



# BOARD OF TRUSTEES

## REGULAR MEETING AGENDA

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March 24, 2021  
7:00 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: 03-24-2021 Board of Trustees Meeting  
Time: Mar 24, 2021 07:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/85946034611?pwd=bUNNWjh4MFZnOWR4Vmd4bUtVL0Zxdz09>

Meeting ID: 859 4603 4611

Passcode: 125440

One tap mobile

+13462487799,,85946034611#,,,,\*125440# US (Houston)

+16699009128,,85946034611#,,,,\*125440# 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 DC)

Meeting ID: 859 4603 4611

Passcode: 125440

Find your local number: <https://us02web.zoom.us/j/kcMHcXTmQ3>

### 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 March 10, 2021 Meeting Minutes

**6.b.** **Resolution 21-39:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BEACON COMMUNICATIONS, LLC FOR THE ANNUAL PREVENTIVE MAINTENANCE INSPECTION OF THE TOWN'S CCTV SYSTEM

**7. Discussion/Action**

**7.a.** **Resolution 21-35:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE URBAN RENEWAL AUTHORITY - SOUTHERN URBAN RENEWAL PLAN

**7.b.** **Resolution 21-36:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE URBAN RENEWAL AUTHORITY - NORTHERN URBAN RENEWAL PLAN

**7.c.** **Resolution 21-37:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE URBAN RENEWAL AUTHORITY - CENTRAL URBAN RENEWAL PLAN

**7.d.** **Resolution 21-38:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE URBAN RENEWAL AUTHORITY REGARDING COORDINATION AND STAFFING OF SERVICES

\* 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.e. **Resolution 21-40:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PUMP PROCUREMENT AGREEMENT WITH WATER TECHNOLOGY GROUP FOR THE PURCHASE OF PUMPS FOR THE TOWN OF FIRESTONES PUMP STATION WHICH WILL TRANSFER TREATED WATER FROM THE ST. VRAIN WATER TREATMENT PLANT

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

9. **Reports**

9.a. Staff

9.a.i. February Financial Report

9.a.ii. Town Banking Discussion

9.b. Mayor

9.c. Trustees

10. **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:** March 24, 2021

**Initiated By:** Jessica Koenig

**Dept:** Town Clerk

**AGENDA TITLE**

Approval of March 10, 2021 Meeting Minutes

**SUMMARY**

**HISTORY AND PREVIOUS BOARD ACTION**

**RECOMMENDATION**

Approval of March 10, 2021 Meeting Minutes

**ALTERNATIVES**

**ATTACHMENTS**

1. March 10, 2021 Draft Meeting Minutes

**FINANCIAL CONSIDERATIONS**

TOWN OF FIRESTONE, COLORADO  
Board of Trustees Regular Meeting  
MINUTES  
March 10, 2021

**1. Access Information**

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

Topic: 03-10-2021 Board of Trustees Meeting

Time: Mar 10, 2021 07:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/85961569803?pwd=NWtpaEhXdTdLd3lZTW5WckJmNnVGZz09>

Meeting ID: 859 6156 9803

Passcode: 136597

One tap mobile

+12532158782,,85961569803#,,, \*136597# US (Tacoma)

+13462487799,,85961569803#,,, \*136597# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

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+1 669 900 9128 US (San Jose)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 859 6156 9803

Passcode: 136597

Find your local number: <https://us02web.zoom.us/j/85961569803?pwd=NWtpaEhXdTdLd3lZTW5WckJmNnVGZz09>

**2. Call to Order & Roll Call**

The Board of Trustees of the Town of Firestone met for a Regular Meeting on March 10, 2021, at the Police Department, 9900 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:** Jan Sloat, Director of Human Resources; Paula Mehle, Director of FURA & Economic Development; Raelynn Ferrera, Assistant to the Town Manager; Katie Hansen, Director of Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Todd Bjerkaas, Director of Planning; Marty Ostholhoff, Planning Manager; 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 Trustee Conyac, 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)

Becky Duckworth of Firestone, Colorado, provided public comment on the Central Park Master Plan and the Firestone Regional Sports Complex.

### 6. Consent Agenda

**Motion** by Mayor Pro Tem Jimenez, **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 February 24, 2021 Meeting Minutes

### 7. Land Development

7.a. **PUBLIC HEARING: Ordinance 990: AN ORDINANCE OF THE BOARD OF TRUSTEES**

OF THE TOWN OF FIRESTONE, COLORADO, ZONING CERTAIN LAND, FULLY DESCRIBED HEREIN, TO TOWN OF FIRESTONE PUD R-B/RC (PLANNED UNIT DEVELOPMENT RESIDENTIAL-B/REGIONAL COMMERCIAL) ZONING DISTRICT; AND APPROVING THE FIRELIGHT PARK OUTLINE DEVELOPMENT PLAN

Mayor Sindelar opened the public hearing at 7:05 PM.

Millissa Berry, Senior Planner, presented to the Board of Trustees.

The applicant, Dale Burns, presented to the Board of Trustees. Karen Henry of Henry Design Group, also presented to the Board of Trustees.

There was no one present that wished to give public comment

Mr. Burns responded to Board questions regarding the time period for homes or commercial, public improvements, well access, variations from the Development Code, and water cost impacts on home prices and home types.

Ms. Berry responded to Board questions regarding the variations from the Development Code.

The public hearing for Ordinance 990 was closed at 7:45 PM.

**Motion** by Trustee Conyac, **second** by Trustee Meiring, to Approve **Ordinance 990:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ZONING CERTAIN LAND, FULLY DESCRIBED HEREIN, TO TOWN OF FIRESTONE PUD R-B/RC (PLANNED UNIT DEVELOPMENT RESIDENTIAL-B/REGIONAL COMMERCIAL) ZONING DISTRICT; AND APPROVING THE FIRELIGHT PARK OUTLINE DEVELOPMENT 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. Discussion/Action**

**8.a. Ordinance 991:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY ORDINANCE 713, AND THEREBY ACKNOWLEDGING TERMINATION OF THE IMPROVEMENTS REIMBURSEMENT AGREEMENT (UNION ANNEXATION) BETWEEN THE TOWN OF FIRESTONE AND LIFEBRIDGE CHRISTIAN CHURCH

**Motion** by Mayor Pro Tem Jimenez, **second** by Trustee Whelan, to Approve **Ordinance 991:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY ORDINANCE 713, AND THEREBY ACKNOWLEDGING TERMINATION OF THE IMPROVEMENTS REIMBURSEMENT AGREEMENT (UNION ANNEXATION) BETWEEN THE TOWN OF FIRESTONE AND



LIFEBRIDGE CHRISTIAN CHURCH

**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. Ordinance 992:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY SECTION 3.08.210 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE UNION ANNEXATION IMPROVEMENTS REIMBURSEMENT AGREEMENT

**Motion** by Trustee Doherty, **second** by Trustee Whelan, to Approve **Ordinance 992:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY SECTION 3.08.210 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE UNION ANNEXATION IMPROVEMENTS REIMBURSEMENT AGREEMENT

**Roll Call Vote:**

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

**No:** None

**Abstain:** None

**Motion carried.**

**8.c. Ordinance 993:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY ORDINANCE 714 REGARDING THE UNION ANNEXATION DEVELOPMENT AGREEMENT PERTAINING TO VESTED PROPERTY RIGHTS AGREEMENT

**Motion** by Trustee Whelan, **second** by Trustee Conyac, to Approve **Ordinance 993:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY ORDINANCE 714 REGARDING THE UNION ANNEXATION DEVELOPMENT AGREEMENT PERTAINING TO VESTED PROPERTY RIGHTS AGREEMENT

**Roll Call Vote:**

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

**No:** None

**Abstain:** None

**Motion carried.**

**8.d.** 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 Intergovernmental Agreement with Fort Lupton. Mr. Krieger reported on an email exchange with Platteville regarding a boundary Intergovernmental Agreement. Mr. Krieger reported that the upcoming April meetings have a light schedule and proposed that April 28, 2021 meeting, would cover Liquor License Authority training, metro districts, and model service plan. Mr. Krieger requested that the Board to review their calendars for an upcoming Wednesday and Thursday that would work for a Board Retreat.

### 10.b. Mayor

### 10.c. Trustees

Trustee Meiring reported on a meeting with the Town lobbyists.

Trustee Whelan reported on the Town Engineer meeting with Paul Williamson. Trustee Whelan inquired about the timeline to end the Order of Emergency. Trustee Whelan inquired about a question posed in public comment.

## 11. Adjournment

**Motion** by Trustee Sharp, **second** by Mayor Pro Tem Jimenez, to Adjourn at 8:55 PM, All in Favor, **Motion carried**.

Introduced and Approved the 24<sup>th</sup> of March, 2021.

TOWN OF FIRESTONE, COLORADO

ATTEST

\_\_\_\_\_  
Bobbi Sindelar, Mayor

\_\_\_\_\_  
Jessica Koenig, Town Clerk

## AGENDA INFORMATION MEMORANDUM

### FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 6.b

Consent Agenda

Meeting Date: March 24, 2021

Initiated By: Raelynn Ferrera

Dept: Administration

#### **AGENDA TITLE**

**Resolution 21-39:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BEACON COMMUNICATIONS, LLC FOR THE ANNUAL PREVENTIVE MAINTENANCE INSPECTION OF THE TOWN'S CCTV SYSTEM

#### **SUMMARY**

This agreement will allow Town staff and the Town's IT consultant to work with Beacon Communications to receive training and support on an on-call basis for the access control and camera system items at the Police and Municipal Court building.

Beacon Communications was the original sub-contractor on the Police and Municipal Court building. Therefore they are the most knowledgeable to guide Staff and the IT consultant thru learning and maintaining the system over the next year.

#### **HISTORY AND PREVIOUS BOARD ACTION**

#### **RECOMMENDATION**

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

#### **ALTERNATIVES**

#### **ATTACHMENTS**

1. Beacon Communications Contract RESo 21-39
2. Beacon Access Control and Camera System Service Agreement

#### **FINANCIAL CONSIDERATIONS**

**RESOLUTION NO. 21-39**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF  
FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE  
TOWN OF FIRESTONE AND BEACON COMMUNICATIONS, LLC FOR THE  
ANNUAL PREVENTIVE MAINTENANCE INSPECTION OF THE TOWN'S  
CCTV SYSTEM**

WHEREAS, the Town of Firestone ("Town") desires to engage Beacon Communications, LLC ("Contractor") for the purpose of providing Annual Preventive Maintenance Inspection of the Town's CCTV System; and

WHEREAS, the Town finds that Contractor has the expertise, qualifications, and experience necessary to perform the duties required.

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

The Agreement between the Town of Firestone and Beacon Communications, LLC, for Annual Preventive Maintenance Inspection of the Town's CCTV System, 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 24th day of March, 2021.

TOWN OF FIRESTONE, COLORADO

\_\_\_\_\_  
Bobbi Sindelar, Mayor

ATTEST:

\_\_\_\_\_  
Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William P. Hayashi, Town Attorney

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## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this 1st day of April , 2020 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 151 Grant Avenue, P.O. Box 100, Firestone, Colorado 80520 (the "Town"), and **BEACON COMMUNICATIONS, LLC**, an independent contractor with a principal place of business at 7810 Shaffer Parkway, Ste 120, Littleton, Colorado 80127("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: **Access Control and Camera System Annual Service Agreement**.

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 **\$24,988.00**. 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.

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#### **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.

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## **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.

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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



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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.

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

**TOWN OF FIRESTONE, COLORADO**

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Bobbi Sindelar, Mayor

ATTEST:

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Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

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William P. Hayashi, Town Attorney

**Johnathan Hasserd**

By:

*Johnathan Hasserd*

VP, Sales and Marketing

3/16/21

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## 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.

- Provide (1) Annual Preventative Maintenance Inspection with written report on access control and CCTV system.
- Contractor shall allow for an onsite software programming refresh which will allow the Town to determine the best course of action for facility door groups.
- Contractor shall provide onsite training (2) times per year.
- Contractor shall provide service during normal business hours for any remote support needed for the access control or CCTV systems in place. (Video Insight)
- Contractor shall provide onsite support once all remote options have been exhausted to remedy any service issue.

### Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

- Contractor shall deliver the following spare parts to site at start of agreement to be kept on hand by Town in the event of a service need.

| QTY | Manufacturer  | Model      | Description                          |
|-----|---------------|------------|--------------------------------------|
| 1   | Exceed ID     | Mt15       | Reader, Single Gang. No Keypad       |
| 3   | Exceed ID     | MTK15      | Reader with Keypad                   |
| 1   | Altronix      | EFLOW6NB   | Power Supply 12vdc                   |
| 1   | Altronix      | PD8ULCB    | Access Power Controller with Circuit |
| 1   | Video Insight | MR52       | Dual Door Sub Controller             |
| 1   | Power Sonic   | OW-OPS1270 | Battery, 12 Volt, 7Amp               |
| 2   | Panasonic     | WV-S2131L  | Day and Night Camera                 |

- Written report from PM Visit

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**EXHIBIT B**  
**TERMS OF AGREEMENT**

**Service Period**

April 1, 2021 through March 31, 2022

Contract is subject to renewal with new proposal or amendment.

**Service Labor Rates:**

Normal Business Hours

Monday through Friday: 7am- 4:30pm      No charge- Covered under agreement

After Hours

Monday through Friday \$165.00 / hr

Weekends \$195.00 / hr

Holidays \$300.00 / hr

Payment shall be made in one increment at start of contract.

## AGENDA INFORMATION MEMORANDUM

### FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.a

Discussion/Action

Meeting Date: March 24, 2021

Initiated By: Paula Mehle

Dept: Economic Development

#### **AGENDA TITLE**

**Resolution 21-35:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE URBAN RENEWAL AUTHORITY - SOUTHERN URBAN RENEWAL PLAN

#### **SUMMARY**

The proposed amended and restated intergovernmental agreement for the Southern Plan Area clarifies the financial obligations and revenues associated with properties within the Southern Plan Area only. This effort modifies previous agreements that blended the financial conditions of multiple plan areas and staffing and support services by the Town of Firestone for the Firestone Urban Renewal Authority ("Authority"). Staffing and support services by the Town staff will be addressed by a separate agreement.

The previous agreements directed the Town to retain all of its mill levy, including any increases over the base year the Area was established that equated to tax increment. The proposed intergovernmental agreement would now obligate the tax increment generated by the Town's mill levy within the Southern Plan Area to be allocated to the Authority. The Southern Plan Area collected increment would be required, per the agreement, to be placed into a special fund for the duration that the tax increment is in effect or payment in full of any debt associated with the Southern Plan Area.

#### **HISTORY AND PREVIOUS BOARD ACTION**

On September 23, 2010, the Firestone Urban Renewal Authority approved a resolution authorizing a cooperation agreement between the Authority and the Town of Firestone. On that same date, the Town of Firestone Board of Trustees approved Resolution 2010-41 authorizing the said cooperation agreement between the two organizations, stating the Town would provide support services to the Authority, established that the Town may advance funds to the Authority the Town would be reimbursed by the Authority for support services, as well as allocate the Town's property tax levy to the Town and stating the Town's sales tax would only be allocated to the Authority with approval by the Board of Trustees. On December 18, 2017, the Authority approved FURA Resolution 2017-04 and the Board of Trustees approved Resolution 2017-57 to confirm that the Town would provide support services to the Authority, that the Authority would allocate all of the Town's increases in property tax revenues within the Southern, Northern, and Central plan areas to the Town, and that the Authority would have to request sales tax allocations from the Town if at any time the Authority seeks to retain increases in sales tax revenues within the areas.

The Authority approved the agreement as attached at its meeting on March 17, 2021.

#### **RECOMMENDATION**

Approve Resolution 21-35, approving an amended and restated intergovernmental agreement between the Town of Firestone and the Firestone Urban Renewal Authority for the Southern Urban Renewal Area.

#### **ALTERNATIVES**

**ATTACHMENTS**

1. Resolution 21-35 (Southern Firestone URA)
2. FURA - Town Amended and Restated Intergovernmental Agreement-Southern Firestone URA

**FINANCIAL CONSIDERATIONS**

## RESOLUTION NO. 21-35

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE URBAN RENEWAL AUTHORITY – SOUTHERN URBAN RENEWAL PLAN

WHEREAS, the Firestone Urban Renewal Authority (“FURA”) is a public body corporate and politic organized as of July 24, 2009 and authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “Urban Renewal Law” or the “Act”); and

WHEREAS, the Town of Firestone (“Town”) is a statutory town of the State of Colorado authorized to exercise its powers under and pursuant to the Colorado Constitution and state law; and

WHEREAS, on January 28, 2010 the Town approved the Urban Renewal Plan for the Southern Firestone Urban Renewal Area (as amended, the “Southern Firestone Urban Renewal Plan” or the “Plan”); and

WHEREAS, the Plan includes a provision for use of tax increment financing (“TIF”), as contemplated by C.R.S. § 31-25-107(9)(a), for the purposes authorized by the Act; and

WHEREAS, FURA and the Town entered into the Cooperation Agreement approved by the governing bodies of the Parties on September 23, 2010, as amended and restated by the Amended and Restated Cooperation Agreement approved by FURA by Resolution No. 17-57 on December 13, 2017 (the “Prior Agreement”); and

WHEREAS, the Town and FURA desire to enter into an Amended and Restated Intergovernmental Agreement (the “Southern Firestone Intergovernmental Agreement”) to amend and restate the Prior Agreement and confirm their mutual understandings regarding allocation of certain TIF revenues under the Southern Firestone Urban Renewal Plan.

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

**Section 1.** The foregoing Recitals are incorporated herein by this reference.

**Section 2.** The proposed Southern Firestone Intergovernmental Agreement between the Town and FURA is hereby approved in essentially the same form attached hereto as Exhibit A.

**Section 3.** The Mayor is hereby authorized to execute the Southern Firestone Intergovernmental Agreement on behalf of the Town.

INTRODUCED, READ, and ADOPTED this 24th day of March, 2021.

TOWN OF FIRESTONE, COLORADO

---

Bobbi Sindelar, Mayor

ATTEST:

APPROVED AS TO FORM:

---

Jessica Koenig, CMC, Town Clerk

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William P. Hayashi, Town Attorney



Exhibit A

Southern Firestone Intergovernmental Agreement  
[*see attached*]

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT  
TOWN OF FIRESTONE – FIRESTONE URBAN RENEWAL AUTHORITY  
(Southern Firestone Urban Renewal Plan)

This AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (“**Agreement**”) made and executed by and between the TOWN OF FIRESTONE, COLORADO (the “**Town**”) and the FIRESTONE URBAN RENEWAL AUTHORITY (“**FURA**”) is dated effective as of March \_\_, 2021 (the “**Effective Date**”). The Town and FURA are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the Town is a statutory town of the State of Colorado authorized to exercise its powers under and pursuant to the Colorado Constitution and state law; and

WHEREAS, FURA is a public body corporate and politic organized as of July 24, 2009 and authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “**Act**”); and

WHEREAS, on January 28, 2010 the Town Board of Trustees approved the Urban Renewal Plan for the Southern Firestone Urban Renewal Area (as amended, the “**Urban Renewal Plan**” or the “**Plan**”), which Urban Renewal Plan includes a provision for use of tax increment financing (“**TIF**”), as contemplated by C.R.S. § 31-25-107(9)(a), for the purposes authorized by the Act; and

WHEREAS, the Town Board of Trustees adopted its Resolution 15-49 on October 28, 2015 approving a substantive amendment to the Urban Renewal Plan; and

WHEREAS, the Act and Section 18, Article XIV of the Colorado Constitution authorize the Parties to enter into cooperation agreements; and

WHEREAS, FURA and the Town entered into the Cooperation Agreement approved by the governing bodies of the Parties on September 23, 2010, as amended and restated by the Amended and Restated Cooperation Agreement approved by FURA by Resolution No. 17-57 on December 13, 2017 (the “**Prior Agreement**”); and

WHEREAS, FURA and the Town desire to amend and restate the Prior Agreement in its entirety to confirm their understandings regarding allocation of Town property tax TIF revenues generated within the Urban Renewal Plan Area (defined below), and their understandings regarding authorization and uses of any municipal sales tax TIF revenues generated within the Urban Renewal Plan Area.

NOW THEREFORE, in consideration of the foregoing and the following terms and conditions, the Parties agree as follows:

1. **DEFINITIONS.** In this Agreement, the following terms shall have the following meanings unless a different meaning clearly appears from the context:

- 1.1. “**Act**” has the meaning set forth in the Recitals to this Agreement.
- 1.2. “**Agreement**” has the meaning set forth in the Preamble to this Agreement.
- 1.3. “**Duration**” means the twenty-five (25) year period that the tax increment or tax allocation provisions will be in effect as specified in C.R.S. § 31-25-107(9)(a) and the Plan.
- 1.4. “**Eligible Costs**” means those costs eligible to be paid or reimbursed from the Town Sales Tax Increment Revenues and Property Tax Increment Revenues pursuant to the Act.
- 1.5. “**Effective Date**” has the meaning set forth in the Preamble to this Agreement.
- 1.6. “**FURA**” has the meaning set forth in the Preamble to this Agreement.
- 1.7. “**Plan**” has the meaning set forth in the Recitals to this Agreement.
- 1.8. “**Property Tax Increment Revenues**” means the incremental property tax revenues from the real property within the Urban Renewal Plan Area derived from ad valorem property tax levies described in C.R.S. § 31-25-107(9)(a)(II) allocated to the Special Fund for the Urban Renewal Project.
- 1.9. “**Special Fund**” means the fund described in the Plan and C.R.S. § 31-25-107(9)(a)(II) into which the Town Increment will be deposited.
- 1.10. “**TIF**” has the meaning set forth in the Recitals to this Agreement.
- 1.11. “**Town**” has the meaning set forth in the Preamble to this Agreement.
- 1.12. “**Town Increment**” means the combination of the Town Sales Tax Increment and Town Property Tax Increment.
- 1.13. “**Town Property Tax Increment**” means the portion of Property Tax Increment Revenues generated by the Town’s mill levy, received by FURA from the County Treasurer and paid into the Special Fund as specified in Section 3.
- 1.14. “**Town Sales Tax Increment**” means the portion of Town Sales Tax Increment Revenues paid into the Special Fund as specified in Section 3, but only as authorized by a separate, future approval by the Town Board of Trustees.
- 1.15. “**Town Sales Tax Increment Revenues**” means the incremental sales and use tax revenues from the portion of the Town’s 3.6% general fund municipal sales and use tax authorized by the Town Board of Trustees which are in excess of the base amount established in accordance with the provisions of C.R.S. § 31-25-107(9).
- 1.16. “**Urban Renewal Plan Area**” means the area included in the boundaries of the Plan.
- 1.17. “**Urban Renewal Plan**” has the meaning set forth in the Recitals.

1.18. **“Urban Renewal Project”** means all undertakings and activities, or any combination thereof, required to carry out the Urban Renewal Plan pursuant to the Act.

2. **TOWN INCREMENT REVENUES**. In compliance with the requirements of HB 15-1348 and SB 18-248, the Parties have negotiated and agreed to the sharing of Town Increment as set forth herein.

3. **SPECIAL FUND**. FURA has established a Special Fund to pay the Eligible Costs and otherwise provide funding for the Urban Renewal Project.

3.1. **Deposits**. The Town and FURA agree that FURA may retain and expend in furtherance of the Urban Renewal Project one hundred percent (100%) of the Town Sales Tax Increment (but only as authorized by a separate, future approval by the Town Board of Trustees), and one hundred percent (100%) of the Town Property Tax Increment. If and when authorized by a separate, future approval by the Town Board of Trustees, the Town will deposit into the Special Fund the Town Sales Tax Increment. FURA will deposit into the Special Fund the Town Property Tax Increment received from the County Treasurer, to be combined with the Town Sales Tax Increment, as the Town Increment, that FURA will use to pay Eligible Costs.

3.2. **Term**. The Town Increment will be deposited into the Special Fund, commencing on the date of approval by the Town of the Plan and ending upon the earlier of: (a) the occurrence of the Duration; or (b) the payment in full of any debt, as defined in the Act, incurred in furtherance of the Urban Renewal Project.

