at its own expense, any Work that is found to be defective. The expiration of the warranty period 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.

VII. OWNERSHIP

Any materials, items, and work specified in the Scope of Work, 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 Work 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.

VIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Construction Contract, all personnel assigned by Contractor to perform work under the terms of this Construction Contract 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.

IX. 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 Construction Contract. 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.

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 Construction Contract.

X. INDEMNIFICATION

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 Construction Contract 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.

XI. ILLEGAL ALIENS

A. Certification. By entering into this Construction Contract, 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 Construction Contract and that Contractor will participate in either the E-Verify Program administered by the U.S. 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 Construction Contract.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Construction Contract, 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 Construction Contract.

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 Construction Contract 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 Construction Contract is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Construction Contract knowingly employs or contracts with an illegal alien who is performing work under this Construction Contract, 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 Construction Contract; 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 Construction Contract; 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 Construction Contract.

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 Section XI.

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 Construction Contract via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

XII. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between the Town and Contractor concerning the Scope of Services, consist of the following:

- A. Exhibit to this Construction Contract:
 - 1. Exhibit A: Scope of Work

There are no Contract Documents other than those listed above in this Section XII.

XIII. MISCELLANEOUS

A. Governing Law and Venue. This Construction Contract 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 Construction Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Construction Contract.

C. Integration. This Construction Contract and any attached exhibits 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 Construction Contract.

E. Notice. Any notice under this Construction Contract shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Construction Contract 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 Construction Contract may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Construction Contract 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, and 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 Construction Contract are in addition to any other rights and remedies provided by law. The expiration of this Construction Contract 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.

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

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

L.E.R., Inc. dba Renner Sports Surfaces

By: 

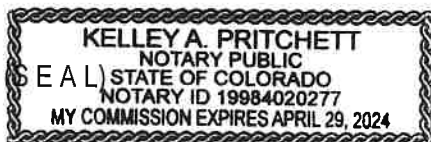
STATE OF COLORADO)

) ss.

COUNTY OF Denver)

The foregoing instrument was subscribed, sworn to and acknowledged before me this February day of 2020, by Greg McElenna as President of L.E.R., Inc. dba Renner Sports Surfaces

My commission expires: 04/29/2024




Notary Public

NO EMPLOYEE AFFIDAVIT

To be completed only if Contractor has no employees

1. Check and complete one:

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

OR

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

2. Check one.

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

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

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

OR

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

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

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

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

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

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

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

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

Signature

Date

STATE OF COLORADO)

) ss.

COUNTY OF Denver)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 2nd day of February, 2020, by Greg McKenna as President of Legislat. doc. Center for Studies

My commission expires: 4/29/2024

(SEAL)
Kelley A. Pritchett

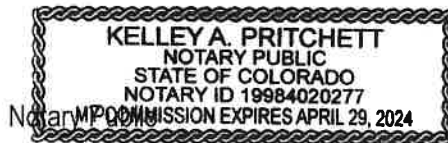


EXHIBIT A

SCOPE OF WORK

Contractor's Duties

During the term of this Construction Contract, Contractor shall perform the following duties, as directed by the Town:

- Surfacing pickleball courts at Settlers Park. See attached proposal of services.



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THE ULTIMATE
SURFACE EXPERIENCE

PROPOSAL

January 14, 2021

Chuck Brandt
Town of Firestone
7500 PineCone Ave.
Firestone, CO 80520

Dear Chuck,

LER, Inc. dba Renner Sports Surfaces hereby submits job specifications and an estimate to convert one court to (3) pickleball court located at Settlers Park. All work will be completed in a timely and professional manner.

Our proposal includes the following scope of work.

1. Clean off the court using a pressure washer to remove peeling paint, stains, dirt, or debris.
2. Surface mount and install (3) pairs of new Douglas Premier XS Pickleball Net Posts (2 7/8" od Black). Post will have steel plates welded to the bottom of them and bolted onto the concrete. Concrete anchors will be set in epoxy.
3. Install (3) Center Anchor pins drilled into the concrete one on each court.
4. Fill all cracks as necessary with RSS Rhino Crack Filler level to the top of the existing court. Please note our Exclusion #3.
5. Fill all saw cut joints with RSS Acrylic Slurry applied with a squeegee.
6. Patch any uneven areas or fill small holes with RSS Rhino Patch. Please note our Exclusion #2.
7. Apply (1) coat of RSS Slurry over the court.
8. Apply (1) coat of RSS Concrete Primer over the court.



THE ULTIMATE
SURFACE EXPERIENCE

9. Apply two (2) coats of RSS Acrylic Color Coatings with each color chosen. Non-Volley zone color "kitchen" will match outside boundary court color. Silica sand and water will be mixed into the color to provide texture. Owner to choose colors from RSS Color Book Brochure.
10. Layout and stripe the courts with two-inch (2") wide lines using RSS Textured White Line Paint to USPA specifications for play. RSS Tape Sealer is used first as a prime coat for crisp edges.
11. Install (3) new Douglas JTN-30 Pickelball Nets with (3) Classic Center Straps. Clean up debris generated from the work leaving the courts ready for play.

We hereby propose to furnish all labor and materials – complete in accordance with the above specifications for the sum of: **Eighteen Thousand One Hundred 00/100 cents (\$18,100.00).**

ALTERNATE BID ITEM- None

Exclusions to Proposal:

1. Bonds, testing, permits, landscape and irrigation repairs or plan fees which may be required in your jurisdiction. If bonds, testing, permits or plan fees are required they will be billed to the Owner at cost in excess of this proposal.
2. The court may not have adequate positive slope and may have some standing water after surfacing is completed. Large areas of standing water or depth will not be patched. Future peeling or delamination may occur if there is inadequate slope. Any remaining areas of ponding water and resulting coating damage is excluded and are not covered by our warranty.
3. When patching cracks or resurfacing courts with cracking, **we Guarantee the cracks will reappear, and that they can reappear within 24 hours**, depending upon temperature fluctuations and other factors beyond our control.
4. **Concealed, Unforeseen and/or Latent Conditions** – Tennis courts may experience widespread bubbling of the coatings once pressure washing begins. Bubbling of the coatings can also occur once the new color coats are applied over the concrete or the existing coatings. Also, there comes a point where the coatings become too thick over multiple years of resurfacing and bubbling begins. **There is no way to ascertain these conditions prior to resurfacing starting.** Should bubbling of the coatings occur the removal of the old coatings and additional coatings needed to cover peeled areas will be



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THE ULTIMATE
SURFACE EXPERIENCE

accomplished through a Change Order between the Owners and LER, Inc. and will be billed to the Owner for full payment in and above the proposal price.

All material is guaranteed as specified. All work shall be completed in a workmanlike manner according to standard industry practices. Any alteration or deviation from the above specifications will be executed only upon written change orders and may become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. This proposal is subject to acceptance within **(30)** days and, if not accepted, is cancelable and voidable thereafter at the option of Renner Sports.

Unless otherwise provided herein, all labor and materials will be warranted for a period of one (1) year from date of substantial completion **except for cracking, bubbling of the coatings and heaving**, which shall carry no warranty. Should the materials prove to be defective or the workmanship faulty within the one (1) year warranty period, the defects will be remedied within a reasonable time from Renner's receipt of notice of the defects, subject to weather conditions and crew schedule.

If digging is required, Renner Sports shall contact the Utility Notification Center of Colorado for utility locates. The owner will be responsible for repairs to any underground lines, if damaged, although reasonable care will be taken when Renner is advised of their presence. This proposal is predicated upon normal digging conditions, and if rocks are encountered, the owner will be responsible for all associated additional extra time and equipment costs necessitated to complete the work.

The owner shall establish and provide suitable access to the construction site; Renner will not be liable for any damages to the construction site and/or site restoration due to unsuitable access. Potable water will be available within one hundred feet (100') of the site.

The below payment schedule will be required and requires a **down payment/deposit of 0% of the proposed amount prior to crew mobilization**. Progress payments will be required according to the following milestones:

- **0% of the proposed amount due prior to crew mobilization**
- **100% of the proposed amount due upon completion of the project**

Payment requests will be issued in accordance with the above payment schedule and are due within ten (10) days of the date of invoice. Work may be suspended and/or delayed if progress payments are not timely and current. Accounts shall be considered overdue and delinquent thirty (30) days after date of invoice. Delinquent accounts shall bear interest at a rate of 1 ½% per month (18% annually) and will be subject to all charges necessary for collection, including, but not limited to, all attorney's fees and all related legal costs. Final



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THE ULTIMATE
SURFACE EXPERIENCE

payment shall become due upon completion of contractor's work. Opening or use of an installation by owner shall be considered acceptance. Liens and/or bond claims will be filed on delinquent accounts. In the event of termination by owner, the contractor shall be paid for all work performed to date and for all materials ordered, manufactured and/or procured as of the date of termination.

The contractor is not liable for delays caused by strikes, the inability to secure adequate materials, fuel shortage, weather conditions, mechanical failures, Acts of God, *force majeure* and/or any other cause beyond Renner Sports' control.

Renner Sports is a non-union entity and is not bound by any organized labor agreements and/or collective bargaining agreements.

It is understood that if a soil sterilant is applied, it is an effort to retard weed growth as much as possible and no guarantee or warranty as to its effectiveness is expressed or implied. Contractor is not responsible for cracks due to heaving, soil expansion, frost, other conditions, *force majeure* and/or Acts of God.

This proposal is predicated upon standard construction and industry practices developed over the past twenty-five (25) years. Be advised that it is inherent in all asphalt and concrete to crack and Renner will not be responsible for all such cracks. Renner cannot be responsible for ground movement and heaving or settling of the soils. This proposal does not include soils investigation or extraordinary drainage costs. Because of the possibility of expanding soil problems, the owner is urged to procure a soils investigation by a qualified soils engineer. Renner Sports s disclaims any and all liability for soil heaving, but will modify this proposal to include any work, as recommended by the owner's soils engineer.

If the proposed work cannot be performed during the current construction season due to delays caused by the owner, his agents, or employees, this contract shall be valid for the subsequent construction season, subject to possible increases in labor and materials.

The owner may accept this proposal as a binding contract either by signature or by making any payments to Renner Sports in consideration of services, and either of the above modes of acceptance shall be deemed to incorporate all of the terms of this proposal into the contract between the parties thereby formed.



THE ULTIMATE
SURFACE EXPERIENCE

If this proposal is accepted, please sign one copy, indicating which alternates (if any) are accepted, and return it via email or to the office of Renner Sports as soon as possible.

Respectfully Submitted: _____
Colin Donovan- CTCB

ACCEPTANCE OF PROPOSAL

The above prices specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED BY:

Date: _____ Customer Signature: _____
Title: _____

Date: _____ LER, Inc. Signature: _____
Greg C. McKenna, President

PROPOSAL

January 14, 2021

Chuck Brandt
Town of Firestone
7500 PineCone Ave.
Firestone, CO 80520

Dear Chuck,

LER, Inc. dba Renner Sports Surfaces hereby submits job specifications and an estimate to convert one court to (3) pickleball court located at Settlers Park. All work will be completed in a timely and professional manner.

Our proposal includes the following scope of work.

1. Clean off the court using a pressure washer to remove peeling paint, stains, dirt, or debris.
2. Surface mount and install (3) pairs of new Douglas Premier XS Pickleball Net Posts (2 7/8" od Black). Post will have steel plates welded to the bottom of them and bolted onto the concrete. Concrete anchors will be set in epoxy.
3. Install (3) Center Anchor pins drilled into the concrete one on each court.
4. Fill all cracks as necessary with RSS Rhino Crack Filler level to the top of the existing court. Please note our Exclusion #3.
5. Fill all saw cut joints with RSS Acrylic Slurry applied with a squeegee.
6. Patch any uneven areas or fill small holes with RSS Rhino Patch. Please note our Exclusion #2.
7. Apply (1) coat of RSS Slurry over the court.
8. Apply (1) coat of RSS Concrete Primer over the court.