3.3. **Collection**. The Town agrees to use reasonable efforts to pursue in good faith all lawful procedures and remedies available to it in collecting and depositing the Town Sales Tax Increment in the Special Fund, if and when authorized by a separate, future approval by the Town Board of Trustees. To the extent lawfully possible, the Town will take no action that would have the effect of reducing the Town Sales Tax Increment from the Urban Renewal Plan Area in accordance with this Agreement. The Town Sales Tax Increment does not include (a) amounts subject to valid claims for refunds, paid into certain rebated funds, as determined by a court of competent jurisdiction or as deemed proper in the Town’s sole discretion, and (b) the reasonable and necessary costs and expenses of collecting the Town Sales Tax Increment.

4. **PLEDGE OF TOWN INCREMENT**. The Parties acknowledge and agree that the Town Increment is and shall be FURA’s funds as provided in C.R.S. § 31-25-107(9)(a). As such, the Town recognizes and agrees that in reliance on this Agreement and in accordance with the provisions of C.R.S. § 31-25-107(9)(b), the adoption and approval of the Plan may include an irrevocable pledge of the Town Increment to pay FURA’s financial obligations in connection with the Urban Renewal Project.

5. **CONTINUING COOPERATION**. The Parties shall cooperate to carry out and complete the Plan and other urban renewal plans as approved by the Board of Trustees of the Town, and agree to give timely consideration to any additional agreements or amendments to this Agreement that may be necessary or convenient in connection therewith. The Parties also agree they will execute, deliver and furnish such other instruments, documents, materials, and information as may be reasonably required to carry out the Agreement.

6. OBLIGATIONS SUBJECT TO ACT AND CONSTITUTION. The covenants, duties and actions required of the Parties under this Agreement shall be subject to and performed in accordance with the provisions and procedures required and permitted by the Act, any other applicable provision of law, and the Colorado Constitution.
7. ENFORCED DELAY. Neither Party shall be considered in breach of, or in default in, its obligations with respect to this Agreement in the event of delay in the performance of such obligations due to causes beyond its control and without its fault, it being the purpose and intent of this provision that if such delay occurs, the time or times for performance by either Party affected by such delay shall be extended for the period of the delay.
8. NO THIRD PARTY BENEFICIARIES. Neither the Town nor FURA shall be obligated or liable under the terms of this Agreement to any person or entity not a party hereto.
9. SEVERABILITY. In case any one or more of the provisions contained in this Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement, or any other application thereof, shall not in any way be affected or impaired thereby.
10. BINDING EFFECT. Subject to compliance with Section 12, below, this Agreement shall be binding upon and inure to the benefit of the Parties, their successors, legal representatives, and assigns.
11. SEPARATE PARTIES. Nothing in this Agreement shall be interpreted in any manner as constituting the Parties as partners or joint venturers or as constituting one Party or its officials, representatives, or employees as agents of the other Party. Each Party is and shall remain a separate legal entity pursuant to applicable law, and neither of the Parties hereto shall be deemed to hereby assume the debts, obligations, or liabilities of the other.
12. ASSIGNMENT. This Agreement shall not be assigned in whole or in part by either Party without the prior written approval of the other Party.
13. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado.
14. HEADINGS. Section headings in this Agreement are for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.
15. ENTIRE AGREEMENT; AMENDMENT. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. No addition to or modification of the Agreement shall be effective except by written agreement authorized and executed by the Parties.
16. NO WAIVER OF IMMUNITIES. No portion of this Agreement shall be deemed to constitute a waiver of any immunities the Parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Agreement.

17. EFFECTIVE DATE. This Agreement shall be binding and effective as to the Plan commencing upon the Effective Date.

18. RECITALS. The provisions of the Recitals are incorporated in and made a part of this Agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, the Town and FURA have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

TOWN OF FIRESTONE, a political subdivision of  
the State of Colorado

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

FIRESTONE URBAN RENEWAL AUTHORITY,  
a body corporate and politic of the State of  
Colorado

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

## AGENDA INFORMATION MEMORANDUM

### FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.b

Discussion/Action

Meeting Date: March 24, 2021

Initiated By: Paula Mehle

Dept: Economic Development

#### **AGENDA TITLE**

**Resolution 21-36:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE URBAN RENEWAL AUTHORITY - NORTHERN URBAN RENEWAL PLAN

#### **SUMMARY**

The proposed amended and restated intergovernmental agreement for the Northern Plan Area clarifies the financial obligations and revenues associated with properties within the Northern Plan Area only. This effort modifies previous agreements that blended the financial conditions of multiple plan areas and staffing and support services by the Town of Firestone for the Firestone Urban Renewal Authority ("Authority"). Staffing and support services by the Town staff will be addressed by a separate agreement.

The previous agreements directed the Town to retain all of its mill levy, including any increases over the base year the Area was established that equated to tax increment. The proposed intergovernmental agreement would now obligate the tax increment generated by the Town's mill levy within the Northern Plan Area to be allocated to the Authority. The Northern Plan Area collected increment would be required, per the agreement, to be placed into a special fund for the duration that the tax increment is in effect or payment in full of any debt associated with the Northern Plan Area.

#### **HISTORY AND PREVIOUS BOARD ACTION**

On September 23, 2010, the Firestone Urban Renewal Authority approved a resolution authorizing a cooperation agreement between the Authority and the Town of Firestone. On that same date, the Town of Firestone Board of Trustees approved Resolution 2010-41 authorizing the said cooperation agreement between the two organizations, stating the Town would provide support services to the Authority, established that the Town may advance funds to the Authority the Town would be reimbursed by the Authority for support services, as well as allocate the Town's property tax levy to the Town and stating the Town's sales tax would only be allocated to the Authority with approval by the Board of Trustees. On December 18, 2017, the Authority approved FURA Resolution 2017-04 and the Board of Trustees approved Resolution 2017-57 to confirm that the Town would provide support services to the Authority, that the Authority would allocate all of the Town's increases in property tax revenues within the Southern, Northern, and Central plan areas to the Town, and that the Authority would have to request sales tax allocations from the Town if at any time the Authority seeks to retain increases in sales tax revenues within the areas.

The Authority approved the agreement as attached at its meeting on March 17, 2021.

#### **RECOMMENDATION**

Approve Resolution 21-36, approving an amended and restated intergovernmental agreement between the Town of Firestone and the Firestone Urban Renewal Authority for the Northern Urban Renewal Area.

#### **ALTERNATIVES**

#### **ATTACHMENTS**

1. Resolution 21-36 (Northern Firestone URA)



2. FURA - Town Amended and Restated Intergovernmental Agreement -Northern Firestone URA

**FINANCIAL CONSIDERATIONS**

RESOLUTION NO. 21-36

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE URBAN RENEWAL AUTHORITY – NORTHERN URBAN RENEWAL PLAN

WHEREAS, the Firestone Urban Renewal Authority (“FURA”) is a public body corporate and politic organized as of July 24, 2009 and authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “Urban Renewal Law” or the “Act”); and

WHEREAS, the Town of Firestone (“Town”) is a statutory town of the State of Colorado authorized to exercise its powers under and pursuant to the Colorado Constitution and state law; and

WHEREAS, the Town adopted Resolution 13-32 on June 12, 2013 approving the Northern Firestone Urban Renewal Plan (as amended, the “Northern Firestone Urban Renewal Plan” or the “Plan”); and

WHEREAS, the Plan includes a provision for use of tax increment financing (“TIF”), as contemplated by C.R.S. § 31-25-107(9)(a), for the purposes authorized by the Act; and

WHEREAS, FURA and the Town entered into the Cooperation Agreement approved by the governing bodies of the Parties on September 23, 2010, as amended and restated by the Amended and Restated Cooperation Agreement approved by FURA by Resolution No. 17-57 on December 13, 2017 (the “Prior Agreement”); and

WHEREAS, the Town and FURA desire to enter into an Amended and Restated Intergovernmental Agreement (the “Northern Firestone Intergovernmental Agreement”) to amend and restate the Prior Agreement and confirm their mutual understandings regarding allocation of certain TIF revenues under the Northern Firestone Urban Renewal Plan.

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

**Section 1.** The foregoing Recitals are incorporated herein by this reference.

**Section 2.** The proposed Northern Firestone Intergovernmental Agreement between the Town and FURA is hereby approved in essentially the same form attached hereto as Exhibit A.

**Section 3.** The Mayor is hereby authorized to execute the Northern Firestone Intergovernmental Agreement on behalf of the Town.

INTRODUCED, READ, and ADOPTED this 24th day of March, 2021.

TOWN OF FIRESTONE, COLORADO

---

Bobbi Sindelar, Mayor

ATTEST:

APPROVED AS TO FORM:

---

Jessica Koenig, CMC, Town Clerk

---

William P. Hayashi, Town Attorney

Exhibit A

Northern Firestone Intergovernmental Agreement  
[*see attached*]

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT  
TOWN OF FIRESTONE – FIRESTONE URBAN RENEWAL AUTHORITY  
(Northern Firestone Urban Renewal Plan)

This AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (“**Agreement**”) made and executed by and between the TOWN OF FIRESTONE, COLORADO (the “**Town**”) and the FIRESTONE URBAN RENEWAL AUTHORITY (“**FURA**”) is dated effective as of March \_\_, 2021 (the “**Effective Date**”). The Town and FURA are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the Town is a statutory town of the State of Colorado authorized to exercise its powers under and pursuant to the Colorado Constitution and state law; and

WHEREAS, FURA is a public body corporate and politic organized as of July 24, 2009 and authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “**Act**”); and

WHEREAS, the Town Board of Trustees adopted its Resolution 13-32 on June 12, 2013 approving the Northern Firestone Urban Renewal Plan (as amended, the “**Urban Renewal Plan**” or the “**Plan**”), which Urban Renewal Plan includes a provision for use of tax increment financing (“**TIF**”), as contemplated by C.R.S. § 31-25-107(9)(a), for the purposes authorized by the Act; and

WHEREAS, the Town Board of Trustees adopted its Resolution 15-49 on October 28, 2015 approving a substantive amendment to the Urban Renewal Plan; and

WHEREAS, the Act and Section 18, Article XIV of the Colorado Constitution authorize the Parties to enter into cooperation agreements; and

WHEREAS, FURA and the Town entered into the Cooperation Agreement approved by the governing bodies of the Parties on September 23, 2010, as amended and restated by the Amended and Restated Cooperation Agreement approved by FURA by Resolution No. 17-57 on December 13, 2017 (the “**Prior Agreement**”); and

WHEREAS, FURA and the Town desire to amend and restate the Prior Agreement in its entirety to confirm their understandings regarding allocation of Town property tax TIF revenues generated within the Urban Renewal Plan Area (defined below), and their understandings regarding authorization and uses of any municipal sales tax TIF revenues generated within the Urban Renewal Plan Area.

NOW THEREFORE, in consideration of the foregoing and the following terms and conditions, the Parties agree as follows:

1. **DEFINITIONS.** In this Agreement, the following terms shall have the following meanings unless a different meaning clearly appears from the context:

- 1.1. “**Act**” has the meaning set forth in the Recitals to this Agreement.
- 1.2. “**Agreement**” has the meaning set forth in the Preamble to this Agreement.
- 1.3. “**Duration**” means the twenty-five (25) year period that the tax increment or tax allocation provisions will be in effect as specified in C.R.S. § 31-25-107(9)(a) and the Plan.
- 1.4. “**Eligible Costs**” means those costs eligible to be paid or reimbursed from the Town Sales Tax Increment Revenues and Property Tax Increment Revenues pursuant to the Act.
- 1.5. “**Effective Date**” has the meaning set forth in the Preamble to this Agreement.
- 1.6. “**FURA**” has the meaning set forth in the Preamble to this Agreement.
- 1.7. “**Plan**” has the meaning set forth in the Recitals to this Agreement.
- 1.8. “**Property Tax Increment Revenues**” means the incremental property tax revenues from the real property within the Urban Renewal Plan Area derived from ad valorem property tax levies described in C.R.S. § 31-25-107(9)(a)(II) allocated to the Special Fund for the Urban Renewal Project.
- 1.9. “**Special Fund**” means the fund described in the Plan and C.R.S. § 31-25-107(9)(a)(II) into which the Town Increment will be deposited.
- 1.10. “**TIF**” has the meaning set forth in the Recitals to this Agreement.
- 1.11. “**Town**” has the meaning set forth in the Preamble to this Agreement.
- 1.12. “**Town Increment**” means the combination of the Town Sales Tax Increment and Town Property Tax Increment.
- 1.13. “**Town Property Tax Increment**” means the portion of Property Tax Increment Revenues generated by the Town’s mill levy, received by FURA from the County Treasurer and paid into the Special Fund as specified in Section 3.
- 1.14. “**Town Sales Tax Increment**” means the portion of Town Sales Tax Increment Revenues paid into the Special Fund as specified in Section 3, but only as authorized by a separate, future approval by the Town Board of Trustees.
- 1.15. “**Town Sales Tax Increment Revenues**” means the incremental sales and use tax revenues from the portion of the Town’s 3.6% general fund municipal sales and use tax authorized by the Town Board of Trustees which are in excess of the base amount established in accordance with the provisions of C.R.S. § 31-25-107(9).
- 1.16. “**Urban Renewal Plan Area**” means the area included in the boundaries of the Plan.
- 1.17. “**Urban Renewal Plan**” has the meaning set forth in the Recitals.