THE ULTIMATE
SURFACE EXPERIENCE

9. Apply two (2) coats of RSS Acrylic Color Coatings with each color chosen. Non-Volley zone color “kitchen” will match outside boundary court color. Silica sand and water will be mixed into the color to provide texture. Owner to choose colors from RSS Color Book Brochure.
10. Layout and stripe the courts with two-inch (2”) wide lines using RSS Textured White Line Paint to USPA specifications for play. RSS Tape Sealer is used first as a prime coat for crisp edges.
11. Install (3) new Douglas JTN-30 Pickelball Nets with (3) Classic Center Straps. Clean up debris generated from the work leaving the courts ready for play.

We hereby propose to furnish all labor and materials – complete in accordance with the above specifications for the sum of: **Eighteen Thousand One Hundred 00/100 cents (\$18,100.00).**

ALTERNATE BID ITEM- None

Exclusions to Proposal:

1. Bonds, testing, permits, landscape and irrigation repairs or plan fees which may be required in your jurisdiction. If bonds, testing, permits or plan fees are required they will be billed to the Owner at cost in excess of this proposal.
2. The court may not have adequate positive slope and may have some standing water after surfacing is completed. Large areas of standing water or depth will not be patched. Future peeling or delamination may occur if there is inadequate slope. Any remaining areas of ponding water and resulting coating damage is excluded and are not covered by our warranty.
3. When patching cracks or resurfacing courts with cracking, **we Guarantee the cracks will reappear, and that they can reappear within 24 hours**, depending upon temperature fluctuations and other factors beyond our control.
4. **Concealed, Unforeseen and/or Latent Conditions** – Tennis courts may experience widespread bubbling of the coatings once pressure washing begins. Bubbling of the coatings can also occur once the new color coats are applied over the concrete or the existing coatings. Also, there comes a point where the coatings become too thick over multiple years of resurfacing and bubbling begins. **There is no way to ascertain these conditions prior to resurfacing starting.** Should bubbling of the coatings occur the removal of the old coatings and additional coatings needed to cover peeled areas will be



THE ULTIMATE
SURFACE EXPERIENCE

accomplished through a Change Order between the Owners and LER, Inc. and will be billed to the Owner for full payment in and above the proposal price.

All material is guaranteed as specified. All work shall be completed in a workmanlike manner according to standard industry practices. Any alteration or deviation from the above specifications will be executed only upon written change orders and may become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. This proposal is subject to acceptance within **(30)** days and, if not accepted, is cancelable and voidable thereafter at the option of Renner Sports.

Unless otherwise provided herein, all labor and materials will be warranted for a period of one (1) year from date of substantial completion **except for cracking, bubbling of the coatings and heaving**, which shall carry no warranty. Should the materials prove to be defective or the workmanship faulty within the one (1) year warranty period, the defects will be remedied within a reasonable time from Renner's receipt of notice of the defects, subject to weather conditions and crew schedule.

If digging is required, Renner Sports shall contact the Utility Notification Center of Colorado for utility locates. The owner will be responsible for repairs to any underground lines, if damaged, although reasonable care will be taken when Renner is advised of their presence. This proposal is predicated upon normal digging conditions, and if rocks are encountered, the owner will be responsible for all associated additional extra time and equipment costs necessitated to complete the work.

The owner shall establish and provide suitable access to the construction site; Renner will not be liable for any damages to the construction site and/or site restoration due to unsuitable access. Potable water will be available within one hundred feet (100') of the site.

The below payment schedule will be required and requires a **down payment/deposit of 0% of the proposed amount prior to crew mobilization**. Progress payments will be required according to the following milestones:

- **0% of the proposed amount due prior to crew mobilization**
- **100% of the proposed amount due upon completion of the project**

Payment requests will be issued in accordance with the above payment schedule and are due within ten (10) days of the date of invoice. Work may be suspended and/or delayed if progress payments are not timely and current. Accounts shall be considered overdue and delinquent thirty (30) days after date of invoice. Delinquent accounts shall bear interest at a rate of 1 ½% per month (18% annually) and will be subject to all charges necessary for collection, including, but not limited to, all attorney's fees and all related legal costs. Final



THE ULTIMATE
SURFACE EXPERIENCE

payment shall become due upon completion of contractor's work. Opening or use of an installation by owner shall be considered acceptance. Liens and/or bond claims will be filed on delinquent accounts. In the event of termination by owner, the contractor shall be paid for all work performed to date and for all materials ordered, manufactured and/or procured as of the date of termination.

The contractor is not liable for delays caused by strikes, the inability to secure adequate materials, fuel shortage, weather conditions, mechanical failures, Acts of God, *force majeure* and/or any other cause beyond Renner Sports' control.

Renner Sports is a non-union entity and is not bound by any organized labor agreements and/or collective bargaining agreements.

It is understood that if a soil sterilant is applied, it is an effort to retard weed growth as much as possible and no guarantee or warranty as to its effectiveness is expressed or implied. Contractor is not responsible for cracks due to heaving, soil expansion, frost, other conditions, *force majeure* and/or Acts of God.

This proposal is predicated upon standard construction and industry practices developed over the past twenty-five (25) years. Be advised that it is inherent in all asphalt and concrete to crack and Renner will not be responsible for all such cracks. Renner cannot be responsible for ground movement and heaving or settling of the soils. This proposal does not include soils investigation or extraordinary drainage costs. Because of the possibility of expanding soil problems, the owner is urged to procure a soils investigation by a qualified soils engineer. Renner Sports s disclaims any and all liability for soil heaving, but will modify this proposal to include any work, as recommended by the owner's soils engineer.

If the proposed work cannot be performed during the current construction season due to delays caused by the owner, his agents, or employees, this contract shall be valid for the subsequent construction season, subject to possible increases in labor and materials.

The owner may accept this proposal as a binding contract either by signature or by making any payments to Renner Sports in consideration of services, and either of the above modes of acceptance shall be deemed to incorporate all of the terms of this proposal into the contract between the parties thereby formed.



renner[®]
A Beynon Sports Company

THE ULTIMATE
SURFACE EXPERIENCE

If this proposal is accepted, please sign one copy, indicating which alternates (if any) are accepted, and return it via email or to the office of Renner Sports as soon as possible.

Respectfully Submitted: _____

Colin Donovan- CTCB

ACCEPTANCE OF PROPOSAL

The above prices specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED BY:

Date: _____ Customer Signature: _____

Title: _____

Date: _____ LER, Inc. Signature: _____

Greg C. McKenna, President

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.a

Presentation

Meeting Date: February 10, 2021

Initiated By:

Dept: Finance

AGENDA TITLE

2020 Municipal Court Report

SUMMARY

Judge Basso will present the 2020 Municipal Court Report.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

1. 2020 Court Rpt

FINANCIAL CONSIDERATIONS

FIRESTONE MUNICIPAL COURT 2020 Annual Report

Cases Filed 2019

Code Type	Count
CRIMINAL VIOL	242
NON-CRIM ORDINANCE VIOL	26
PARKING VIOL	162
TRAFFIC VIOL-ORDINANCE	61
TRAFFIC VIOL-STATUTE	1051
Total	1542

Offenses Disposed

Disposition	Count
GUILTY	77
PLEA GUILTY TO LESSER CHARGE	335
EARLY PAY	666
DISMISSED	128
DEFERRED JUDGMENT	99
GUILTY-JURY TRIAL	0
GUILTY-COURT TRIAL	1
NOT GUILTY-JURY TRIAL	0
NOT GUILTY-COURT TRIAL	0
DEFERRED SENTENCE	0
DEFERRED PROSECUTION	0
NO CONTEST	77
DEFAULT ISSUED	28
GUILTY OF ANOTHER CHARGE	2
DISM W/O PREJUD	6
DJ REVOKED	3

Cases Filed 2020

Code Type	Count
CRIMINAL VIOL	165
NON-CRIM ORDINANCE VIOL	40
PARKING VIOL	95
TRAFFIC VIOL-ORDINANCE	3
TRAFFIC VIOL-STATUTE	711
Total	1014

Offenses Disposed

Disposition	Count
GUILTY	65
PLEA GUILTY TO LESSER CHARGE	205
EARLY PAY	400
DISMISSED	91
DEFERRED JUDGMENT	53
GUILTY-JURY TRIAL	0
GUILTY-COURT TRIAL	1
NOT GUILTY-JURY TRIAL	0
NOT GUILTY-COURT TRIAL	0
DEFERRED SENTENCE	0
DEFERRED PROSECUTION	0
NO CONTEST	60
DEFAULT ISSUED	10
GUILTY OF ANOTHER CHARGE	1
DISM W/O PREJUD	7
DJ REVOKED	1

Projects and Accomplishments

Along with the rest of the world, 2020 has been a challenging year for the Court. When the State issued the stay-at-home order, we closed the courtroom for in person appearances in March and April for everyone's safety and staff successively transitioned to partially working at home. With the assistance of the Towns' Prosecutor, we resolved many cases by mail and delayed several others. When we reopened in May, we worked with the City Manager's office and set up some protocols to make appearing in court safe. In addition, we worked with I. T. to install video capabilities in the courtroom to allow some cases to be heard electronically.

FIRESTONE MUNICIPAL COURT 2020 Annual Report

Due to COVID, fewer cases have been filed with the Court leading to the dramatic drop in revenue for the year.

The Weld County Jail has made temporary policy changes that have restricted the Court from sentencing defendants to the jail or arresting defendants for municipal warrants. The changes have limited our operations and judicial discretion.

We have been in the new courtroom since November 2019. We have been fortunate to be able to utilize the police training room as an overflow room to help maintain social distancing for people appearing in the court. The new courtroom is working well except for some issues with recording the courtroom proceedings but hopefully they have now been resolved. We have asked for input regarding the Boards' request to redesign the dais and wait to review the final design.

Judge Basso has continued to work with the Town's lobbyists regarding legislative matters that affect the court. Due to COVID most of the Bills were not addressed last session but we anticipate that several criminal justice reforms that would negatively impact the court will be proposed again this year.

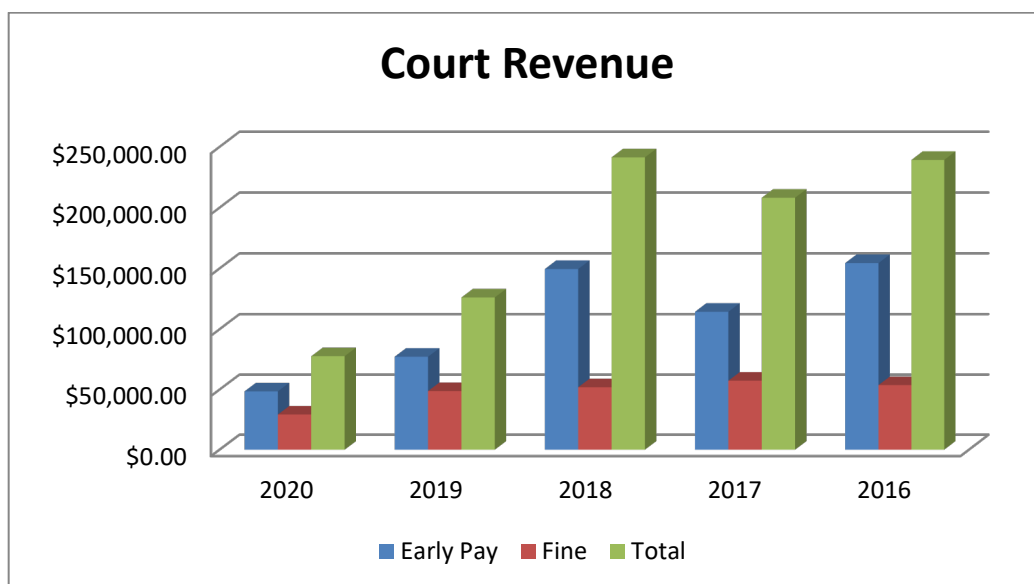
Our long time Court Administrator, Beverly Medina has retired. Her experience and dedication to the Town will be difficult to replace. Bev will be missed. Working with the Human Resources Department, we looked in-house for Bev's successor due to the hiring freeze. We were lucky to have Teresita Rivas interested in the position and we are excited to have her as the new Court Clerk.

The Court has been able to collect restitution from defendants for the damage they caused to repay their victims of in the amount of \$6,942.31 during such an unpredictable time.

COURT FINANCE REPORT

Early Pay	Costs	Warrants	Default	Fine	OJW	Comm Srvc	Total	
\$48,514.05	\$14,800.00	\$650.00	\$1,650.00	\$29,280.50	\$1,190.00	\$1,090.00	\$97,174.55	2020
\$77,358.50	\$24,905.00	\$930.00	\$5,960.00	\$48,774.67	\$2,100.00	\$1,820.00	\$161,848.17	2019
\$149,544.80	\$28,320.00	\$1,000.00	\$6,675.00	\$51,978.08	\$1,860.00	\$1,990.00	\$241,367.88	2018
\$114,358.00	\$25,985.00	\$1,100.00	\$5,200.00	\$57,442.55	\$1,680.00	\$2,390.90	\$208,156.45	2017
\$154,414.00	\$23,225.00	\$900.00	\$4,405.00	\$53,740.00	\$1,650.00	\$925.00	\$239,259.00	2016

FIRESTONE MUNICIPAL COURT 2020 Annual Report



Paul D. Basso
Firestone Municipal Court Judge

Prepared by Beverly L. Medina
Firestone Municipal Court Administrator

Revenue Type Summary

Period: 1/1/2020 - 12/31/2020
Created by: BEVERLY MEDINA on 1/18/2021 11:21:39 AM

Firestone Municipal Court Clerk
Firestone Municipal Court
2 Park Avenue
Firestone, CO 80504
303-833-0811

Payment Amounts by Type

Description	Amount
RESTITUTION	\$6,942.31
EARLY PAYMENT	\$48,514.05
COURT COST	\$14,650.00
COMMUNITY SERVICE	\$1,090.00
OJW	\$1,190.00
DEFAULT	\$1,650.00
FINE	\$29,280.50
BENCH WARRANT	\$650.00
BOND FORFEITURE	\$250.00
Payments Total	\$104,216.86

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.a

Discussion/Action

Meeting Date: February 10, 2021

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Appointment to the Planning & Zoning Commission

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.b

Discussion/Action

Meeting Date: February 10, 2021

Initiated By: Paula Mehle

Dept: Economic Development

AGENDA TITLE

Resolution 21-27: A RESOLUTION OF THE BOARD OF TRUSTEES OF FIRESTONE, COLORADO, APPROVING THE SMALL BUSINESS RELIEF FUND ALLOCATION TERMS AND CONDITIONS BETWEEN THE TOWN OF FIRESTONE AND THE STATE OF COLORADO

SUMMARY

The State of Colorado legislature created the Small Business Relief Program during a recent legislative special session under Senate Bill 20B-001. The program made \$37 million dollars available to small businesses in the restaurant, bar, gym, and movie theatre industry that have suffered at least a 20% reduction in profits during the pandemic. The Town of Firestone economic development staff applied for the program, and the State awarded the Town \$96,528.

The State has set the parameters of the program, including timeline, qualifications, and maximum amounts that may be awarded per business. The Town's responsibility is to market the program to targeted businesses, qualify the businesses based on the State's criteria, determine award amounts and make payments to the businesses.

Staff has sent several direct emails and made phone calls to known businesses in Firestone that fall within the State's identified categories of qualified businesses. In addition, messages about the program were posted through Notify-Me and Facebook to reach the business community. The application period was open from January 12 to February 2, 2021, per the State's conditions of the program. Eleven businesses applied and all were determined to be qualified for the program, these include eight restaurants, one bar, one caterer, and one fitness facility. The amount each business qualified for was based on their revenue levels. The eleven businesses qualified for a combined total of \$53,500 in relief.

There is \$43,028 remaining in the fund provided by the State. Subject to any modifications to the program by the State the remaining funds will be required to be returned to the State. At this time no modifications have been approved but State staff has recommended that the Town request an extension on holding the funds until April 1 in preparation for the possibility the Legislature passes a program modification.

HISTORY AND PREVIOUS BOARD ACTION

None

RECOMMENDATION

Staff recommends the approval of Resolution 21-25.

ALTERNATIVES

ATTACHMENTS

1. Resolution 21-27 Accepting Small Business Relief Program
2. SBR-21049 – Town of Firestone - Small Business Relief 2021

FINANCIAL CONSIDERATIONS

The State of Colorado has awarded the Town of Firestone \$96,528, any funds not awarded to businesses shall be returned to the State of Colorado upon completion of the program.

RESOLUTION NO. 21-27

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING THE STATE OF COLORADO'S
SMALL BUSINESS RELIEF PROGRAM'S TERMS AND CONDITIONS**

WHEREAS, the Town of Firestone ("Town") upon consideration of its application was awarded a Small Business Relief Program allocation from the Colorado Department of Local Affairs in the amount of \$96,528; and

WHEREAS the allocation is to provide relief funds for small businesses within the Town which suffered a loss of revenue in 2020 of more than twenty (20) percent from 2019; and

WHEREAS, upon acceptance of the allocation the Town is bound to the Small Business Relief Program's Terms and Conditions; and

WHEREAS, the Town desires to formally recognize that its application and acceptance of the allocation contractually obligate the Town to the Small Business Relief Program's Terms and Conditions.

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

The Town of Firestone through its submittal of an application and acceptance of the allocation of funds agrees to be contractually bound to the State's Small Business Relief Program's Terms and Conditions which are attached hereto and made a part of this resolution.

INTRODUCED, READ AND ADOPTED this 10th day of February 2021.

TOWN OF FIRESTONE, COLORADO

By: _____

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A

SBR-21049 Town of Firestone

Small Business Relief 2021 – Allocation and Next Steps Agreement

[attached]

SBR



COLORADO
Department of Local Affairs
Division of Local Government

January 14, 2021

Bobbi Sindelar, Mayor
Town of Firestone
P.O. Box 100
Firestone, CO 80520

RE: SBR-21049 – Town of Firestone - Small Business Relief 2021 - Allocation and Next Steps Agreement

Dear Mayor Sindelar:

The Colorado Department of Local Affairs (DOLA) has reviewed your application for the Small Business Relief Program (SBR), a State initiative funded by Senate Bill 20B-001. As DOLA's Executive Director, I am pleased to inform you of your allocation of \$96,528.00. Your submitted application and this allocation letter serve as your agreement with the State. Recipients of these funds do **not** require any additional contracts.

By accepting the funding, you as the SBR recipient are agreeing to spend the funds to provide relief payments to small businesses operating within the geographical boundaries of your organization and are agreeing to the attached Terms & Conditions.

You must make a single payment request for your full allocation amount ("One-Check" payments) using DOLA's online portal system. Payment requests must be submitted within 15 days after the Effective Date of this signed allocation letter. Use this [link](https://cdola.colorado.gov/small-business-relief) to access SBR payment forms and instructions: <https://cdola.colorado.gov/small-business-relief>.

Thank you for your interest in the Small Business Relief Program. Please contact Alyson Anderson at (720) 387-0267 or alyson.anderson@state.co.us with any questions.

Sincerely,

Rick M. Garcia
Executive Director

cc: Paula Mehle, Responsible Administrator
Chris La May, DOLA Regional Manager



In accordance with §24-30-202 C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

A handwritten signature in blue ink, appearing to read "Yingtse Cha", is positioned above a horizontal line. The signature is contained within a rectangular box that has a blue border and a black background.

By: Yingtse Cha, Controller Delegate

Effective Date: 1/15/2021 | 3:22 PM MST

CMS# 166969 VCUST# 13331 ADDR CN001 WARR DLG# F21SBR21049

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Small Business Relief Fund - Allocation Terms & Conditions

- 1. Statutory Authority.** Colorado Senate Bill 20B-001, Sections 1 through 3.
- 2. Funding Period:** January 15, 2021 through June 30, 2021
- 3. Use of Funds**
 - a. Recipient may expend up to 5% of the allocation amount on their own administrative costs to administer the distribution of relief payments.
 - b. Recipient shall establish a process that allows not less than 21 days for eligible small businesses to apply for and demonstrate eligibility for relief payments.
 - c. Recipient shall communicate information about the relief program in a manner that informs small businesses located within the Recipient's geographical boundaries about the relief program, including how and when to apply.
 - d. Recipient shall inform eligible small businesses that by receiving SBR program funds, they are ineligible to receive relief payments from the Arts Relief Program created in Section 24-48.5-316 of Senate Bill 20B-001.
 - e. Recipient shall inform eligible small businesses that they are required to return any relief payment received if they are found to be out of compliance with any eligibility criteria identified in Section 2, Subsection (1)(i) of Senate Bill 20B-001.
 - f. Recipient shall not distribute relief payments based on the order in which applications are submitted or received.
 - g. Recipient shall collect sufficient information from small business applicants to enable issuance of an Internal Revenue Service Form 1099.
 - h. Recipient shall provide an Internal Revenue Service Form 1099 to each eligible small business that receives a relief payment from the Recipient.
 - i. Recipient shall distribute relief payments to eligible small businesses as soon as practicable and no later than **February 12, 2021**.
- 4. Documentation.** Recipient shall retain documentation on all uses of the funds, including invoices, sales receipts, time and effort reporting, data and financial records, and any other documentation that establishes compliance for up to five (5) years after final payment is made using SBR funds. Such documentation shall be provided to DOLA or its duly authorized representatives upon request.
- 5. Monitoring.**
 - a. DOLA or the State of Colorado reserves the right to initiate detailed monitoring or auditing of any recipient at its sole discretion.
 - b. The review shall provide assurance that the information self-reported by Recipient is accurate and complete, and identify unallowable or questionable expenditures for follow-up. When concerns are noted during the review process, the Recipient shall provide documentation of the expenditures or accounting practices to DOLA for verification.
 - c. Funds spent outside of the statutory intent must be returned to DOLA within 30 days of identification of improper use.
- 6. Financial Reporting.**
 - a. Recipient shall provide DOLA with a final report describing how its allocated funds were distributed to eligible small businesses and how much of the allocation the Recipient used for administrative costs, detailing how the funds for administrative costs was spent. Use this [link](https://cdola.colorado.gov/small-business-relief) for access to the SBR reporting forms: <https://cdola.colorado.gov/small-business-relief>.

- b.** All final reporting and any required documentation shall be completed by your organization and returned to DOLA by **April 30, 2021**. DOLA will deobligate any remaining balances.
- 7.** In the event of a conflict between the terms and conditions of the Recipient's Application and the terms and conditions of this allocation letter, the terms and conditions of this allocation letter shall prevail.

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**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.c

Discussion/Action

Meeting Date: February 10, 2021

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 21-28: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING A GRANT OF A UTILITY EASEMENT TO UNITED POWER, INC. PERTAINING TO THE FIRESTONE RESERVOIR NO. 1 PROPERTY

SUMMARY

United Power will be installing a main electric power supply system and associated gear to provide electric power for the two pump stations on the Firestone Reservoir No. 1 property. They have asked for a 10' wide permanent easement for this installation. The power line will parallel the West property line and will be completely underground except for the surface gear at the two transformer locations.

HISTORY AND PREVIOUS BOARD ACTION

On October 12, 2016, the Board approved Ordinance 897, approving a Purchase and Exchange Agreement with LG Everist to purchase Reservoir No. 1.

On October 10, 2018, the Board approved a design services agreement with Acuity, LLC, to design the Firestone Reservoir No. 1 improvements.

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

On September 23, 2020, the Board approved Resolution 20-85 awarding the construction contract for the Firestone Reservoir No. 1 Supply and Delivery Construction to Hudick Excavating, Inc.

RECOMMENDATION

Staff recommends the Board approve the attached resolution granting a 10' permanent easement to United Power and authorize the Mayor and staff to complete the final easement agreement language.

ALTERNATIVES

N/A

ATTACHMENTS

1. Resolution 21-28 United Power PE
2. Reservoir 1 Easement Exhibit
3. WO201911044 Town of Firestone ESMNT-27JAN2021

FINANCIAL CONSIDERATIONS

None, the service has already been paid for and was included in the project budget.