1.18. **“Urban Renewal Project”** means all undertakings and activities, or any combination thereof, required to carry out the Urban Renewal Plan pursuant to the Act.

2. **TOWN INCREMENT REVENUES**. In compliance with the requirements of HB 15-1348 and SB 18-248, the Parties have negotiated and agreed to the sharing of Town Increment as set forth herein.

3. **SPECIAL FUND**. FURA has established a Special Fund to pay the Eligible Costs and otherwise provide funding for the Urban Renewal Project.

3.1. **Deposits**. The Town and FURA agree that FURA may retain and expend in furtherance of the Urban Renewal Project one hundred percent (100%) of the Town Sales Tax Increment (but only as authorized by a separate, future approval by the Town Board of Trustees) and one hundred percent (100%) of the Town Property Tax Increment. If and when authorized by a separate, future approval by the Town Board of Trustees, the Town will deposit into the Special Fund the Town Sales Tax Increment. FURA will deposit into the Special Fund the Town Property Tax Increment received from the County Treasurer, to be combined with the Town Sales Tax Increment, as the Town Increment, that FURA will use to pay Eligible Costs.

3.2. **Term**. The Town Increment will be deposited into the Special Fund, commencing on the date of approval by the Town of the Plan and ending upon the earlier of: (a) the occurrence of the Duration; or (b) the payment in full of any debt, as defined in the Act, incurred in furtherance of the Urban Renewal Project.

3.3. **Collection**. The Town agrees to use reasonable efforts to pursue in good faith all lawful procedures and remedies available to it in collecting and depositing the Town Sales Tax Increment in the Special Fund, if and when authorized by a separate, future approval by the Town Board of Trustees. To the extent lawfully possible, the Town will take no action that would have the effect of reducing the Town Sales Tax Increment from the Urban Renewal Plan Area in accordance with this Agreement. The Town Sales Tax Increment does not include (a) amounts subject to valid claims for refunds, paid into certain rebated funds, as determined by a court of competent jurisdiction or as deemed proper in the Town’s sole discretion, and (b) the reasonable and necessary costs and expenses of collecting the Town Sales Tax Increment.

4. **PLEDGE OF TOWN INCREMENT**. The Parties acknowledge and agree that the Town Increment is and shall be FURA’s funds as provided in C.R.S. § 31-25-107(9)(a). As such, the Town recognizes and agrees that in reliance on this Agreement and in accordance with the provisions of C.R.S. § 31-25-107(9)(b), the adoption and approval of the Plan may include an irrevocable pledge of the Town Increment to pay FURA’s financial obligations in connection with the Urban Renewal Project.

5. **CONTINUING COOPERATION**. The Parties shall cooperate to carry out and complete the Plan and other urban renewal plans as approved by the Board of Trustees of the Town, and agree to give timely consideration to any additional agreements or amendments to this Agreement that may be necessary or convenient in connection therewith. The Parties also agree they will execute, deliver and furnish such other instruments, documents, materials, and information as may be reasonably required to carry out the Agreement.

6. OBLIGATIONS SUBJECT TO ACT AND CONSTITUTION. The covenants, duties and actions required of the Parties under this Agreement shall be subject to and performed in accordance with the provisions and procedures required and permitted by the Act, any other applicable provision of law, and the Colorado Constitution.
7. ENFORCED DELAY. Neither Party shall be considered in breach of, or in default in, its obligations with respect to this Agreement in the event of delay in the performance of such obligations due to causes beyond its control and without its fault, it being the purpose and intent of this provision that if such delay occurs, the time or times for performance by either Party affected by such delay shall be extended for the period of the delay.
8. NO THIRD PARTY BENEFICIARIES. Neither the Town nor FURA shall be obligated or liable under the terms of this Agreement to any person or entity not a party hereto.
9. SEVERABILITY. In case any one or more of the provisions contained in this Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement, or any other application thereof, shall not in any way be affected or impaired thereby.
10. BINDING EFFECT. Subject to compliance with Section 12, below, this Agreement shall be binding upon and inure to the benefit of the Parties, their successors, legal representatives, and assigns.
11. SEPARATE PARTIES. Nothing in this Agreement shall be interpreted in any manner as constituting the Parties as partners or joint venturers or as constituting one Party or its officials, representatives, or employees as agents of the other Party. Each Party is and shall remain a separate legal entity pursuant to applicable law, and neither of the Parties hereto shall be deemed to hereby assume the debts, obligations, or liabilities of the other.
12. ASSIGNMENT. This Agreement shall not be assigned in whole or in part by either Party without the prior written approval of the other Party.
13. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado.
14. HEADINGS. Section headings in this Agreement are for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.
15. ENTIRE AGREEMENT; AMENDMENT. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. No addition to or modification of the Agreement shall be effective except by written agreement authorized and executed by the Parties.
16. NO WAIVER OF IMMUNITIES. No portion of this Agreement shall be deemed to constitute a waiver of any immunities the Parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Agreement.



17. EFFECTIVE DATE. This Agreement shall be binding and effective as to the Plan commencing upon the Effective Date.

18. RECITALS. The provisions of the Recitals are incorporated in and made a part of this Agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, the Town and FURA have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

TOWN OF FIRESTONE, a political subdivision of  
the State of Colorado

By: \_\_\_\_\_  
Bobbi Sindelar, Mayor

ATTEST:

By: \_\_\_\_\_  
Jessica Koenig CMC, Town Clerk

FIRESTONE URBAN RENEWAL AUTHORITY,  
a body corporate and politic of the State of  
Colorado

By: \_\_\_\_\_  
Samantha Meiring, Chairperson

ATTEST:

By: \_\_\_\_\_  
Jessica Koenig, Recording Secretary

## AGENDA INFORMATION MEMORANDUM

### FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.c

Discussion/Action

Meeting Date: March 24, 2021

Initiated By: Paula Mehle

Dept: Economic Development

#### **AGENDA TITLE**

**Resolution 21-37:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE URBAN RENEWAL AUTHORITY - CENTRAL URBAN RENEWAL PLAN

#### **SUMMARY**

The proposed amended and restated intergovernmental agreement for the Central Plan Area clarifies the financial obligations and revenues associated with properties within the Central Plan Area only. This effort modifies previous agreements that blended the financial conditions of multiple plan areas and staffing and support services by the Town of Firestone for the Firestone Urban Renewal Authority ("Authority"). Staffing and support services by the Town staff will be addressed by a separate agreement.

The previous agreements directed the Town to retain all of its mill levy, including any increases over the base year the Area was established that equated to tax increment. The proposed intergovernmental agreement would now obligate the tax increment generated by the Town's mill levy within the Central Plan Area to be allocated to the Authority. The Central Plan Area collected increment would be required, per the agreement, to be placed into a special fund for the duration that the tax increment is in effect or payment in full of any debt associated with the Central Plan Area.

#### **HISTORY AND PREVIOUS BOARD ACTION**

On September 23, 2010, the Firestone Urban Renewal Authority approved a resolution authorizing a cooperation agreement between the Authority and the Town of Firestone. On that same date, the Town of Firestone Board of Trustees approved Resolution 2010-41 authorizing the said cooperation agreement between the two organizations, stating the Town would provide support services to the Authority, established that the Town may advance funds to the Authority the Town would be reimbursed by the Authority for support services, as well as allocate the Town's property tax levy to the Town and stating the Town's sales tax would only be allocated to the Authority with approval by the Board of Trustees. On December 18, 2017, the Authority approved FURA Resolution 2017-04 and the Board of Trustees approved Resolution 2017-57 to confirm that the Town would provide support services to the Authority, that the Authority would allocate all of the Town's increases in property tax revenues within the Southern, Northern, and Central plan areas to the Town, and that the Authority would have to request sales tax allocations from the Town if at any time the Authority seeks to retain increases in sales tax revenues within the areas.

The Authority approved the agreement as attached at its meeting on March 17, 2021.

#### **RECOMMENDATION**

Approve Resolution 21-37, approving an amended and restated intergovernmental agreement between the Town of Firestone and the Firestone Urban Renewal Authority for the Central Urban Renewal Area.

#### **ALTERNATIVES**

#### **ATTACHMENTS**

1. FURA - Town Amended and Restated Intergovernmental Agreement-Central Firestone URA

2. Resolution 21-37 (Central Firestone URA)

**FINANCIAL CONSIDERATIONS**

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT  
TOWN OF FIRESTONE – FIRESTONE URBAN RENEWAL AUTHORITY  
(Central Firestone Urban Renewal Plan)

This AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (“**Agreement**”) made and executed by and between the TOWN OF FIRESTONE, COLORADO (the “**Town**”) and the FIRESTONE URBAN RENEWAL AUTHORITY (“**FURA**”) is dated effective as of March \_\_, 2021 (the “**Effective Date**”). The Town and FURA are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the Town is a statutory town of the State of Colorado authorized to exercise its powers under and pursuant to the Colorado Constitution and state law; and

WHEREAS, FURA is a public body corporate and politic organized as of July 24, 2009 and authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “**Act**”); and

WHEREAS, the Town Board of Trustees adopted its Resolution 15-62 on December 16, 2015 approving the Central Firestone Urban Renewal Plan (as amended, the “**Urban Renewal Plan**” or the “**Plan**”), which Urban Renewal Plan includes a provision for use of tax increment financing (“**TIF**”), as contemplated by C.R.S. § 31-25-107(9)(a), for the purposes authorized by the Act; and

WHEREAS, the Act and Section 18, Article XIV of the Colorado Constitution authorize the Parties to enter into cooperation agreements; and

WHEREAS, FURA and the Town entered into the Cooperation Agreement approved by the governing bodies of the Parties on September 23, 2010, as amended and restated by the Amended and Restated Cooperation Agreement approved by FURA by Resolution No. 17-57 on December 13, 2017 (the “**Prior Agreement**”); and

WHEREAS, FURA and the Town desire to amend and restate the Prior Agreement in its entirety to confirm their understandings regarding allocation of Town property tax TIF revenues generated within the Urban Renewal Plan Area (defined below), and their understandings regarding authorization and uses of any municipal sales tax TIF revenues generated within the Urban Renewal Plan Area.

NOW THEREFORE, in consideration of the foregoing and the following terms and conditions, the Parties agree as follows:

1. DEFINITIONS. In this Agreement, the following terms shall have the following meanings unless a different meaning clearly appears from the context:

1.1. “**Act**” has the meaning set forth in the Recitals to this Agreement.