RESOLUTION NO. 21-28

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, AUTHORIZING A GRANT OF A UTILITY
EASEMENT TO UNITED POWER, INC. PERTAINING TO THE
FIRESTONE RESERVOIR NO. 1 PROPERTY**

WHEREAS, the Town anticipates constructing two pump stations on Town-owned property commonly known as Firestone Reservoir No. 1 (the "Property"); and

WHEREAS, the Town will need electrical service from United Power, Inc. ("UP") to operate the two pump stations on the Property upon their completion; and

WHEREAS, it is necessary for the Town to grant to UP a ten-foot (10') wide permanent, non-exclusive utility easement (the "Utility Easement") across a certain portion of the Property to allow UP to furnish electrical services; and

WHEREAS, the Town is willing to grant to UP a Utility Easement across the Property for the purpose of constructing, operating and maintaining utility, electrical and communication facilities and related facilities.

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

Section 1. The Board of Trustees hereby approves and authorizes the grant of a non-exclusive, permanent easement from the Town to United Power, Inc. across a ten-foot (10') wide strip of land located on the Firestone Reservoir No. 1 property for operating and maintaining certain electrical utility and related communication facilities within said strip of land.

Section 2. Within ninety (90) days of the date of this resolution, United Power, Inc. shall execute and deliver for execution to the Town Manager, a written instrument of conveyance of an easement in a form approved by the Town Attorney, consistent with the intent and purposes of this resolution.

INTRODUCED, READ AND ADOPTED this __ day of _____, 2021.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

Untitled Map

Write a description for your map.

Legend

Tricycle Lane Texas
(Burnco) Construction
Easement

St Vrain
WTP

Last Chance Ditch

United Power
Easement

Firestone
Reservoir No. 1

LG Everist
Construction
Easement

Last Chance Ditch

Google Earth

© 2020 Google

Colorado Blvd

2000 ft



GRANT OF EASEMENT

TOWN OF FIRESTONE, a Colorado municipal corporation GRANTOR (whether one or more), whose address is P.O. Box 100, 151 Grant Avenue, Firestone, Colorado 80520 in consideration of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, grants and conveys unto **UNITED POWER, INC., GRANTEE**, whose address is 500 Cooperative Way, Brighton, Colorado 80603, its successors and assigns, a perpetual easement and the right to construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair and remove utility, electrical and communications facilities and all fixtures and devices appurtenant thereto, as may from time to time be useful to, or required by Grantee, on, over, under, and across the following described property in the County of Weld, State of Colorado to-wit:

Easement description as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

Those facilities may be underground and/or at grade and may include, but shall not be limited to, poles, cables, conduits, wire, conductors, transformers, manholes and supports of whatever materials, including braces, guides, and other fixtures or devices used or useful in connection therewith.

Grantee shall have the right of ingress and egress 24 hours a day, 7 days a week, over and across the lands of the Grantor to and from the easement described in Exhibit “A” to survey, construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair and remove utility, electrical and communications facilities and all fixtures and devices appurtenant thereto, and the right to remove any objects interfering therewith, including but not limited to, the trimming of trees and bushes as may be necessary. Grantee shall have the right to use the adjacent lands of Grantor, described as Temporary Workspace in Exhibit “A”, during construction, maintenance, replacement, enlargement, reconstruction, improvement, inspection, repairs and removal as may be required to permit the operation of standard utility construction or repair machinery or the operation of any other equipment within the boundaries of this easement.

Grantor reserves the right to occupy, use, and landscape said easement for all purposes not inconsistent with the rights granted to Grantee so long as said use does not damage or interfere with the Grantee’s facilities or the construction, operation, maintenance, replacement, enlargement, reconstruction, improvement, inspection, repair and removal thereof. Grantor shall not plant any tree or bush within 5.0 feet of any existing Grantee facilities or within 10.0 feet of the opening side of any transformer or cabinet without the prior written approval of Grantee. Grantor shall not install, or permit the installation of, any buildings or permanent structures or facilities of any kind on, over, under, or across said easement without the prior written approval of Grantee.

Upon completion of construction, Grantee shall restore the surface of Grantor’s property to substantially the same level and condition as existed prior to construction.

Each and every one of the benefits and burdens of this Grant of Easement shall run with the land and shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto. The rights of Grantee hereunder may be exercised by its employees, licensees, contractors and permittees.

Grantor warrants that Grantor is the fee owner of the encumbered property and has the full right and lawful authority to make the grant contained herein and promises and agrees to defend Grantee in the exercise of the Grantee’s rights hereunder against any defect in Grantor’s title to the land involved or Grantor’s right to make the grant contained herein.

Grantor shall defend, indemnify and hold harmless Grantee, its affiliates and the officers, directors, employees and agents of both, from any and all claims for personal injury to Grantee’s personnel or damage to Grantee’s property or to the property of Grantee’s personnel occurring as a result of Grantor’s actions, howsoever caused.

Grantee shall defend, indemnify and hold harmless Grantor, its affiliates and the officers, directors, employees and agents of both, from any and all claims for personal injury to Grantor’s personnel or damage to Grantor’s property or to the property of Grantor’s personnel, occurring as a result of Grantee’s activities described herein, howsoever caused.

The venue for any dispute arising from this Grant of Easement shall be in the courts of Weld County, Colorado.

Unless special provisions are listed below and/or attached, the above constitutes the entire agreement between the parties and no additional or different oral representation; promise or agreement shall be binding on any of the parties with respect to the subject matter of this Grant of Easement.

SIGNED AND SEALED BY GRANTOR this ____ day of _____, 20__.

GRANTOR:
TOWN OF FIRESTONE,
a Colorado municipal corporation

BY: _____

ITS:_____

STATE OF _____)
COUNTY OF _____) **ACKNOWLEDGMENT**

This record was acknowledged before me on _____, 20 __
by _____ as _____ of
_____) .

(Notary’s official signature)

(Commission Expiration)

EXHIBIT "A"

DESCRIPTION

A PORTION OF LOT B AS SHOWN ON RECX13-0023 FINAL PLAT, FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3941557 AND AS DESCRIBED IN A SPECIAL WARRANTY DEED TO THE TOWN OF FIRESTONE, FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4455861. SAID LOT B IS LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

EASEMENT CENTERLINE

A TEN (10) FOOT WIDE STRIP, BEING FIVE (5) FEET, AS MEASURED PERPENDICULAR, LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6, AS MONUMENTED BY A FOUND 2 INCH ALUMINUM CAP MARKED "PLS 24305 2019"; THENCE SOUTH 89°52'23" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER OF SECTION 6, A DISTANCE OF 1,275.20 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID LOT B AND THE **POINT OF BEGINNING**;

THENCE OVER AND ACROSS SAID LOT B SOUTH 00°34'30" WEST, DEPARTING SAID NORTH LINE AND BEING PARALLEL WITH AND LYING FIVE (5) FEET EAST OF THE WEST LINE OF SAID LOT B, A DISTANCE OF 2,120.00 FEET, MORE OR LESS, TO THE **POINT OF TERMINUS**, FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 6, AS MONUMENTED BY A FOUND 3.25 INCH ALUMINUM CAP MARKED "PLS 38106 2013", BEARS NORTH 30°32'21" EAST, A DISTANCE OF 2,458.16 FEET.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED EASEMENT CENTERLINE IS 2,120.00 FEET, CONTAINING 0.487 ACRES (21,200 SQUARE FEET) OF LAND, MORE OR LESS.

THE SIDELINES OF THE HEREIN DESCRIBED EASEMENT ARE SHORTENED OR LENGTHENED TO TERMINATE ON THE NORTH LINE OF SAID LOT B AND A LINE PERPENDICULAR TO THE ABOVE DESCRIBED EASEMENT CENTERLINE AT THE POINT OF TERMINUS. SAID STRIP BEING BOUND WITHIN THE LANDS OWNED BY THE PARTIES NAMED HEREON OR THEIR SUCCESSORS AND ASSIGNS.

TOGETHER WITH ALL TEMPORARY WORKSPACE BEING PARALLEL, CONTIGUOUS, ADJACENT AND LYING EAST OF THE ABOVE DESCRIBED EASEMENT, WITHIN SAID LOT B, AND AS DEPICTED ON SHEET 2 OF 2.



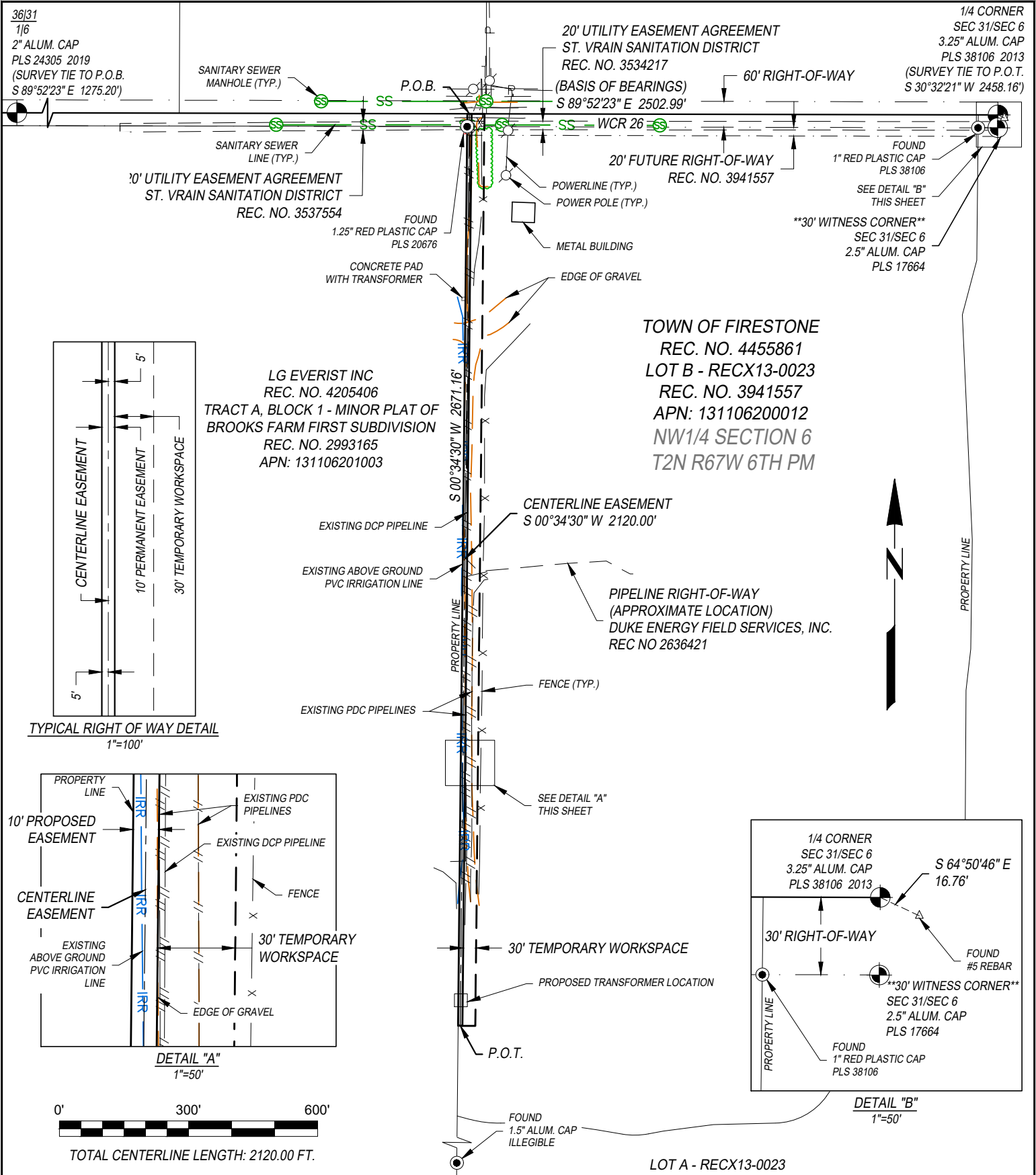
NOTES:

1. SEE THE ATTACHED EXHIBIT "A" ILLUSTRATION BY WHICH THIS REFERENCE IS MADE PART HEREOF.
2. THIS DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ACKLAM, INC. HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
3. BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS VIA "VRS NOW" POSITIONING SYSTEM AND/OR THE ONLINE POSITIONING USER SERVICE OFFERED BY THE N.G.S. AND PROJECTED TO "COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE" (C.R.S. 38-52-105 & 106).
4. DISTANCES SHOWN HEREON ARE IN US SURVEY FEET GROUND. THE COMBINED FACTOR USED TO OBTAIN THE GRID DISTANCES IS 0.999730097.
5. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M. SAID LINE BEING MONUMENTED ON THE WEST BY THE NORTHWEST CORNER OF SAID SECTION 6, BEING A FOUND 2 INCH ALUMINUM CAP MARKED "PLS 24305 2019" AND ON THE EAST BY THE NORTH ONE-QUARTER CORNER OF SAID SECTION 6, BEING A FOUND 3.25 INCH ALUMINUM CAP MARKED "PLS 38106 2013" AND BEARS SOUTH 89°52'23" EAST.

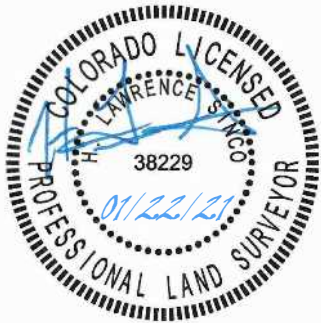
REVISIONS

NO.	DATE	BY	DESCRIPTION

PROJ. NO. 206096
PREPARED BY: H. LAWRENCE SINCO
DATE PREPARED: 01/22/2021
FOR AND ON BEHALF OF ACKLAM, INC.
133 S. 27th AVENUE BRIGHTON, CO 80601
303.659.6267
WO_201911044_TOWN_OF_FIRESTONE_DESC.docx
PRINTED: 1/22/2021 11:55:00 AM Lawrence Sinco, PLS



- NOTES
- 1.) LOCATIONS OF UTILITIES AND FOREIGN PIPELINES WERE DETERMINED FROM VISIBLE SURFACE EVIDENCE AND UNDERGROUND LOCATES. THESE LOCATIONS IF SHOWN MAY NOT BE ACCURATE OR COMPLETE. OTHER UTILITIES MAY EXIST AND ARE TO BE FIELD LOCATED BY OTHERS PRIOR TO EXCAVATION.
- 2.) THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ACKLAM, INC. HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
- 3.) THIS EXHIBIT IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT. EXCEPT FOR THE EASEMENT/RIGHT OF WAY DEPICTED HEREON IT IS NOT TO BE RELIED UPON FOR THE DIVISION OF LAND, ESTABLISHMENT OF ANY LAND BOUNDARY, FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINES.
- 4.) BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS VIA "VRS NOW" POSITIONING SYSTEM AND/OR THE ONLINE POSITIONING USER SERVICE OFFERED BY THE N.G.S. AND PROJECTED TO "COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE" (C.R.S. 38-52-105 & 106). DISTANCES SHOWN HEREON ARE IN US SURVEY FEET GROUND. THE COMBINED FACTOR USED TO OBTAIN THE GRID DISTANCES IS 0.999730097.
- 5.) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 6.) THIS EXHIBIT WAS PREPARED BY H. LAWRENCE SINCO, PLS 38229, FOR AND ON BEHALF OF ACKLAM, INC. 133 S. 27TH AVENUE, BRIGHTON, CO 80601.
- 7.) SEE THE ATTACHED EXHIBIT "A" BY WHICH THIS REFERENCE IS MADE HEREOF.



Acklam, Inc.

133 S. 27th Avenue
Brighton, CO 80601
5901 Courtyard Dr., Ste.300
Austin, TX 78746
Texas Firm#10194171

UNITED POWER
EXHIBIT "A" ILLUSTRATION
NW1/4 SECTION 6
T2N R67W 6TH PM, WELD COUNTY, COLORADO

SCALE: 1"=300'
DATE: 01/07/21 SR
JOB NO.: 206096
JOB NAME: FIRESTONE RESERVOIR #1
SHEET 2 OF 2
REV: A SR 01/20/21
AFE NO.: 201911044

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.d

Discussion/Action

Meeting Date: February 10, 2021

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 21-29: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACCEPTING A GRANT OF TEMPORARY CONSTRUCTION EASEMENT FROM LG EVERIST, INC. FOR CONSTRUCTION OF IMPROVEMENTS RELATED TO THE DIVERSION OF WATER FROM LAST CHANCE DITCH TO THE FIRESTONE RESERVOIR NO. 1 PROPERTY

SUMMARY

Some of the improvements associated with the diversion infrastructure to convey water from the Last Chance Ditch into Firestone Reservoir No. 1 will cross property owned by LG Everist. A temporary construction easement is needed to allow us to build those improvements. The property is part of the Brooks Pit, which the Town holds an option to purchase for Firestone Reservoir No. 2. The Option To Purchase Agreement includes a sample Temporary Access and Improvement agreement, which we have modified for this easement. The Town is currently negotiating the purchase of this property and, if completed, will preclude the need for a permanent easement. If the purchase of the property is not completed, then the Town will secure a permanent easement for these facilities.

HISTORY AND PREVIOUS BOARD ACTION

On October 12, 2016, the Board approved Ordinance 897, approving a Purchase and Exchange Agreement with LG Everist to purchase Reservoir No. 1.

On October 10, 2018, the Board approved a design services agreement with Acuity, LLC, to design the Firestone Reservoir No. 1 improvements.

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

On September 23, 2020, the Board approved Resolution 20-85 awarding the construction contract for the Firestone Reservoir No. 1 Supply and Delivery Construction to Hudick Excavating, Inc.

RECOMMENDATION

Staff recommends the Board approve the attached resolution and authorize the Mayor and staff to complete any final easement agreement language revisions.

ALTERNATIVES

N/A

ATTACHMENTS

1. Resolution 21-29 LG Everist TCE
2. Brooks Farm Temporary Construction and Access Easement (2021.01.20)
3. Reservoir 1 Easement Exhibit

FINANCIAL CONSIDERATIONS

None

RESOLUTION NO. 21-29

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, ACCEPTING A GRANT OF TEMPORARY
CONSTRUCTION EASEMENT FROM LG EVERIST, INC. FOR
CONSTRUCTION OF IMPROVEMENTS RELATED TO THE DIVERSION
OF WATER FROM LAST CHANCE DITCH TO THE FIRESTONE
RESERVOIR NO. 1 PROPERTY**

WHEREAS, LG Everist, Incorporated (“Grantor”) owns certain real property located in Weld County, Colorado; and

WHEREAS, the Town desires to install water diversion and transport facilities on a portion of Grantor’s Property (the “Easement Property”), which include certain related infrastructure, including irrigation ditch diversion/metering structure, pipeline, and valves for the diversion of water from the Last Chance Ditch and storm drainage facilities consisting of a side-spill weir and associated drainage channel off the Last Chance Ditch to the Firestone Reservoir No. 1 property (collectively, the “Improvements”); and

WHEREAS, the Town desires to obtain from Grantor, and Grantor desires to grant to the Town, a temporary easement on, over, under and across the Easement Property for the purpose of constructing the Improvements within the Easement Property.

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

Section 1. The Board of Trustees accepts the grant of a temporary construction easement from LG Everist, Inc. to the Town to use a strip of land owned by LG Everist, Inc. for constructing water diversion and transport facilities on said strip of land.

Section 2. Within ninety (90) days of the date of this resolution, LG Everist, Inc. shall execute and deliver for execution to the Town Manager, a written instrument of conveyance of a temporary construction easement in a form approved by the Town Attorney, consistent with the intent and purposes of this resolution.

INTRODUCED, READ AND ADOPTED this __ day of _____, 2021.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

TEMPORARY ACCESS AND IMPROVEMENTS EASEMENT AGREEMENT

THIS TEMPORARY ACCESS AND IMPROVEMENTS EASEMENT AGREEMENT (this **Easement Agreement**) is made as of the ____ day of _____, 20____, by and between L.G. EVERIST, INCORPORATED, an Iowa corporation, with its Colorado corporate offices at 7321 East 88th Avenue, Suite 200, Henderson, Colorado 80640 (**Grantor**), and the TOWN OF FIRESTONE, a Colorado municipal corporation, acting by and through its Town of Firestone Water Activity Enterprise, organized and existing as a “water activity enterprise” under C.R.S. 37-4.1-101 et seq., whose address is 8308 Colorado Blvd., Suite 200, Firestone, Colorado 80504, Attention: Town Manager (**Grantee**). Grantor and Grantee are sometimes referred to herein individually as a **Party** or collectively as the **Parties**.

RECITALS:

A. WHEREAS, Grantor owns certain real property located in Weld County, Colorado, hereinafter referred to as the **Easement Property**, as more specifically defined in **Exhibit A** attached hereto;

B. WHEREAS, Grantor and Grantee have entered into that certain Purchase and Sale Agreement (Carbon Valley Parcel) effective as of October 12, 2016 (the **Purchase Agreement**), whereby the Grantor has agreed to extend to Grantee an option to purchase the Brooks Farm Parcel;

C. WHEREAS, Grantee desires to install water diversion and transport facilities on the Easement Property (the **Project**) which include certain related infrastructure, including irrigation ditch check structure, ditch diversion/metering structure, water diversion box, pipelines, and valves for the diversion of water from the Last Chance Ditch to the Carbon Valley Parcel and the Brooks Farm Parcel (collectively, the **Improvements**); and

D. WHEREAS, Grantee desires to obtain from Grantor, and Grantor desires to grant to Grantee, a temporary easement on, over, under and across the Easement Property for the purpose of constructing the Improvements within the Easement Property (such activities, collectively, the Easement Activities as more specifically defined below);

EASEMENT:

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby confessed and acknowledged, Grantor and Grantee agree as follows:

GRANT OF EASEMENT. Grantor does hereby declare, establish and create for the benefit of Grantee and Grantee’s agents, employees, contractors, concessionaires, representatives, successors and assigns, a temporary, non-exclusive easement (the **Easement**) on, over, across and under the Easement Property for the purpose of: (a) installing, constructing, locating, surveying, maintaining, and repairing the Improvements and the Project, and (b) access, ingress, and egress reasonably necessary to accomplish the foregoing (collectively, the **Easement Activities**).

COVENANTS OF GRANTEE. In exercising the rights granted hereunder, performing the Easement Activities, and otherwise accessing the Easement Property, Grantee agrees to each of the following covenants:

Grantee shall protect the Easement Property and any adjacent lands of Grantor or others from damage caused in whole or in part by acts or omissions of Grantee, its agents, employees, contractors, concessionaires, representatives, successors and assigns (collectively, and together with Grantee, **Grantee's Responsible Parties**). Grantee shall clean, cure, repair and correct any such damage to any elements of the Easement Property or the above referenced adjacent lands, including, but not limited to, any utilities, structures and other improvements situate therein or thereon, and shall keep all of such property reasonably clean and clear of equipment, building materials, dirt, debris, and similar materials.

All Easement Activities shall be performed at Grantee's sole cost and expense.

Grantee's Responsible Parties shall enter onto the Easement Property and utilize the Easement granted hereunder at their own risk and they further assume all risks related to the same. Grantor shall have no liability to Grantee's Responsible Parties for any and all claims, damages, losses, liens, costs, liabilities, fines, and expenses (including reasonable attorneys' fees and court costs), damage to or destruction of property, and death of or injury to any person related to or arising from entry onto the Easement Property and Grantor is hereby irrevocably and forever released from the same.

In all actions undertaken on the Easement Property by any of Grantee's Responsible Parties, all work shall be completed in a workmanlike manner, free of all liens (including mechanics' liens) and encumbrances on the Easement Property.

Grantee shall not cause, or permit to be caused by any of Grantee's Responsible Parties, any Hazardous Materials (as defined below) to be transported to, or dumped, spilled, released, permanently stored, or deposited on, over or beneath the Easement Property or any other lands owned by Grantor. **Hazardous Materials** means substances, materials or waste the generation, handling, storage, treatment or disposal of which is regulated by any local, state or federal government authority or laws, as a hazardous waste, hazardous material, hazardous substance, pollutant or contaminant and including, without limitation, those designated as a hazardous substance under Section 311 or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Secs. 1321, 1317), defined as a hazardous waste under Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Sec. 6903), or defined as a hazardous substance under Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Sec. 9601), and, including, without limitation, petroleum products and byproducts, PCBs and asbestos.