- 1.2. **“Agreement”** has the meaning set forth in the Preamble to this Agreement.
- 1.3. **“Duration”** means the twenty-five (25) year period that the tax increment or tax allocation provisions will be in effect as specified in C.R.S. § 31-25-107(9)(a) and the Plan.
- 1.4. **“Eligible Costs”** means those costs eligible to be paid or reimbursed from the Town Sales Tax Increment Revenues and Property Tax Increment Revenues pursuant to the Act.
- 1.5. **“Effective Date”** has the meaning set forth in the Preamble to this Agreement.
- 1.6. **“FURA”** has the meaning set forth in the Preamble to this Agreement.
- 1.7. **“Plan”** has the meaning set forth in the Recitals to this Agreement.
- 1.8. **“Property Tax Increment Revenues”** means the incremental property tax revenues from the real property within the Urban Renewal Plan Area derived from ad valorem property tax levies described in C.R.S. § 31-25-107(9)(a)(II) allocated to the Special Fund for the Urban Renewal Project.
- 1.9. **“Special Fund”** means the fund described in the Plan and C.R.S. § 31-25-107(9)(a)(II) into which the Town Increment will be deposited.
- 1.10. **“TIF”** has the meaning set forth in the Recitals to this Agreement.
- 1.11. **“Town”** has the meaning set forth in the Preamble to this Agreement.
- 1.12. **“Town Increment”** means the combination of the Town Sales Tax Increment and Town Property Tax Increment.
- 1.13. **“Town Property Tax Increment”** means the portion of Property Tax Increment Revenues generated by the Town’s mill levy, received by FURA from the County Treasurer and paid into the Special Fund as specified in Section 3.
- 1.14. **“Town Sales Tax Increment”** means the portion of Town Sales Tax Increment Revenues paid into the Special Fund as specified in Section 3, but only as authorized by a separate, future approval by the Town Board of Trustees.
- 1.15. **“Town Sales Tax Increment Revenues”** means the incremental sales and use tax revenues from the portion of the Town’s 3.6% general fund municipal sales and use tax authorized by the Town Board of Trustees which are in excess of the base amount established in accordance with the provisions of C.R.S. § 31-25-107(9).
- 1.16. **“Urban Renewal Plan Area”** means the area included in the boundaries of the Plan.
- 1.17. **“Urban Renewal Plan”** has the meaning set forth in the Recitals.
- 1.18. **“Urban Renewal Project”** means all undertakings and activities, or any combination thereof, required to carry out the Urban Renewal Plan pursuant to the Act.

2. TOWN INCREMENT REVENUES. In compliance with the requirements of HB 15-1348 and SB 18-248, the Parties have negotiated and agreed to the sharing of Town Increment as set forth herein.

3. SPECIAL FUND. FURA has established a Special Fund to pay the Eligible Costs and otherwise provide funding for the Urban Renewal Project.

3.1. Deposits. The Town and FURA agree that FURA may retain and expend in furtherance of the Urban Renewal Project one hundred percent (100%) of the Town Sales Tax Increment (but only as authorized by a separate, future approval by the Town Board of Trustees) and one hundred percent (100%) of the Town Property Tax Increment. If and when authorized by a separate, future approval by the Town Board of Trustees, the Town will deposit into the Special Fund the Town Sales Tax Increment. FURA will deposit into the Special Fund the Town Property Tax Increment received from the County Treasurer, to be combined with the Town Sales Tax Increment, as the Town Increment, that FURA will use to pay Eligible Costs.

3.2. Term. The Town Increment will be deposited into the Special Fund, commencing on the date of approval by the Town of the Plan and ending upon the earlier of: (a) the occurrence of the Duration; or (b) the payment in full of any debt, as defined in the Act, incurred in furtherance of the Urban Renewal Project.

3.3. Collection. The Town agrees to use reasonable efforts to pursue in good faith all lawful procedures and remedies available to it in collecting and depositing the Town Sales Tax Increment in the Special Fund, if and when authorized by a separate, future approval by the Town Board of Trustees. To the extent lawfully possible, the Town will take no action that would have the effect of reducing the Town Sales Tax Increment from the Urban Renewal Plan Area in accordance with this Agreement. The Town Sales Tax Increment does not include (a) amounts subject to valid claims for refunds, paid into certain rebated funds, as determined by a court of competent jurisdiction or as deemed proper in the Town's sole discretion, and (b) the reasonable and necessary costs and expenses of collecting the Town Sales Tax Increment.

4. PLEDGE OF TOWN INCREMENT. The Parties acknowledge and agree that the Town Increment is and shall be FURA's funds as provided in C.R.S. § 31-25-107(9)(a). As such, the Town recognizes and agrees that in reliance on this Agreement and in accordance with the provisions of C.R.S. § 31-25-107(9)(b), the adoption and approval of the Plan may include an irrevocable pledge of the Town Increment to pay FURA's financial obligations in connection with the Urban Renewal Project.

5. CONTINUING COOPERATION. The Parties shall cooperate to carry out and complete the Plan and other urban renewal plans as approved by the Board of Trustees of the Town, and agree to give timely consideration to any additional agreements or amendments to this Agreement that may be necessary or convenient in connection therewith. The Parties also agree they will execute, deliver and furnish such other instruments, documents, materials, and information as may be reasonably required to carry out the Agreement.

6. OBLIGATIONS SUBJECT TO ACT AND CONSTITUTION. The covenants, duties and actions required of the Parties under this Agreement shall be subject to and performed in

accordance with the provisions and procedures required and permitted by the Act, any other applicable provision of law, and the Colorado Constitution.

7. ENFORCED DELAY. Neither Party shall be considered in breach of, or in default in, its obligations with respect to this Agreement in the event of delay in the performance of such obligations due to causes beyond its control and without its fault, it being the purpose and intent of this provision that if such delay occurs, the time or times for performance by either Party affected by such delay shall be extended for the period of the delay.

8. NO THIRD PARTY BENEFICIARIES. Neither the Town nor FURA shall be obligated or liable under the terms of this Agreement to any person or entity not a party hereto.

9. SEVERABILITY. In case any one or more of the provisions contained in this Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement, or any other application thereof, shall not in any way be affected or impaired thereby.

10. BINDING EFFECT. Subject to compliance with Section 12, below, this Agreement shall be binding upon and inure to the benefit of the Parties, their successors, legal representatives, and assigns.

11. SEPARATE PARTIES. Nothing in this Agreement shall be interpreted in any manner as constituting the Parties as partners or joint venturers or as constituting one Party or its officials, representatives, or employees as agents of the other Party. Each Party is and shall remain a separate legal entity pursuant to applicable law, and neither of the Parties hereto shall be deemed to hereby assume the debts, obligations, or liabilities of the other.

12. ASSIGNMENT. This Agreement shall not be assigned in whole or in part by either Party without the prior written approval of the other Party.

13. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado.

14. HEADINGS. Section headings in this Agreement are for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

15. ENTIRE AGREEMENT; AMENDMENT. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. No addition to or modification of the Agreement shall be effective except by written agreement authorized and executed by the Parties.

16. NO WAIVER OF IMMUNITIES. No portion of this Agreement shall be deemed to constitute a waiver of any immunities the Parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Agreement.

17. EFFECTIVE DATE. This Agreement shall be binding and effective as to the Plan commencing upon the Effective Date.



18. RECITALS. The provisions of the Recitals are incorporated in and made a part of this Agreement.

IN WITNESS WHEREOF, the Town and FURA have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

TOWN OF FIRESTONE, a political subdivision of  
the State of Colorado

By: \_\_\_\_\_  
Bobbi Sindelar, Mayor

ATTEST:

By: \_\_\_\_\_  
Jessica Koenig CMC, Town Clerk

FIRESTONE URBAN RENEWAL AUTHORITY,  
a body corporate and politic of the State of  
Colorado

By: \_\_\_\_\_  
Samantha Meiring, Chairperson

ATTEST:

By: \_\_\_\_\_  
Jessica Koenig, Recording Secretary

RESOLUTION NO. 21-37

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE URBAN RENEWAL AUTHORITY – CENTRAL URBAN RENEWAL PLAN

WHEREAS, the Firestone Urban Renewal Authority (“FURA”) is a public body corporate and politic organized as of July 24, 2009 and authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “Urban Renewal Law” or the “Act”); and

WHEREAS, the Town of Firestone (“Town”) is a statutory town of the State of Colorado authorized to exercise its powers under and pursuant to the Colorado Constitution and state law; and

WHEREAS, the Town adopted Resolution 15-62 on December 16, 2015 approving the Central Firestone Urban Renewal Plan (the “Central Firestone Urban Renewal Plan” or the “Plan”); and

WHEREAS, the Plan includes a provision for use of tax increment financing (“TIF”), as contemplated by C.R.S. § 31-25-107(9)(a), for the purposes authorized by the Act; and

WHEREAS, FURA and the Town entered into the Cooperation Agreement approved by the governing bodies of the Parties on September 23, 2010, as amended and restated by the Amended and Restated Cooperation Agreement approved by FURA by Resolution No. 17-57 on December 13, 2017 (the “Prior Agreement”); and

WHEREAS, the Town and FURA desire to enter into an Amended and Restated Intergovernmental Agreement (the “Central Firestone Intergovernmental Agreement”) to amend and restate the Prior Agreement and confirm their mutual understandings regarding allocation of certain TIF revenues under the Central Firestone Urban Renewal Plan.

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

**Section 1.** The foregoing Recitals are incorporated herein by this reference.

**Section 2.** The proposed Central Firestone Intergovernmental Agreement between the Town and FURA is hereby approved in essentially the same form attached hereto as Exhibit A.

**Section 3.** The Mayor is hereby authorized to execute the Central Firestone Intergovernmental Agreement on behalf of the Town.

INTRODUCED, READ, and ADOPTED this 24th day of March, 2021.

TOWN OF FIRESTONE, COLORADO

---

Bobbi Sindelar, Mayor

ATTEST:

APPROVED AS TO FORM:

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Jessica Koenig, CMC, Town Clerk

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William P. Hayashi, Town Attorney

Exhibit A

Central Firestone Cooperation Agreement  
[*see attached*]

## AGENDA INFORMATION MEMORANDUM

### FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.d

Discussion/Action

Meeting Date: March 24, 2021

Initiated By: Paula Mehle

Dept: Economic Development

#### **AGENDA TITLE**

**Resolution 21-38:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE URBAN RENEWAL AUTHORITY REGARDING COORDINATION AND STAFFING OF SERVICES

#### **SUMMARY**

Since the formation of the Firestone Urban Renewal Authority ("Authority"), the Town of Firestone staff has served as the staff of the Authority. Previous cooperation agreements between the Town and the Authority addressed not only staffing but expenditures and allocation of funds. This proposed restated agreement removes the references to the allocation of tax levy and sales tax that will be now be addressed by separate intergovernmental agreements for each urban renewal area and addresses the use of Town staff for the Authority and the potential use of Town staff for efforts beyond administrative functions.

#### **HISTORY AND PREVIOUS BOARD ACTION**

On September 23, 2010, the Firestone Urban Renewal Authority approved a resolution authorizing a cooperation agreement between the Authority and the Town of Firestone. On that same date, the Town of Firestone Board of Trustees approved Resolution 2010-41 authorizing the said cooperation agreement between the two organizations, stating the Town would provide support services to the Authority, established that the Town may advance funds to the Authority the Town would be reimbursed by the Authority for support services, as well as allocate the Town's property tax levy to the Town and stating the Town's sales tax would only be allocated to the Authority with approval by the Board of Trustees. On December 18, 2017, the Authority approved FURA Resolution 2017-04 and the Board of Trustees approved Resolution 2017-57 to confirm that the Town would provide support services to the Authority, that the Authority would allocate all of the Town's increases in property tax revenues within the Southern, Northern, and Central plan areas to the Town, and that the Authority would have to request sales tax allocations from the Town if at any time the Authority seeks to retain increases in sales tax revenues within the areas.

The Authority approved the agreement as attached at its meeting on March 17, 2021.

#### **RECOMMENDATION**

Approve Resolution 21-38 authorizing the execution of the intergovernmental agreement between the Town of Firestone and the Firestone Urban Renewal Authority regarding coordination and staffing of services.

#### **ALTERNATIVES**

#### **ATTACHMENTS**

1. Resolution 21-38 Approving Administrative Sharing IGA
2. IGA for Coordination and Staffing of Services

#### **FINANCIAL CONSIDERATIONS**

RESOLUTION NO. 21-38

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE FIRESTONE URBAN RENEWAL AUTHORITY REGARDING COORDINATION AND STAFFING OF SERVICES

WHEREAS, the Firestone Urban Renewal Authority (“FURA”) is a public body corporate and politic organized as of July 24, 2009 and authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “Urban Renewal Law”); and

WHEREAS, the Town of Firestone (“Town”) is a statutory town of the State of Colorado authorized to exercise its powers under and pursuant to the Colorado Constitution and state law; and

WHEREAS, FURA and the Town entered into the Cooperation Agreement approved by the governing bodies of the Parties on September 23, 2010 regarding inter alia the provision of support services to FURA by the Town, as amended and restated by the Amended and Restated Cooperation Agreement approved by FURA by Resolution No. 17-57 on December 13, 2017 (the “Prior Agreement”); and

WHEREAS, the Town and FURA desire to enter into an intergovernmental agreement (the “IGA”) to amend and restate the Prior Agreement and confirm their mutual understandings regarding FURA operating costs; and

WHEREAS, Colorado law, C.R.S. § 29-1-201 *et seq.*, authorizes and encourages local governments to contract with one another to provide any function, service, or facility, and C.R.S. § 31-25-112 provides that the Town may cause funds and administrative or other services to be expended or furnished to FURA.