Grantee shall comply with all applicable federal, state and local laws, rules and ordinances in connection with its use of the Easement Property and shall obtain all permits and approvals required by applicable governmental or quasi-governmental entities in connection with Grantee's Easement Activities and use of the Easement Property as permitted hereunder.

The Easement and rights granted herein shall not be used in such a manner as to violate any county regulation, city ordinance or state or federal law, rule or regulation.

Grantee shall utilize the Easement in such a manner so as to avoid any interruption of or interference with Grantor's mining operations and/or reclamation of the Easement Property as provided for under Grantor's mining and reclamation permits.

Grantee shall indemnify and hold Grantor harmless from and against any damage that may be incurred by Grantor as a result of the activities of Grantee under the Easement, provided, however, that nothing herein shall be construed as a waiver of any of Grantee's rights and privileges under the Colorado Governmental Immunity Act.

GRANTOR'S OBLIGATIONS.

Grantor shall not disturb, without obtaining Grantee's prior written consent (which consent shall not be unreasonably withheld), any Improvements nor permit to be built, created or constructed, any obstruction, building, improvement or other structure on, over or under any Improvements that will interfere with the operation or function of the Improvements.

GENERAL PROVISIONS.

Easement Term. This Easement Agreement, including the Easement and all other covenants, agreements, rights and obligations created hereby, shall run with the Easement Property, and shall be binding on and inure to the benefit of all persons having or acquiring fee title to the Easement Property, all upon the terms, provisions and conditions set forth herein. The rights granted hereunder to Grantee are personal to Grantee and may not be assigned by Grantee without Grantor's prior written consent. The Easement Agreement shall terminate upon the earlier to occur; 1) December 31, 2022, or 2) execution and conveyance of a permanent Access and Improvement Easement Agreement associated with a purchase and sale agreement for the Brooks Farm Parcel between Grantor and Grantee.

Successors and Assigns. This Easement Agreement shall be binding on Grantor's and Grantee's respective successors and assigns; provided, however, that Grantee may not assign this Easement Agreement or its rights or delegate its obligations hereunder except as provided in Section 0 above.

Section Headings. The Section headings herein are inserted only for convenience and reference and shall in no way define, limit, or prescribe the scope or intent of any provisions of this Easement Agreement.

Severability. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision herein and any present or future statute, law, ordinance or regulation contrary to which the Parties have no legal right to contract, the latter shall prevail, but the provision of this Easement Agreement affected shall be limited only to the extent necessary to bring it within the requirements of such statute, law, ordinance or regulation.

Counterparts. This Easement Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

Governing Law. The terms and provisions of this Easement Agreement, and the interpretation and enforcement thereof, shall be governed by the laws of the State of Colorado, to which all Parties consent to venue and jurisdiction.

Waiver. No term or condition of this Easement Agreement will be deemed to have been waived or amended unless expressed in writing, and the waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition.

Amendment. This Easement Agreement may not be amended or terminated except by a written instrument signed by the fee-owner(s) of the Easement Property and the Grantee.

Entire Agreement. This Easement Agreement, together with the exhibits attached hereto and the applicable provisions of the Purchase Agreement, contains the entire agreement of the Parties with respect to the subject matter hereof and no prior written or oral agreement shall have any force or effect or be binding upon the Parties. This Easement Agreement shall be binding upon, and inure to the benefit of, the Parties, their heirs, executors, personal representatives, nominees, successors or permitted assigns.

Notices. All notices, requests, demands, or other communications (collectively, **Notices**) hereunder shall be in writing and given by (i) established express delivery service which maintains delivery records requiring a signed receipt, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested to the Parties at the following address, or at such other address as the parties may designate by Notice in the above manner.

If to Grantor: L.G. Everist, Inc.
Mountain Division Office
7321 East 88th Avenue Suite 200
Henderson, CO 80640
Attn: Matthew Noteboom, VP-Mountain

With a copy to: Welborn Sullivan Meck & Tooley, P.C.
1125 17th Street, Suite 2200
Denver, CO 80202
Attn: Mike Fredregill

If to Grantee: Town of Firestone
8308 Colorado Blvd., Suite 200
Firestone, CO 80504
Attn: Town Manager

With a copy to: Bradley C. Grasmick, Esq.
Lawrence Jones Custer Grasmick, LLP
5245 Ronald Reagan Blvd., Suite 1
Johnstown, CO 80534

Notices shall be effective (a) upon receipt if sent by an established express delivery service which maintains delivery records requiring a signed receipt, (b) upon receipt by the addressee of a hand delivery, or (c) three days following the date of mailing via certified or registered mail, postage prepaid, return receipt requested.

Default. If any Party breaches any provision of this Easement Agreement and fails to cure such breach within 10 days after written notice thereof, the non-breaching Party shall be entitled to any and all remedies, legal or equitable, which may be available including, without limitation, specific performance. All such remedies, including those set forth in this Easement Agreement, shall be cumulative.

No Attorney's Fees or Costs. In the event of any litigation, mediation, arbitration or other dispute resolution process arising out of this Easement Agreement, the Parties agree that each shall be responsible for their own costs and fees associated with any such legal action.

Authority to Execute. Each person executing this Easement Agreement represents and warrants that he is duly authorized to execute this Easement Agreement by the Party on whose behalf he is so executing.

Recordation. Either Party may record this Easement Agreement against the Easement Property in the appropriate jurisdiction. Notwithstanding the foregoing, in the event this Easement Agreement is terminated and either Party desires to record an instrument evidencing such termination, the Parties shall prepare, execute and record, at the shared expense of both Parties, any reasonable instrument necessary to release this Easement Agreement of record.

Disclaimer of Joint Venture. This Easement Agreement is not intended to create a joint venture, partnership or agency relationship between Grantor and Grantee, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

Incorporation of Recitals. The above Recitals are true and correct and incorporated herein.

Construction. The Parties have participated jointly in the negotiation and drafting of this Easement Agreement. In the event an ambiguity or question of intent or interpretation arises, this Easement Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Easement Agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement as of the date first above written.

GRANTOR:

L.G. EVERIST, INCORPORATED,
an Iowa corporation

By: _____
Name: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Easement Agreement was acknowledged before me this _____ day of _____, 20____, by _____ of L.G. EVERIST, INCORPORATED, an Iowa corporation.

Witness my hand and official seal.
My commission expires: _____

Notary Public

GRANTEE:

TOWN OF FIRESTONE,
a Colorado municipal corporation, acting
by and through its Town of Firestone Water
Activity Enterprise, organized and existing
as a “water activity enterprise” under
C.R.S. 37-4.1-101 et seq.

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Easement Agreement was acknowledged before me this _____ day of _____, 20____, by _____ as _____ of the Town of Firestone, a Colorado municipal corporation, acting by and through its Town of Firestone Water Activity Enterprise, organized and existing as a “water activity enterprise” under C.R.S. 37-4.1-101 et seq.

Witness my hand and official seal.
My commission expires: _____

Notary Public

EXHIBIT A

Legal Description of Easement Property

Being a part of Tract A, Block 1 of the Brooks Farm First Subdivision as evidenced in the Minor Plat of the same name recorded with Weld County Clerk and Recorder at Reception No. 2993165, on October 3, 2002, located in the Northwest Quarter of Section 6, Township 2 North, Range 67 West of the Sixth Principle Meridian, Town of Firestone, Weld County, Colorado, more particularly described as follows:

Commencing at the Northwest Corner of Section 6, Township 2 North, Range 67 West of the Sixth Principle Meridian, from which the West Quarter Corner of said Section 6 bears S00°24'19"W 2,661.34' (basis of bearing), thence along the North line of the Northwest Quarter of Section 6 S89°12'01"E 1,270.63'; thence departing said North line S01°14'59"W 1,951.16' along the East line of said Tract A to the Point of Beginning;

The following four courses and distances being the boundary of the Easement Property;

- 1) Thence continuing along East line of Tract A S01°14'59"W 400.00' to a point approximately 50' south of the centerline of the Last Chance Ditch;
- 2) Thence S91°14'59"W 200.00';
- 3) Thence N01°14'59"E 400.00';
- 4) Thence N91°14'59"E 200.00' to the Point of Beginning.

Said Easement Property being 80,000 square feet, more or less.

Untitled Map

Write a description for your map.

Legend

Tricycle Lane Texas
(Burnco) Construction
Easement

St Vrain
WTP

Last Chance Ditch

United Power
Easement

Firestone
Reservoir No. 1

LG Everist
Construction
Easement

Last Chance Ditch

Google Earth

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Colorado Blvd

2000 ft



AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.e

Discussion/Action

Meeting Date: February 10, 2021

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 21-30: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACCEPTING A GRANT OF TEMPORARY CONSTRUCTION EASEMENT FROM TRICYCLE LANE TEXAS, LLC FOR CONSTRUCTION OF AN IRRIGATION DITCH AND STORM DRAINAGE IMPROVEMENTS

SUMMARY

Some of the improvements associated with the diversion infrastructure to convey water from the Rural Ditch to the Last Chance Ditch for the Firestone Reservoir No. 1 project will cross property owned by Tricycle Lane Texas LLC (a land holding company associated with Burnco). In addition, there are some temporary drainage improvements the Town is required to install as part of our agreement with the Last Chance Ditch Company. A temporary construction easement is needed to allow us to build those improvements. The Town is currently in discussions with this landowner to purchase this property to accommodate a future regional drainage improvement. If the purchase of the property is not completed, then the Town will secure a permanent easement for these facilities.

HISTORY AND PREVIOUS BOARD ACTION

On October 12, 2016, the Board approved Ordinance 897, approving a Purchase and Exchange Agreement with LG Everist to purchase Reservoir No. 1.

On October 10, 2018, the Board approved a design services agreement with Acuity, LLC, to design the Firestone Reservoir No. 1 improvements.

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

On September 23, 2020, the Board approved Resolution 20-85 awarding the construction contract for the Firestone Reservoir No. 1 Supply and Delivery Construction to Hudick Excavating, Inc.

RECOMMENDATION

Staff recommends the Board approve the attached resolution and authorize the Mayor and staff to complete any final easement agreement modifications.

ALTERNATIVES

N/A

ATTACHMENTS

1. Resolution 21-30 Tricycle Lane TCE
2. Shores Temporary Construction and Access Easement (2021.01.29)
3. Reservoir 1 Easement Exhibit

FINANCIAL CONSIDERATIONS

None

RESOLUTION NO. 21-30

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, ACCEPTING A GRANT OF TEMPORARY
CONSTRUCTION EASEMENT FROM TRICYCLE LANE TEXAS, LLC
FOR CONSTRUCTION OF AN IRRIGATION DITCH AND STORM
DRAINAGE IMPROVEMENTS**

WHEREAS, Tricycle Lane Texas, LLC (“Grantor”) owns certain real property located in Weld County, Colorado; and

WHEREAS, the Town desires to install water diversion and transport facilities and storm drainage facilities on a portion of Grantor’s Property (the “Easement Property”), which include certain related infrastructure, including irrigation ditch diversion/metering structure, pipeline, and valves for the diversion of water from the Rural Ditch to the Last Chance Ditch and storm drainage facilities consisting of a side-spill weir and associated drainage channel off the Last Chance Ditch (collectively, the “Improvements”); and

WHEREAS, the Town desires to obtain from Grantor, and Grantor desires to grant to the Town, a temporary easement on, over, under and across the Easement Property for the purpose of constructing the Improvements within the Easement Property.

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

Section 1. The Board of Trustees accepts the grant of a temporary construction easement from Tricycle Lane Texas, LLC to the Town to use a strip of land owned by Tricycle Lane Texas, LLC for constructing water diversion and transport facilities and storm drainage facilities on said strip of land.

Section 2. Within ninety (90) days of the date of this resolution, Tricycle Lane, Texas LLC shall execute and deliver for execution to the Town Manager, a written instrument of conveyance of a temporary construction easement in a form approved by the Town Attorney, consistent with the intent and purposes of this resolution.