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

**Section 1.** The foregoing Recitals are incorporated herein by this reference.

**Section 2.** The Town’s Board of Trustees hereby approves the IGA negotiated by FURA and the Town in essentially the form attached hereto as Exhibit A.

**Section 3.** The Mayor is hereby authorized to execute the IGA on behalf of the Town.

INTRODUCED, READ, and ADOPTED this 24th day of March, 2021.

TOWN OF FIRESTONE, COLORADO

---

Bobbi Sindelar, Mayor

ATTEST:

APPROVED AS TO FORM:

---

Jessica Koenig, CMC, Town Clerk

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William P. Hayashi, Town Attorney



Exhibit A

IGA  
[*see attached*]

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE TOWN OF FIRESTONE AND THE FIRESTONE URBAN RENEWAL AUTHORITY  
REGARDING COORDINATION AND STAFFING OF SERVICES

This Amended and Restated Intergovernmental Agreement (this “IGA”) is entered into by and between the TOWN OF FIRESTONE, COLORADO (the “Town”), and the FIRESTONE URBAN RENEWAL AUTHORITY (“FURA”) (individually, a “Party” and collectively, the “Parties”) and shall be effective as of March \_\_, 2021 (the “Effective Date”).

**WHEREAS**, the Town is a statutory town of the State of Colorado authorized to exercise its powers under and pursuant to the Colorado Constitution and state law; and

**WHEREAS**, FURA is a public body corporate and politic organized as of July 24, 2009 and authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “Urban Renewal Law” or the “Act”); and

**WHEREAS**, FURA and the Town entered into the Cooperation Agreement approved by the governing bodies of the Parties on September 23, 2010 regarding inter alia the provision of support services to FURA by the Town, as amended and restated by the Amended and Restated Cooperation Agreement approved by FURA by Resolution No. 17-57 on December 13, 2017 (the “Prior Agreement”); and

**WHEREAS**, the Town and FURA desire to enter into this IGA to amend and restate the Prior Agreement and confirm their mutual understandings regarding the provision of support services to FURA by the Town; and

**WHEREAS**, Colorado law, C.R.S. § 29-1-201 *et seq.*, authorizes and encourages local governments to contract with one another to provide any function, service, or facility, and C.R.S. § 31-25-112 provides that the Town may cause funds and administrative or other services to be expended or furnished to FURA.

**AGREEMENT**

1. Support Services. The Parties agree the Town in its discretion may provide support services to FURA as may be desired to carry out the duties, operations and functions of FURA. Support services may include, without limitation, administrative, managerial, planning, financing, accounting, engineering, and other services, including Town employee and/or outside consulting services (“Support Services”). The Town Manager is authorized to serve as Executive Director of FURA as provided in the Act and subject to budgetary requirements shall direct the utilization of Support Services as may be required to carry out the duties, operations and functions of FURA.

2. Advance of Operating Funds. While not anticipated to be necessary, the Town may annually advance to FURA an amount of operating funds (“Operating Funds”) to be determined by appropriation by the Town Board of Trustees. Operating Funds shall be used by FURA for Support Services and other costs incurred by FURA in accordance with the Act, this IGA and approved Town and FURA budgets.

3. Town Staff. FURA may, from time to time as FURA deems necessary, employ or appoint Town staff and personnel to exercise FURA's powers, duties, and functions authorized by the Urban Renewal Law and all other laws of the State of Colorado. In such instances, Town staff and personnel shall exercise and provide such powers, duties, and functions and shall allocate reasonable time to devote to FURA matters.

4. Legal Counsel. While not anticipated to be necessary, the Town may provide funds for FURA's legal counsel in order for FURA to properly exercise its powers, duties and functions authorized by the Urban Renewal Law and all other laws of the State of Colorado.

5. Town Expenditure of Funds for Undertakings and Activities. The Town may expend funds for the purpose of aiding FURA in its undertakings and activities, including but not limited to demolition, remediation, rehabilitation or acquisition of buildings or property located within an urban renewal area of FURA.

6. Reimbursement to Town by Authority. If the Town provides Operating Funds or other funds to FURA, FURA is not required to reimburse the Town for any costs incurred by the Town pursuant to this IGA.

7. TABOR. No provision of this IGA shall be construed or interpreted: (a) to directly or indirectly obligate the Town to make any payment in any year in excess of amounts appropriated for such year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution (TABOR) or any other constitutional or statutory limitation or provision; or (c) as a donation or grant by the Town in aid of any person, company or corporation under applicable Colorado law.

8. Additional Provisions.

(a) Modification. This IGA may be modified, amended, changed or terminated, in whole or in part, only by an agreement in writing duly authorized by both of the respective governing bodies of each of the Parties. No consent of any third party shall be required for the negotiation and execution of any such agreement.

(b) Waiver. The waiver of a breach of any of the provisions of this IGA by a Party shall not constitute a continuing waiver or a waiver of any subsequent breach by the other Party of any provision of this IGA.

(c) Counterparts. This IGA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This IGA may also be executed and delivered by facsimile or portable document format (.pdf) signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) Governing Law. This IGA shall be governed in accordance with the laws of the state of Colorado.

(e) No Third Party Beneficiaries. There are no express or implied third party beneficiaries of this IGA. No third party has any right to enforce this IGA.

(f) Governmental Immunity. The Parties acknowledge that each is a governmental entity and neither waives governmental immunity pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

*[signature page follows]*

IN WITNESS WHEREOF, the Town and FURA have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

TOWN OF FIRESTONE, a political subdivision of  
the State of Colorado

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

FIRESTONE URBAN RENEWAL AUTHORITY,  
a body corporate and politic of the State of  
Colorado

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

**AGENDA INFORMATION  
MEMORANDUM**

**FIRESTONE  
TOWN BOARD OF TRUSTEES**



**AIM#:** 7.e

**Discussion/Action**

**Meeting Date:** March 24, 2021

**Initiated By:** Dave Lindsay

**Dept:** Public Works

**AGENDA TITLE**

**Resolution 21-40:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PUMP PROCUREMENT AGREEMENT WITH WATER TECHNOLOGY GROUP FOR THE PURCHASE OF PUMPS FOR THE TOWN OF FIRESTONES PUMP STATION WHICH WILL TRANSFER TREATED WATER FROM THE ST. VRAIN WATER TREATMENT PLANT

**SUMMARY**

Firestone will be building a new potable water pump station and pipeline to transfer treated water from the St Vrain Water Treatment Plant to the Town's existing distribution system. The Pump Station and Water Transmission Pipeline will be built as two separate projects, and the design for both is nearly completed. The selection of the pumps is completed now. Because there is a such a long lead time to have these manufactured, we need to order the pumps as soon as possible. Simultaneously, the design is being wrapped up on the rest of the pump station so that the project is completed in the Fall as the treatment plant is also being completed.

Water Technology Group is a full-service pump system supplier in Golden that also offers service and technical assistance for the pumps they sell. They are the pump supplier selected by all three of the contractors for our other pump system projects (Gould Alluvial Wells, Water Treatment Plant, and Reservoir No. 1). The design team and the contractor we will be recommending to build this potable water pump station have both recommended we continue this relationship and purchase these pumps from Water Technology Group.

Firestone has, on occasion, engaged in a sole-source acquisition of equipment or materials for other projects ahead of contractor selection to facilitate timely completion of a project. Most recently, we did this with the membrane systems that will be used for the water treatment plant, and prior to that, we did it for the McClure Avenue bridge over the Tri-Town Drainageway.

Staff has completed work with the design team to create an EJCDC form Project Manual and procurement contract. A resolution approving this contract and awarding it to Water Technology Group is presented for consideration and action by the Board. Included with the packet is a copy of the Notice of Award, a graphic showing the four pumps to be procured, and a site plan showing where the new pump station will be located on the water treatment plant site.

**HISTORY AND PREVIOUS BOARD ACTION**

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

On July 8, 2020, the Board approved the design contract for the design of the pump station and pipeline with Resolution 20-68.

**RECOMMENDATION**

Staff recommends the Board of Trustees approve the attached Resolution 21-40 approving the procurement agreement with Water Technology Group, a Cogent Company, for an amount not to exceed \$590,195.00 and authorize the Mayor to execute the agreement on behalf of the Town.

**ALTERNATIVES**

The Board could direct staff to proceed with an alternative procurement procedure.

**ATTACHMENTS**

1. Resolution 21-40 Pump Procurement St Vrain Water Transfer
2. Notice of Award
3. Pump X-Section
4. Site Plan

**FINANCIAL CONSIDERATIONS**

The contract amount is not to exceed \$590,195.00 and will be paid from the Water Fund.

**RESOLUTION NO. 21-40**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,  
COLORADO, APPROVING A PUMP PROCUREMENT AGREEMENT WITH WATER  
TECHNOLOGY GROUP FOR THE PURCHASE OF PUMPS FOR THE TOWN OF  
FIRESTONES PUMP STATION WHICH WILL TRANSFER TREATED WATER  
FROM THE ST. VRAIN WATER TREATMENT PLANT**

WHEREAS, the Town of Firestone ("Town") is in need of pumps for its proposed pump station through which the Town will transfer treated water from the St. Vrain Water Treatment Plant to the Town's water distribution system; and

WHEREAS, Water Technology Group is a full service pump supplier which offers technical assistance and maintenance services for their pumps; and

WHEREAS, Water Technology Group is the pump provider for the Town's Gould Alluvial Wells, St. Vrain Water Treatment Plant, and Reservoir No.1 pump station projects; and

WHEREAS, staff recommends, with the support of the Town's Pump Station Design Team and Contractor that Water Technology Group be selected as a sole source provider given its experience, full scope of services and existing involvement with other Town pump station projects and

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

The Pump Procurement Agreement between Water Technology Group and the Town of Firestone is approved in substantially the same form as the copy attached hereto and made a part of this Agreement 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



**SECTION 00510**  
**NOTICE OF AWARD**

Date: March 24, 2021

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Project: St. Vrain WTP Delivery System Pump Procurement

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Owner: Town of Firestone

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Owner's Contract No.: W2020-9524.01

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Contract: Construction Services

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Engineer's Project No.: 6365-20-500

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Bidder: Water Technology Group, a Cogent Company

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Bidder's Address: 14452 West 44th Ave.  
Golden, CO 80403

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You are notified that your Bid dated \_\_\_\_\_  
for the above Contract has been considered. You are the Successful Bidder and are awarded a  
Contract for the St. Vrain WTP Delivery System Pump Procurement Project.

The Contract Price of your Contract is : \$590,195.00 :

Three (3) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

Two (2) of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten (10) days of the date you receive this Notice of Award.

1. Deliver to the Owner three (3) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01) and Supplementary Conditions (Paragraph SC-5.01).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

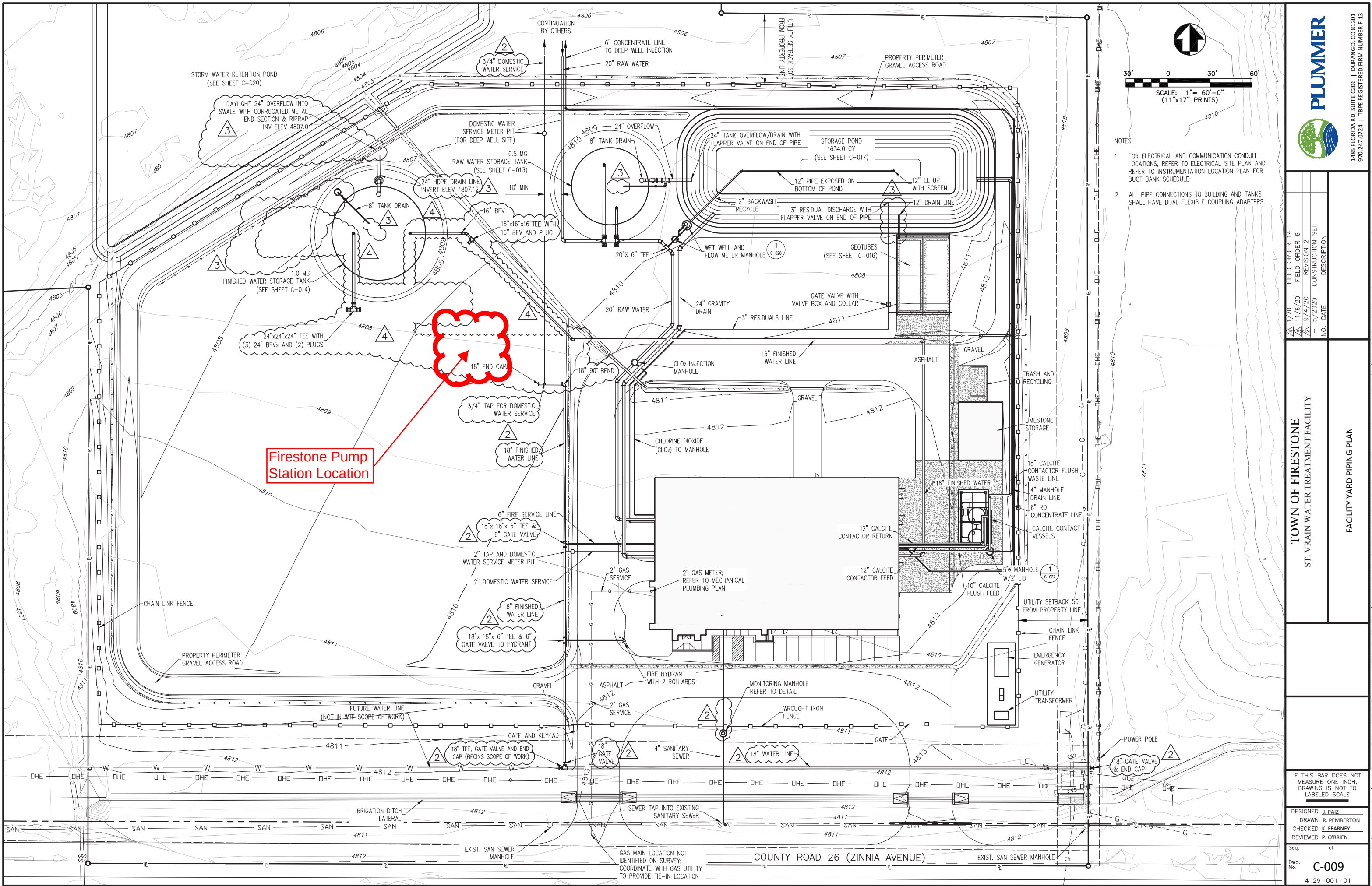
Owner: Town of Firestone

By: \_\_\_\_\_

Mayor

Copy to Engineer





Firestone Pump  
Station Location

PLUMMER

1485 FLORIDA RD, SUITE C206 | DURANGO, CO 81301  
970.247.0724 | TBPE REGISTERED FIRM NUMBER F-13

|         |                  |
|---------|------------------|
| 11/20   | FIELD ORDER 14   |
| 11/6/20 | FIELD ORDER 6    |
| 9/4/20  | REVISION 2       |
| 5/2020  | CONSTRUCTION SET |
| NO.     | DATE             |
|         | DESCRIPTION      |

TOWN OF FIRESTONE  
ST. VRAIN WATER TREATMENT FACILITY

FACILITY YARD PIPING PLAN

IF THIS BAR DOES NOT  
MEASURE ONE INCH,  
DRAWING IS NOT TO  
LABELLED SCALE

DESIGNED J. PAIZ  
DRAWN R. PEMBERTON  
CHECKED K. FEARNEY  
REVIEWED P. O'BRIEN

Seq. of  
Dwg. No. C-009

4129-001-01

PRINTED: 2/17/2021 7:59 AM V:\CADD DRAWINGS\FRANCHETTI\FSRN-0305 - FIRESTONE WTP DESIGN\C-009-010-011\_FACILITY YARD PIPING PLANS - REVISED\_recover000.dwg  
SAVED BY: Rpermberton USER: Rpermberton, Ron



**Hours/Units/Types Summary**

| PC            | Title                    | Hours            | Net Type           | Amount            | Info Type       | Amount      |
|---------------|--------------------------|------------------|--------------------|-------------------|-----------------|-------------|
| 1-00          | Regular Pay              | 8,759.15         | Direct Deposit Net | 381,728.84        | Informational   | 0.00        |
| 2-00          | Overtime Pay             | 99.25            | Net                | 11,503.43         | Fringe Benefits | 9.60        |
| 3-00          | Paid Time Off & EIB      | 1,493.99         | 3rd Party Pay Net  | 1,560.08          |                 |             |
| 5-00          | Call Outs                | 6.00             |                    |                   |                 |             |
| 7-00          | Holiday, Holiday Worked  | 146.50           |                    |                   |                 |             |
| 8-10          | PD Grant/Contracts       | 2.50             |                    |                   |                 |             |
| 8-00          | Miscellaneous Pay        | 128.00           |                    |                   |                 |             |
| 8-21          | NON WORK- COVID19        | 436.50           |                    |                   |                 |             |
| 8-22          | EPSL-Emergency Pd Sick   | 0.00             |                    |                   |                 |             |
| 8-24          | WORKING - COVID 19       | 152.60           |                    |                   |                 |             |
| 8-26          | PHE - Public Health Emer | 170.00           |                    |                   |                 |             |
| 9-01          | Comp Time Earned         | 29.00            |                    |                   |                 |             |
| 9-02          | Comp Time Used           | 116.75           |                    |                   |                 |             |
| Grand Totals: |                          | <u>11,540.24</u> |                    | <u>394,792.35</u> |                 | <u>9.60</u> |

**Pay Code Totals - Employee**

| PC   | Title            | Amount     | PC    | Title                        | Amount     | PC    | Title                | Amount     |
|------|------------------|------------|-------|------------------------------|------------|-------|----------------------|------------|
| 1-01 | Regular Pay      | 486,866.86 | 8-20  | Retro Pay (non-FPPA)         | 0.00       | 61-02 | HSA7200              | -6,833.46  |
| 1-03 | Mayor/Trustee    | 2,150.00   | 8-21  | NON WORK - COVID 19          | 10,531.17  | 61-10 | FSA- Dependent Care  | -1,578.32  |
| 1-04 | Temporary        | 2,114.00   | 8-22  | EPSL-Emergency Pd Sick Lv    | 0.00       | 61-11 | FSA- Limited Purpose | -166.66    |
| 2-00 | Overtime         | 5,612.69   | 8-24  | WORKING - COVID 19           | 3,697.70   | 61-12 | FSA - Medical        | -1,892.46  |
| 3-01 | PTO              | 17,198.10  | 8-26  | PHE - Public Health Emergenc | 4,918.16   | 62-00 | Dental Insurance     | -926.07    |
| 3-05 | PTO Payout       | 17,406.22  | 9-02  | Comp Time                    | 2,991.54   | 63-00 | Vision               | -324.00    |
| 3-10 | Contract PTO     | 0.00       | 19-00 | 3rd Party Pay                | 1,583.04   | 64-01 | Voluntary/Ad Life    | -936.30    |
| 4-00 | EIB              | 0.00       | 21-01 | Stipend                      | 0.00       | 64-03 | Child Life           | -44.80     |
| 5-01 | Call Outs        | 199.74     | 21-02 | Cell Phone Stipend           | 225.00     | 64-04 | Spouse Life          | -293.10    |
| 5-02 | PD Call Outs     | 0.00       | 30-04 | Life Ins > 50k               | 9.60       | 64-99 | Accident Insurance   | -831.18    |
| 7-01 | Holiday          | 4,909.06   | 40-00 | 401k - PERA                  | -316.91    | 70-01 | Misc Deduction       | 0.00       |
| 7-02 | Holiday Work SW  | 0.00       | 50-01 | FPPA 457                     | -1,131.20  | 70-02 | Child Support        | -837.50    |
| 7-03 | Holiday Work NSW | 0.00       | 50-02 | FPPA PD Pension              | -22,682.16 | 70-03 | Garnishment          | -1,123.58  |
| 8-01 | Misc Pay         | 0.00       | 50-03 | FPPA ROTH                    | -1,213.84  | 70-04 | Equipment            | -683.36    |
| 8-02 | Retro Pay        | 2,112.30   | 51-01 | PERA                         | -29,673.20 | 74-00 | Soc Sec              | -793.11    |
| 8-04 | Bereavement      | 549.60     | 51-02 | PERA+457                     | -595.12    | 75-00 | Medicare             | -7,744.18  |
| 8-06 | Snow Day         | 0.00       | 51-03 | PERA Life                    | -62.00     | 76-00 | FWT                  | -52,400.38 |
| 8-07 | LTD Reimb        | 0.00       | 52-01 | ICMA 401a                    | -250.00    | 77-00 | SWT                  | -18,172.00 |
| 8-08 | Pd Admin Leave   | 3,675.36   | 52-02 | ICMA 457b-Pre                | -896.20    | 79-00 | 3rd Party Medicare   | -22.96     |
| 8-10 | PD Grant         | 112.54     | 52-04 | ICMA 457b-Post               | -384.62    | 85-00 | Net Pay - check      | 11,503.43  |
| 8-12 | Jury Duty        | 0.00       | 60-00 | Health Insurance             | -19,166.74 | 86-00 | Dir Deposit          | 381,728.84 |
| 8-13 | Military Leave   | 0.00       | 61-01 | HSA3600                      | -2,243.92  | 89-00 | 3rd Party Net        | -1,560.08  |
| 8-16 | Employee Bonus   | 0.00       |       |                              |            |       |                      |            |

**Pay Code Totals - Employer**

| PC    | Title            | Amount    | PC    | Title            | Amount    | PC    | Title                 | Amount   |
|-------|------------------|-----------|-------|------------------|-----------|-------|-----------------------|----------|
| 50-02 | FPPA - Polic     | 16,765.17 | 61-01 | HSA3600          | 1,100.00  | 91-00 | Long Term Disability  | 1,926.66 |
| 51-01 | PERA             | 49,641.63 | 61-02 | HSA7200          | 3,700.00  | 92-00 | Short Term Disability | 1,920.91 |
| 51-04 | PERA AED/SAED    | 498.08    | 62-00 | Dental Insurance | 70,283.92 | 93-00 | Police Pension        | 5,415.70 |
| 52-01 | ICMA 401a        | 1,600.00  | 63-00 | Vision Insurance | 877.80    | 94-00 | Basic Life & AD&D     | 1,335.23 |
| 52-02 | ICMA 457b        | 1,615.38  | 74-00 | Social Security  | 793.11    | 95-01 | Employee Asst Plan    | 567.24   |
| 60-00 | Health Insurance | 74,130.10 | 75-00 | Medicare         | 7,767.13  | 98-00 | State Unemployment    | 1,688.70 |