INTRODUCED, READ AND ADOPTED this ___ day of _____, 2021.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

TEMPORARY ACCESS AND IMPROVEMENTS EASEMENT AGREEMENT

THIS TEMPORARY ACCESS AND IMPROVEMENTS EASEMENT AGREEMENT (this **Easement Agreement**) is made as of the ____ day of _____, 20____, by and between TRICYCLE LANE TEXAS LLC, an Texas limited liability company, with its Colorado corporate offices at 11401 County Road 9 ¾, Longmont, Colorado 80504 (**Grantor**), and the TOWN OF FIRESTONE, a Colorado municipal corporation, acting by and through its Town of Firestone Water Activity Enterprise, organized and existing as a “water activity enterprise” under C.R.S. 37-4.1-101 et seq., whose address is 8308 Colorado Blvd., Suite 200, Firestone, Colorado 80504, Attention: Town Manager (**Grantee**). Grantor and Grantee are sometimes referred to herein individually as a **Party** or collectively as the **Parties**.

RECITALS:

A. WHEREAS, Grantor owns certain real property located in Weld County, Colorado, hereinafter referred to as the **Easement Property**, as more specifically defined in **Exhibit A** attached hereto;

B. WHEREAS, Grantee desires to install water diversion and transport facilities and storm drainage facilities on the Easement Property (the **Project**) which include certain related infrastructure, including irrigation ditch diversion/metering structure, pipeline, and valves for the diversion of water from the Rural Ditch to the Last Chance Ditch and storm drainage facilities consisting of a side-spill weir and associated drainage channel off the Last Chance Ditch (collectively, the **Improvements**); and

D. WHEREAS, Grantee desires to obtain from Grantor, and Grantor desires to grant to Grantee, a temporary easement on, over, under and across the Easement Property for the purpose of constructing the Improvements within the Easement Property (such activities, collectively, the Easement Activities as more specifically defined below);

EASEMENT:

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby confessed and acknowledged, Grantor and Grantee agree as follows:

GRANT OF EASEMENT. Grantor does hereby declare, establish and create for the benefit of Grantee and Grantee’s agents, employees, contractors, concessionaires, representatives, successors and assigns, a temporary, non-exclusive easement (the **Easement**) on, over, across and under the Easement Property for the purpose of: (a) installing, constructing, locating, surveying, maintaining, an repairing the Improvements and the Project, and (b) access, ingress, and egress reasonably necessary to accomplish the foregoing (collectively, the **Easement Activities**).

COVENANTS OF GRANTEE. In exercising the rights granted hereunder, performing the Easement Activities, and otherwise accessing the Easement Property, Grantee agrees to each of the following covenants:

Grantee shall protect the Easement Property and any adjacent lands of Grantor or others from damage caused in whole or in part by acts or omissions of Grantee, its agents, employees, contractors, concessionaires, representatives, successors and assigns (collectively, and together with Grantee, **Grantee's Responsible Parties**). Grantee shall clean, cure, repair and correct any such damage to any elements of the Easement Property or the above referenced adjacent lands, including, but not limited to, any utilities, structures and other improvements situate therein or thereon, and shall keep all of such property reasonably clean and clear of equipment, building materials, dirt, debris, and similar materials.

All Easement Activities shall be performed at Grantee's sole cost and expense.

Grantee's Responsible Parties shall enter onto the Easement Property and utilize the Easement granted hereunder at their own risk and they further assume all risks related to the same. Grantor shall have no liability to Grantee's Responsible Parties for any and all claims, damages, losses, liens, costs, liabilities, fines, and expenses (including reasonable attorneys' fees and court costs), damage to or destruction of property, and death of or injury to any person related to or arising from entry onto the Easement Property and Grantor is hereby irrevocably and forever released from the same.

In all actions undertaken on the Easement Property by any of Grantee's Responsible Parties, all work shall be completed in a workmanlike manner, free of all liens (including mechanics' liens) and encumbrances on the Easement Property.

Grantee shall not cause, or permit to be caused by any of Grantee's Responsible Parties, any Hazardous Materials (as defined below) to be transported to, or dumped, spilled, released, permanently stored, or deposited on, over or beneath the Easement Property or any other lands owned by Grantor. **Hazardous Materials** means substances, materials or waste the generation, handling, storage, treatment or disposal of which is regulated by any local, state or federal government authority or laws, as a hazardous waste, hazardous material, hazardous substance, pollutant or contaminant and including, without limitation, those designated as a hazardous substance under Section 311 or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Secs. 1321, 1317), defined as a hazardous waste under Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Sec. 6903), or defined as a hazardous substance under Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Sec. 9601), and, including, without limitation, petroleum products and byproducts, PCBs and asbestos.

Grantee shall comply with all applicable federal, state and local laws, rules and ordinances in connection with its use of the Easement Property and shall obtain all permits and approvals required by applicable governmental or quasi-governmental entities in connection with Grantee's Easement Activities and use of the Easement Property as permitted hereunder.

The Easement and rights granted herein shall not be used in such a manner as to violate any county regulation, city ordinance or state or federal law, rule or regulation.

Grantee shall utilize the Easement in such a manner so as to avoid any interruption of or interference with Grantor's mining operations and/or reclamation of the Easement Property as provided for under Grantor's mining and reclamation permits.

Grantee shall indemnify and hold Grantor harmless from and against any damage that may be incurred by Grantor as a result of the activities of Grantee under the Easement, provided, however, that nothing herein shall be construed as a waiver of any of Grantee's rights and privileges under the Colorado Governmental Immunity Act.

GRANTOR'S OBLIGATIONS.

Grantor shall not disturb, without obtaining Grantee's prior written consent (which consent shall not be unreasonably withheld), any Improvements nor permit to be built, created or constructed, any obstruction, building, improvement or other structure on, over or under any Improvements that will interfere with the operation or function of the Improvements.

GENERAL PROVISIONS.

Easement Term. This Easement Agreement, including the Easement and all other covenants, agreements, rights and obligations created hereby, shall run with the Easement Property, and shall be binding on and inure to the benefit of all persons having or acquiring fee title to the Easement Property, all upon the terms, provisions and conditions set forth herein. The rights granted hereunder to Grantee are personal to Grantee and may not be assigned by Grantee without Grantor's prior written consent. The Easement Agreement shall terminate upon the earlier to occur; 1) December 31, 2022, or 2) conveyance of fee interest to the property to Grantee.

Successors and Assigns. This Easement Agreement shall be binding on Grantor's and Grantee's respective successors and assigns; provided, however, that Grantee may not assign this Easement Agreement or its rights or delegate its obligations hereunder except as provided above.

Section Headings. The Section headings herein are inserted only for convenience and reference and shall in no way define, limit, or prescribe the scope or intent of any provisions of this Easement Agreement.

Severability. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision herein and any present or future statute, law, ordinance or regulation contrary to which the Parties have no legal right to contract, the latter shall prevail, but the provision of this Easement Agreement affected shall be limited only to the extent necessary to bring it within the requirements of such statute, law, ordinance or regulation.

Counterparts. This Easement Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

Governing Law. The terms and provisions of this Easement Agreement, and the interpretation and enforcement thereof, shall be governed by the laws of the State of Colorado, to which all Parties consent to venue and jurisdiction.

Waiver. No term or condition of this Easement Agreement will be deemed to have been waived or amended unless expressed in writing, and the waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition.

Amendment. This Easement Agreement may not be amended or terminated except by a written instrument signed by the fee-owner(s) of the Easement Property and the Grantee.

Entire Agreement. This Easement Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and no prior written or oral agreement shall have any force or effect or be binding upon the Parties. This Easement Agreement shall be binding upon, and inure to the benefit of, the Parties, their heirs, executors, personal representatives, nominees, successors or permitted assigns.

Notices. All notices, requests, demands, or other communications (collectively, **Notices**) hereunder shall be in writing and given by (i) established express delivery service which maintains delivery records requiring a signed receipt, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested to the Parties at the following address, or at such other address as the parties may designate by Notice in the above manner.

If to Grantor: Tricycle Lane Texas LLC
11401 County Road 9 3/4
Longmont, CO 80504
Attn: Mark Johnson

With a copy to: _____

Attn: _____

If to Grantee: Town of Firestone
PO Box 100
Firestone, CO 80520
Attn: Town Manager

With a copy to: Bradley C. Grasmick, Esq.
Lawrence Jones Custer Grasmick, LLP
5245 Ronald Reagan Blvd., Suite 1
Johnstown, CO 80534

Notices shall be effective (a) upon receipt if sent by an established express delivery service which maintains delivery records requiring a signed receipt, (b) upon receipt by the addressee of a hand delivery, or (c) three days following the date of mailing via certified or registered mail, postage prepaid, return receipt requested.

Default. If any Party breaches any provision of this Easement Agreement and fails to cure such breach within 10 days after written notice thereof, the non-breaching Party shall be entitled to any

and all remedies, legal or equitable, which may be available including, without limitation, specific performance. All such remedies, including those set forth in this Easement Agreement, shall be cumulative.

No Attorney's Fees or Costs. In the event of any litigation, mediation, arbitration or other dispute resolution process arising out of this Easement Agreement, the Parties agree that each shall be responsible for their own costs and fees associated with any such legal action.

Authority to Execute. Each person executing this Easement Agreement represents and warrants that he is duly authorized to execute this Easement Agreement by the Party on whose behalf he is so executing.

Recordation. Either Party may record this Easement Agreement against the Easement Property in the appropriate jurisdiction. Notwithstanding the foregoing, in the event this Easement Agreement is terminated and either Party desires to record an instrument evidencing such termination, the Parties shall prepare, execute and record, at the shared expense of both Parties, any reasonable instrument necessary to release this Easement Agreement of record.

Disclaimer of Joint Venture. This Easement Agreement is not intended to create a joint venture, partnership or agency relationship between Grantor and Grantee, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

Incorporation of Recitals. The above Recitals are true and correct and incorporated herein.

Construction. The Parties have participated jointly in the negotiation and drafting of this Easement Agreement. In the event an ambiguity or question of intent or interpretation arises, this Easement Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Easement Agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement as of the date first above written.

GRANTOR:

TRICYCLE LANE TEXAS LLC,
a Texas limited liability company

By: _____
Name: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Easement Agreement was acknowledged before me this _____ day of _____, 20____, by _____ of TRICYCLE LANE TEXAS LLC, a Texas limited liability company.

Witness my hand and official seal.
My commission expires: _____

Notary Public

GRANTEE:

TOWN OF FIRESTONE,
a Colorado municipal corporation, acting
by and through its Town of Firestone Water
Activity Enterprise, organized and existing
as a “water activity enterprise” under
C.R.S. 37-4.1-101 et seq.

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Easement Agreement was acknowledged before me this _____ day of _____, 20____, by _____ as _____ of the Town of Firestone, a Colorado municipal corporation, acting by and through its Town of Firestone Water Activity Enterprise, organized and existing as a “water activity enterprise” under C.R.S. 37-4.1-101 et seq.

Witness my hand and official seal.
My commission expires: _____

Notary Public

EXHIBIT A

Legal Description of Easement Property

Being a part of Lot B, Recorded Exemption 1313-1-2-RE2024 recorded with the Weld County Clerk and Recorder at Reception No. 2562346, located in the East half of the Northwest Quarter of Section 1, Township 2 North, Range 68 West of the Sixth Principle Meridian, Town of Firestone, Weld County, Colorado, more particularly described as follows:

Commencing at the Southeast Corner of the Northeast Quarter of the Northwest Quarter of Section 1, Township 2 North, Range 68 West of the Sixth Principle Meridian, from which the Center Quarter Corner of said Section 1 bears S00°09'44"E 1,330.13' (basis of bearing), thence along the East line of the Northeast Quarter of the Northwest Quarter of Section 1 N00°09'44"W 850.00' to the Point of Beginning;

The following four courses and distances being the boundary of the Easement Property;

- 1) Thence departing said East line N90°09'44"W 300.00';
- 2) Thence N00°09'44"W 440.00';
- 3) Thence S90°09'44"E 300.00' to the East line of Northeast Quarter of the Northwest Quarter of Section 1;
- 4) Thence along said East line S00°09'44"E 440.00' to the Point of Beginning.