| Name                                            | Total Paid |
|-------------------------------------------------|------------|
| Total 1985 SAM DIPAOLO POST:                    | 3,500.00   |
| Total 4 HIM LLC, DBA ZOUP:                      | 5,000.00   |
| Total 4 RIVERS EQUIPMENT, LLC:                  | 386.99     |
| Total A CAKE COME TRUE:                         | 3,500.00   |
| Total ADAMSON POLICE PRODUCTS:                  | 816.86     |
| Total ADVANTAGE MEDICAL COMPANY:                | 1,075.00   |
| Total AIRGAS INC:                               | 35.88      |
| Total ALAN PLUMMER AND ASSOCIATES, INC:         | 68,354.31  |
| Total ALL AMERICAN TRAILERS:                    | 10,239.00  |
| Total AMAZON:                                   | 8,747.24   |
| Total AMERICAN CONSERVATION & BILLING SOLUTION: | 200.00     |
| Total ANYTIME FITNESS:                          | 3,500.00   |
| Total APEX SHREDDING, INC.:                     | 125.00     |
| Total ASCEND PROJECT MGMT & STORMWATER SVC INC: | 8,351.25   |
| Total ASPHALT SPECIALTIES CO., INC.:            | 163.75     |
| Total B K TIRE, INC:                            | 824.00     |
| Total BAREFOOT RESIDENTIAL LLC:                 | 90.16      |
| Total BC INTERIORS:                             | 883.25     |
| Total BENEFIT TECHNOLOGY RESOURCES, LLC:        | 200.00     |
| Total BINFORD SUPPLY LLC:                       | 347.43     |
| Total Black Hills Energy:                       | 4,620.96   |
| Total BOBCAT OF THE ROCKIES:                    | 456.18     |
| Total BOHANNAN HUSTON INC:                      | 6,430.07   |
| Total C & W TRUCK AND TRAILER, LLC:             | 1,901.17   |
| Total CANYON TITLE (TUFTS):                     | 34.15      |
| Total CASELLE, INC.:                            | 3,455.00   |
| Total CASI - Asphalt:                           | 875.00     |
| Total CCNC, INC:                                | 100.00     |
| Total CENTENNIAL CONTROLS INC:                  | 544.00     |
| Total CENTRAL WELD COUNTY WATER DISTRICT:       | 22.03      |
| Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA: | 45,234.66  |
| Total CENTRAL WELD COUNTY WATER DISTRICT-TAPS:  | 365,700.00 |
| Total CENTURY LINK:                             | 676.62     |
| Total CESARE, INC:                              | 9,424.95   |
| Total CHICAGO TITLE (TUFTS):                    | 8.42       |
| Total CIGNA HEALTH & LIFE INSURANCE CO:         | 129,592.92 |
| Total CINTAS FIRST AID & SAFETY:                | 609.78     |
| Total CIRSA:                                    | 287,882.79 |
| Total CIVIC PLUS, INC:                          | 10,500.99  |

| Name                                            | Total Paid |
|-------------------------------------------------|------------|
| Total COALRIDGE ANIMAL HOSPITAL, INC:           | 73.79      |
| Total COLORADO CIVIL GROUP INC.:                | 54,552.12  |
| Total COLORADO JUMPS DBA AIRBOUND:              | 4,852.50   |
| Total COLORADO STORMWATER COUNCIL:              | 500.00     |
| Total COMCAST CABLE -0310188 - SEATTLE:         | 476.02     |
| Total DANA KEPNER COMPANY, INC.:                | 27,637.91  |
| Total DBC IRRIGATION SUPPLY:                    | 223.74     |
| Total DELTA DENTAL OF COLORADO, INC:            | 6,644.25   |
| Total DESIGN WORKSHOP INC:                      | 11,874.92  |
| Total DOUGLAS COUNTY:                           | 2,000.00   |
| Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:      | 200.49     |
| Total ENVIROTECH SERVICES, INC.:                | 11,236.89  |
| Total ESRI:                                     | 27,500.00  |
| Total FACTORY MOTOR PARTS CO.:                  | 218.95     |
| Total FIDELITY NATIONAL TITLE - S DENVER:       | 12.26      |
| Total FIDELITY NATIONAL TITLE-LONGMONT:         | 45.50      |
| Total FIRST AMERICAN TITLE CO:                  | 52.39      |
| Total FIRST AMERICAN TITLE INSURANCE COMPANY-E: | 71.76      |
| Total FIRST INTEGRITY TITLE COMPANY:            | 87.33      |
| Total FIRSTBANK:                                | 27,265.01  |
| Total FRANCE PUBLICATIONS, INC:                 | 850.00     |
| Total FRANSEN PITTMAN GENERAL CONTRACTORS:      | 492,494.00 |
| Total FRED DIEHL CONSULTING:                    | 7,800.00   |
| Total FREDERICK - FIRESTONE FIRE PROTECTION:    | 27,422.00  |
| Total FRONT RANGE RAYNOR DOOR COMPANY INC:      | 1,244.99   |
| Total FRONTIER COMMUNICATIONS CORP (LEASE):     | 36,047.46  |
| Total FRONTIER COMPUTER CORP.:                  | 43,673.63  |
| Total FUZION FIELD SERVICES LLC:                | 100.00     |
| Total GRAINGER:                                 | 245.83     |
| Total GRAVES CONSULTING LLC:                    | 187.50     |
| Total GREEN GIRL RECYCLING SERVICES:            | 233.00     |
| Total GROUND ENGINEERING CONSULTANTS, INC:      | 1,475.25   |
| Total HALCYON DESIGN LLC:                       | 35,003.16  |
| Total HARDLINE EQUIPMENT LLC:                   | 110.00     |
| Total HEI CIVIL:                                | 977,250.67 |
| Total HOMELIGHT TITLE:                          | 97.26      |
| Total IAP PRODUCTION INC:                       | 2,451.30   |
| Total ICMA RETIREMENT CORPORATION:              | 500.00     |
| Total INTEGRATED WATER SERVICES, INC:           | 538,138.69 |

| Name                                            | Total Paid |
|-------------------------------------------------|------------|
| Total INTERMOUNTAIN SALES OF DENVER, INC.:      | 454.53     |
| Total INTERNATIONAL ASSOC OF CHIEFS OF POLICE:  | 190.00     |
| Total INTERSTATE BATTERY OF THE ROCKIES:        | 414.85     |
| Total INTERSTATE FORD:                          | 45.90      |
| Total INTERWEST SAFETY SUPPLY, INC.:            | 558.05     |
| Total KATHLEEN A. OATIS:                        | 1,250.00   |
| Total KG CLEAN, INC:                            | 5,406.78   |
| Total KIMBALL MIDWEST:                          | 98.00      |
| Total KING CHEVROLET BUICK GMC:                 | 530.60     |
| Total KISSINGER & FELLMAN P.C.:                 | 744.50     |
| Total L. L. JOHNSON DISTRIBUTING CO.:           | 514.92     |
| Total LAND TITLE (CSPR):                        | 98.59      |
| Total LAND TITLE GUARANTEE-ENGLEWOOD:           | 800.00     |
| Total LAND TITLE-DENVER-2:                      | 11.98      |
| Total LAND TITLE-LONGMONT:                      | 76.58      |
| Total LAST CHANCE DITCH COMPANY:                | 364.00     |
| Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN: | 15,618.77  |
| Total LENNAR COLORADO:                          | 65.55      |
| Total LEONARD RICE ENGINEERS, INC:              | 33,539.25  |
| Total LIFE STORIES:                             | 250.00     |
| Total LIVE WIRES, LLC:                          | 923.54     |
| Total LONGMONT HUMANE SOCIETY:                  | 1,166.67   |
| Total LOUISIANA GLYNN'S:                        | 3,710.00   |
| Total MAC EQUIPMENT INC LONGMONT:               | 14,134.56  |
| Total MAIN STREET MAT COMPANY, INC:             | 373.16     |
| Total MAYA GRILL & CANTINA LLC:                 | 5,000.00   |
| Total MCCANDLESS TRUCK CENTER, LLC:             | 2,596.67   |
| Total MCDONALD FARMS ENTERPRISES, INC:          | 4,534.73   |
| Total MCGRANE WATER ENGINEERING, LLC:           | 4,434.00   |
| Total MCI:                                      | 56.15      |
| Total MELODY HOMES INC:                         | 325.00     |
| Total MIRACLE RECREATION EQUIPMENT CO.:         | 1,465.41   |
| Total MISC VENDOR:                              | 100.00     |
| Total MORGAN STANLEY SMITH BARNEY LLC:          | 2,789.01   |
| Total MOTOROLA SOLUTIONS:                       | 127,868.00 |
| Total MTECH MECHANICAL TECHNOLOGIES GROUP:      | 8,097.28   |
| Total MUNICIPAL CODE CORPORATION:               | 1,049.96   |
| Total NCSI:                                     | 85.50      |
| Total NEW IPT INC:                              | 4,668.75   |

| Name                                            | Total Paid |
|-------------------------------------------------|------------|
| Total NORTHERN COLORADO CRIME STOPPERS:         | 400.00     |
| Total NORTHERN COLORADO WATER CONSERVANCY DIST: | 191.20     |
| Total O.J. WATSON COMPANY, INC.:                | 85.26      |
| Total OFFICE DEPOT INC:                         | 415.19     |
| Total O'REILLY AUTO PARTS:                      | 755.26     |
| Total ORKIN PEST CONTROL, INC:                  | 373.44     |
| Total PARROTT'S SPORTS GRILL, INC:              | 7,000.00   |
| Total PEPPER'S FIRESIDE GRILLE:                 | 7,000.00   |
| Total PINNACOL ASSURANCE:                       | 5,729.80   |
| Total PITNEY BOWES INC:                         | 72.67      |
| Total POLLARD WATER:                            | 124.58     |
| Total PUREWATER DYNAMICS, INC:                  | 336.84     |
| Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:      | 100.00     |
| Total RENATUS INC:                              | 5,000.00   |
| Total RHINEHART OIL CO, INC:                    | 316.91     |
| Total RIPTIDE CAR & PET WASH:                   | 723.25     |
| Total ROCKY MOUNTAIN POLICE CHAPLAINS:          | 400.00     |
| Total RPS PLAN ADMINISTRATORS:                  | 387.35     |
| Total RURAL DITCH COMPANY:                      | 208.00     |
| Total SAFE BUILT COLORADO INC:                  | 82,049.13  |
| Total SAFETY AND CONSTRUCTION SUPPLY INC:       | 1,050.08   |
| Total SHERWIN WILLIAMS CO.:                     | 45.46      |
| Total SPLIT RAIL FENCE CO, LLC:                 | 5,900.00   |
| Total ST VRAIN SANITATION DISTRICT:             | 363.00     |
| Total STEVE BALCEROVICH:                        | 1,250.00   |
| Total SUBWAY:                                   | 3,500.00   |
| Total TERIYAKIMADNESS #136:                     | 7,000.00   |
| Total TEST GAUGE INC - CO:                      | .00        |
| Total THOMSON REUTERS-WEST:                     | 215.00     |
| Total TIMBERLAN, INC:                           | 42,464.75  |
| Total TRANSWEST TRUCK TRAILER RV:               | 135.06     |
| Total TRIDENT SECURITY SYSTEMS INC:             | 501.00     |
| Total TRIGGER TIME GUN CLUB, LLC:               | 200.00     |
| Total UME CUSTOM EMBROIDERY:                    | 167.47     |
| Total UNC FOUNDATION:                           | 3,000.00   |
| Total UNITED POWER:                             | 15,235.49  |
| Total UNIVERSITY AUTO PARTS, INC:               | 767.44     |
| Total UPSTATE COLORADO ECONOMIC DEVELOPMENT:    | 10,000.00  |
| Total UTILITY REFUNDS -1:                       | 159.03     |



| Name                                            | Total Paid   |
|-------------------------------------------------|--------------|
| Total VALLI INFORMATION SYSTEMS:                | 3,214.59     |
| Total Verizon Connect NWF INC:                  | 145.71       |
| Total VERIZON WIRELESS:                         | 5,873.58     |
| Total VISION SERVICE PLAN - VSP:                | 1,209.97     |
| Total WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ: | 935.00       |
| Total WAGNER EQUIPMENT CO.:                     | 44,224.00    |
| Total WAGNER WELDING SUPPLY CO.:                | 26.04        |
| Total WASTE CONNECTIONS OF COLORADO INC:        | 442.00       |
| Total WCC ENTERPRISES INC:                      | 400.00       |
| Total WEAR PARTS & EQUIP CO., INC:              | 726.00       |
| Total WELD COUNTY CHIEFS OF POLICE ASSOCIATION: | 60.00        |
| Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI: | 930.50       |
| Total WELD COUNTY TREASURER:                    | 3.06         |
| Total WENCK ASSOCIATES INC:                     | 57,040.07    |
| Total WESTERN ENVIRONMENT AND ECOLOGY INC:      | 2,250.00     |
| Total WESTERN PAPER DISTRIBUTORS INC:           | 556.14       |
| Total WESTWATER RESEARCH, LLC:                  | 5,000.00     |
| Total WEX BANK:                                 | 9,724.10     |
| Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO: | 2,179.73     |
| Total WICKHAM TRACTOR CO, Inc:                  | 512.71       |
| Total WILLIAMSON & HAYASHI, LLC:                | 15,188.50    |
| Total WORKWELL OCCUPATIONAL MEDICINE LLC:       | 234.00       |
| Total XPRESS BILL PAY / XPRESS SOLUTIONS:       | 1,821.09     |
| Grand Totals:                                   | 3,925,991.07 |