Said Easement Property being 132,000 square feet, more or less.

Untitled Map

Write a description for your map.

Legend

Tricycle Lane Texas
(Burnco) Construction
Easement

St Vrain
WTP

Last Chance Ditch

United Power
Easement

Firestone
Reservoir No. 1

LG Everist
Construction
Easement

Last Chance Ditch

Google Earth

© 2020 Google

Colorado Blvd

2000 ft



AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.f

Discussion/Action

Meeting Date: February 10, 2021

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 21-31: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND STANTEC CONSULTING SERVICES, INC., FOR A TECHNICAL SLOPE PROTECTION ANALYSIS

SUMMARY

One of the items included in the Town's Water Action Plan is slope protection for Reservoir No. 1. The purpose of this is to reduce erosion and sediment movement from the slopes of the reservoir into the bottom of the reservoir caused by waves and by the regularly fluctuating water surface of the reservoir. This helps preserve water quality in the water we pump out of the reservoir (either to the St Vrain River or to the planned Non-Potable Irrigation System) and helps protect the integrity of the embankment portion of the reservoir perimeter. Staff has worked out a scope and budget for the analysis of alternative slope protection materials and coverages. This information will then be used to develop construction documents for the installation of the slope protection.

Wenk Associates has been a part of most of the Town's major water resources development projects, including the Reservoir No. 1 infrastructure design and construction. They have the expertise and resources to effectively complete the analysis needed and help with its implementation as part of their role in constructing the Reservoir No. 1 Infrastructure Improvements. And because of their institutional knowledge and current role with this project, there is substantial efficiency in having them perform this service rather than trying to get a new firm up to speed. The contract will actually be with Stantec Consulting Services because they recently acquired Wenk, but the work to be performed will be by the former Wenk team we have always worked with.

HISTORY AND PREVIOUS BOARD ACTION

On October 12, 2016, the Board approved Ordinance 897, approving a Purchase and Exchange Agreement with LG Everist to purchase Reservoir No. 1.

On October 10, 2018, the Board approved a design services agreement with Acuity, LLC, to design the Firestone Reservoir No. 1 improvements.

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

On September 23, 2020, the Board approved Resolution 20-85 awarding the construction contract for the Firestone Reservoir No. 1 Supply and Delivery Construction to Hudick Excavating, Inc.

RECOMMENDATION

Staff recommends the Board approve the attached resolution and authorize the Mayor to execute the professional services agreement on behalf of the Town.

ALTERNATIVES

The Board could direct staff to solicit more proposals or to modify the terms of this agreement.

ATTACHMENTS

1. Resolution 21-31 Stantec PSA
2. Reservoir No 1 Slope Protection Analysis-Stantec (2021.02.01)

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 21-~~XX~~31

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF
FIRESTONE AND L.E.R., INC., DBA RENNER SPORTS SURFACES STANTEC
CONSULTING SERVICES, INC., FOR A TECHNICAL SLOPE PROTECTION
ANALYSIS ~~THE SURFACING OF PICKLEBALL COURTS AT SETTLERS PARK~~**

WHEREAS, the Town of Firestone ("Town") is in need of professional services for the development of a slope protection analysis, technical memorandum and cost opinion relating to the Firestone Reservoir construction design (the "Services") ~~Settlers Park pickleball courts surfacing~~; and

WHEREAS, Stantec Consulting Services, Inc. ("Stantec") has the required expertise to provide the requested Services; and

WHEREAS, Stantec is best suited to perform the Services required by Firestone in a cost-effective manner.

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

The Agreement between the Town of Firestone and ~~Renner Sports Surfaces~~ Stantec Consulting Services, Inc. for development of a slope protection analysis, technical memorandum and cost opinion in association with the Firestone Reservoir construction design ~~the surfacing of the Settlers Parks pickleball courts~~ 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 10th day of February, 2021.

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 _____, 2021 (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 **Stantec Consulting Services Inc.**, a New York corporation and an independent contractor with a principal place of business at **370 Interlocken Boulevard, Suite 300, Broomfield, CO 80021** ("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: **Reservoir No. 1 Slope Protection Alternatives Analysis (W2021-XXXX)**

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 \$19,300.00. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

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

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

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

V. OWNERSHIP

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

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

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

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

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

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

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

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

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

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

TOWN OF FIRESTONE, COLORADO

Mayor, Bobbi Sindelar

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**STANTEC CONSULTING
SERVICES INC.**

By: _____

Print: _____

Title: _____

ATTEST:

Print Name: _____

DEPARTMENT PROGRAM AFFIDAVIT

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

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

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

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

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

Signature

Date

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to (or affirmed) before me this ____ day of _____, 2021, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

EXHIBIT A

SCOPE OF SERVICES

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

1. Slope Protection Alternatives Analysis.
 - a. Review currently planned reservoir freeboard and operating conditions provided by the Town.
 - b. Perform fetch analysis to assess wave action on the slopes of the reservoir.
 - c. Consider two alternative slope protection methods (aggregate and liner).
 - d. For the preferred method, provide installation recommendations for three coverage scenarios:
 - i. Entire bank for the full circumference of the reservoir;
 - ii. Freeboard down to bank elevation 20' below maximum operating water surface for the full circumference of the reservoir;
 - iii. Freeboard down to bank elevation 20' below maximum operating water surface for the embankment portion of the reservoir only.
2. Prepare a final report that includes the assumptions and calculations made in the analysis, explanation of the protection methods considered, explanation of the preferred method, and key elements of the selected method installation.

The Contractor shall include all necessary subconsultants for the performance of the work.

In addition to those items listed above, the Scope of Services shall include the following 4 pages submitted to the Town as part of the proposal for this project.



Stantec Consulting Services Inc.
7000 Yellowtail Rd, Ste 230, Cheyenne, WY 82009

January 20 2021
File: B006365-20-501

Attention: Mr. Dave Lindsay, PE
2204 Hoffman Drive
Loveland, CO 80538

Dear Mr. Lindsay,

Reference: Firestone Reservoir No. 1 Slope Protection

Thank you considering this letter proposal for the Firestone Reservoir No.1 Slope Protection Alternatives Project. As you are aware, we have extensive knowledge of this facility, and appreciate the opportunity to continue work with you on this site. Our proposed scope of services is described below.

Scope of Services

Wenck, now part of Stantec, (Wenck) will analyse slope protection alternatives for Firestone Reservoir No. 1 (Reservoir) and recommend the preferred option. The optimization process will provide maximum storage capacity at minimum costs. We will identify and recommend the optimal slope protection extents and types to protect the existing clay liner.

Freeboard Analysis

Our approach will be like a typical freeboard analysis for the Reservoir. If a desired freeboard is known, we will analyse treatment extents and types to achieve that target. If unknown, we will select and recommend one. The selected freeboard should provide the most cost-effective storage for the top of the Reservoir (\$/ac-ft). The maximum pool, and subsequent extents requiring protection, may also be impacted by the presence of an overflow spillway.

Lower embankment extents will also be evaluated. Some areas may require little to no treatment. A coarse-grained gravel shell may be suitable in some areas. Reservoir fetch and existing shell grain size will likely control here. We will determine the grain size distribution from existing shell material samples taken from throughout the reservoir.

Fetch Analysis

Wave height development is highly dependent upon reservoir fetch, which is a factored length across the pool. Fetch varies with reservoir and embankment geometry and should be evaluated in multiple areas for this type of facility. The shape of Firestone Reservoir No. 1 clearly suggests maximum fetch will be from North-South directions. We will focus our analysis there.

Reference: Firestone Reservoir No. 1 Slope Protection

Wave Runup and Setup

Wave runup is generally understood as the maximum elevation which the significant wave will reach up the embankment. It is a function of several factors including significant wave height, embankment slope, embankment roughness, and angle of incidence. The significant wave height is itself a factor of design wind-storm speed and fetch. We will calculate significant wave height by selecting a design windstorm, and using the maximum fetch calculated during the previous sub-task.

Wave setup, also known as "wind tide", is a rise of leeward reservoir WSE caused by the shear forces of wind on water. It is added to the calculated wave run-up to determine the true maximum wave extents.

Slope Protection Materials

Slope material types will be selected once significant wave height and wave run-up estimates are known. Different materials will be considered by analysing their effect on wave run-up and ability to resist the significant wave. Our previous history suggests that the system may not be sensitive to minor changes in roughness coefficient. This may allow use of rubble riprap or other cost-effective options which we will explore. We will analyse use of other common options including traditional riprap and articulated block mats (ACBs).

We will check compatibility of the selected protective material with the existing embankment shell. If incompatibility is found, we will determine what type of filter is required to prevent loss of foundation materials through a protective media.

Work Products

Wenck will provide the following deliverable work products:

- Technical Memorandum
 - We will describe our methods and summarize the results of our analysis in a Technical Memorandum. We will provide a draft to you for review prior to finalization.
- Figures
 - We will create figures showing the recommended treatment extents and typical section for the selected material type.
- Opinion of Costs
 - We will develop an opinion of costs for the recommended option and attach it to the Technical Memorandum.

Reference: Firestone Reservoir No. 1 Slope Protection

Schedule

We propose the following schedule for this project:

<u>Task</u>	<u>Start</u>	<u>End</u>
Analysis	January 25, 2021	February 8, 2021
Tech Memo	February 8, 2021	February 22, 2021

Budget

We will complete the above scope of services for a Lump Sum (LS) price of \$19,300.00.

Thank you again for the opportunity and your consideration. As always, do not hesitate to contact me with any questions or concerns regarding this proposal.

Regards,

Stantec Consulting Services Inc.



Marcus Krall, PE
Associate
Phone: 307-634-7848
Fax: 307-634-7851
mkrall@wenck.com

Attachment: 2021 Fee Schedule

c. C.C.



Responsive partner.
Exceptional outcomes.

WENCK WEST 2021 FEE SCHEDULE

Labor Category	Hourly Rate
Principal Scientist	\$198.00
Project Manager/Principal Engineer	\$190.00
Senior Engineer/Senior Scientist	\$160.00
Project Engineer III	\$145.00
Project Engineer II/Scientist II	\$140.00
Engineer/Scientist I	\$125.00
Senior Designer	\$118.00
Construction Manager	\$118.00
Administration	\$95.00
Clerical	\$95.00
CADD/Technician I	\$80.00

Other Direct Costs

Rate

Mileage.....	\$0.56/mile
Airfare	@ Cost
Per Diem (\$14-Breakfast, \$16-Lunch, \$26-Dinner).....	\$56/day
Lodging (hotel)	@ Cost
Lodging (rental).....	\$75/day
Total Station and Data Recorder	\$100/day
ATV (4-wheeler)	\$125/day
Water Quality Meters (pH/S.C./Temp, Turbidity, TDS)	\$50/day
Water Level Meter	\$35/day
1000 Foot Depth Sounder	\$35/day
Scintillometer	\$125/day
Flow/Discharge Meter	\$50/day
DH-48 Sediment Sampler	\$25/day
Sampling Pumps (peristaltic, submersible)	\$75/day
Field Laptop/Computer	\$75/day
Micro R Meter	\$25/day
RTK Differential GPS Surveying Unit	\$500/day
Nuclear Density Testing	\$150/test
Acoustic Doppler Current Profiler	\$75/day
Consumables (lath, stakes, bailers, ice, baggies, etc.)	@ Cost
Contract Services/Subcontractors	@ Cost
Outside Sourced Testing, Monitoring, and Rental Equipment.....	@ Cost
Outside Services**	@ Cost

Invoices are due upon presentation.

Subcontracted services will be billed at cost.

A Technology/Communication fee of 5% of total Wenck labor costs will be added to each invoice to cover computing, printing, plotting, and copying costs.

** Copies, transparencies, waterproof plots, mylars: Where a determination is made that it is cost effective to send work to outside services receipts will be provided.

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.g

Discussion/Action

Meeting Date: February 10, 2021

Initiated By:

Dept: Communications & Marketing

AGENDA TITLE

George Heath Scholarship Program

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS