



BOARD OF TRUSTEES

REGULAR MEETING AGENDA

June 23, 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

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

Topic: 06-23-2021 Board of Trustees Meeting
Time: Jun 23, 2021 07:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84538635010?pwd=amprN0ZUalBMc01Ua01LZU0rcE15Zz09>

Meeting ID: 845 3863 5010

Passcode: 430737

One tap mobile

+16699009128,,84538635010#,,,,*430737# US (San Jose)

+12532158782,,84538635010#,,,,*430737# US (Tacoma)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 845 3863 5010

Passcode: 430737

Find your local number: <https://us02web.zoom.us/j/84538635010?pwd=amprN0ZUalBMc01Ua01LZU0rcE15Zz09>

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. Individuals are allotted 3 minutes of Public Comment during the entirety of the meeting. Maximum time permitted for all Public Comment during a meeting 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 June 9, 2021 Meeting Minutes

b. **Resolution 21-76:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN CESARE INC AND THE TOWN OF FIRESTONE FOR GEOTECHNICAL SERVICES FOR THE ST VRAIN WATER TREATMENT PLANT'S INJECTION WELL PADS

c. **Resolution 21-77:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE SECOND AMENDMENT TO THE ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND McGRANE WATER ENGINEERING, LLC.

d. Reappointment of Julie Pasillas and Dave Lindsay to the St. Vrain Water Authority Board of Directors

7. Discussion/Action

a. **Resolution 21-80:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN ST. VRAIN SANITATION DISTRICT AND THE TOWN OF FIRESTONE FOR SEWER SERVICE

b. **Ordinance 995:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ENACTING SECTION 2.14.020, FAIR CAMPAIGN PRACTICES OF THE MUNICIPAL CODE OF THE TOWN OF FIRESTONE

c. Police Department Compliance Issues Discussion

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

9. Reports

9.a. Staff

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Individuals are allotted 3 minutes of Public Comment during the entirety of the meeting. Maximum time permitted for all Public Comment during a meeting 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.

9.a.i. May Financials

9.b. Mayor

9.c. Trustees

10. Executive Session

- a.** An executive session for a personnel matter pursuant to C.R.S. 24-6-402(4)(f)(I)- regarding an employment matter concerning the Chief of Police.
- b.** An executive session for conferences with attorneys for the Board of Trustees pursuant to C.R.S. 24-6-402(4)(b)- for the purpose of receiving legal advice on specific legal questions regarding the operation of the Police Department.

11. Adjournment

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Individuals are allotted 3 minutes of Public Comment during the entirety of the meeting. Maximum time permitted for all Public Comment during a meeting 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.

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Individuals are allotted 3 minutes of Public Comment during the entirety of the meeting. Maximum time permitted for all Public Comment during a meeting 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.

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Individuals are allotted 3 minutes of Public Comment during the entirety of the meeting. Maximum time permitted for all Public Comment during a meeting 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.

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.a

Consent Agenda

Meeting Date: June 23, 2021

Initiated By: Jessica Koenig

Dept: Town Clerk

AGENDA TITLE

Approval of June 9, 2021 Meeting Minutes

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of June 9, 2021 meeting minutes.

ALTERNATIVES

ATTACHMENTS

1. June 9, 2021 Draft Minutes

FINANCIAL CONSIDERATIONS

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
June 9, 2021

1. Access Information

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

Topic: 06-09-2021 Board of Trustees Meeting

Time: Jun 9, 2021 07:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/88082948891?pwd=cG01Z1JSQ2V3ZDFYWEEveWFNY3cxZz09>

Meeting ID: 880 8294 8891

Passcode: 829866

One tap mobile

+13462487799,,88082948891#,,, *829866# US (Houston)

+16699009128,,88082948891#,,, *829866# 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: 880 8294 8891

Passcode: 829866

Find your local number: <https://us02web.zoom.us/j/kjIBhg0t3>

2. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on June 9, 2021, at the Police Department & Municipal Court Building, 9900 Park Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:01 PM

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar

Trustees: Don Conyac
David Whelan
Samantha Meiring
Doug Sharp

Staff: **Present:** Jan Sloat, Director of Human Resources; Dave Lindsay, Engineer; Paula Mehle, Director of FURA & Economic Development; Raelynn Ferrera, Assistant to the Town Manager; Katie Hansen, Director of Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; 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 Meiring, **second** by Trustee Whelan, to Approve the Agenda

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Trustee Sharp

No: None

Abstain: None

Motion carried.

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

Lorna Morton thanked the Mayor and the Trustees for the approval of the design and development of the Neighbors Point Park. Ms. Morton also acknowledged the Town Manager, AJ Krieger, and his work to make the park a reality.

Becky Duckworth gave public comment regarding the budget for next year and requested careful consideration regarding salaries for Town staff.

Chris Woody gave public comment regarding the staff salaries and recall petitions.

6. Consent Agenda

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

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Trustee Sharp

No: None

Abstain: None

Motion carried.

6.a. Approval of May 26, 2021 Meeting Minutes

b. Resolution 21-72: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND DANA KEPNER COMPANY FOR THE PURCHASE OF PVC WATERPIPE FOR THE ST VRAIN WATER TREATMENT PLANT TRANSMISSION

PIPELINE PROJECT

- c. **Resolution 21-73:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACCEPTING AND APPROVING A UTILITY EASEMENT AND AGREEMENT GRANTING THE TOWN OF FIRESTONE A PERMANENT UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FROM THE HAROLD AND JUNE NELSON LIVING TRUST FOR THE INSTALLATION OPERATION MAINTENANCE AND REPAIR OF WATER PIPELINES BETWEEN FIRESTONE RESERVOIR NO. 1 AND THE INTERSECTION OF FIRESTONE BOULEVARD AND FIRESTONE TRAIL

- d. **Resolution 21-74:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ACCEPTING AND APPROVING A UTILITY EASEMENT AND AGREEMENT GRANTING THE TOWN OF FIRESTONE A PERMANENT UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FROM THE HAROLD AND JUNE NELSON LIVING TRUST FOR THE INSTALLATION OPERATION MAINTENANCE AND REPAIR OF WATER PIPELINES BETWEEN FIRESTONE RESERVOIR NO. 1 AND THE INTERSECTION OF FIRESTONE BOULEVARD AND FIRESTONE TRAIL

- e. **Resolution 21-75:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ACCEPTING AND APPROVING A UTILITY EASEMENT AND AGREEMENT GRANTING THE TOWN OF FIRESTONE A PERMANENT UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FROM LEO BLAKE NELSON FOR THE INSTALLATION OPERATION MAINTENANCE AND REPAIR OF WATER PIPELINES BETWEEN FIRESTONE RESERVOIR NO. 1 AND THE INTERSECTION OF FIRESTONE BOULEVARD AND FIRESTONE TRAIL

7. Presentation

- a. Carbon Valley Parks & Recreation District Presentation

- b. Audit Presentation for Year Ended 12.31.20

8. Discussion/Action

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

There was no one present to give public comment.

10. Reports

10.a. Staff

AJ Krieger, Town Manager, reported on the Town's website and plans to correct false claims made during public comment in Board meetings.

10.a.i. Clean Up Day

10.a.ii. Website Update Discussion

10.b. Mayor

10.c. Trustees

Trustee Sharp reported on a tornado near Firestone on Monday. Trustee Sharp complimented the Police Department on their actions and commented on the use of sirens vs. code red.

Mayor Sindelar reported on Mr. Krieger's comments.

Trustee Meiring reported on various emergency alert options such as a reverse 911 call and code red. Trustee Meiring reported on the lobbyist team and bills they're watching.

11. Adjournment

Motion by Trustee Conyac, **second** by Trustee Meiring, to Adjourn at 8:57 PM, All in Favor,
Motion carried.

Introduced and Approved the 23rd of June, 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: June 23, 2021

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 21-76: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN CESARE INC AND THE TOWN OF FIRESTONE FOR GEOTECHNICAL SERVICES FOR THE ST VRAIN WATER TREATMENT PLANT'S INJECTION WELL PADS

SUMMARY

The injection well being installed as part of the St Vrain Water Treatment Plant requires the construction of two earthen embankment pads, one for the drilling operations and then a second for the pump station facilities. The material to construct these pads will be excavated from the FAST Property as part of a site detention pond and the embankment fill needs to be properly compacted to ensure the stability of the pads. Cesare, Inc. is the geotechnical engineering firm that has been engaged by the Town on the other construction projects on this site and is best suited to provide those same materials testing services for this project. Staff has negotiated a scope and budget with Cesare and the construction services contract is presented for consideration and action by the Board of Trustees.

HISTORY AND PREVIOUS BOARD ACTION

On April 14, 2021, the Board of Trustees approved Resolution 21-46, awarding the grading contract for the construction of the two injection well pads and the FAST detention pond.

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached resolution approving a professional services agreement with Cesare, Inc. for an amount not to exceed \$12,003.00 and authorize the Mayor to execute the agreement on behalf of the Town.

ALTERNATIVES

NA

ATTACHMENTS

1. Resolution 21-76 Cesare Injection Well Pads
2. Cesare Injection Well Pad Geotech Agreement (2021.06.16)

FINANCIAL CONSIDERATIONS

The contract is an hourly rate plus expenses not to exceed \$12,003.00 and will be paid from the Water Fund.

RESOLUTION NO. 21-76

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN
CESARE INC AND THE TOWN OF FIRESTONE FOR GEOTECHNICAL
SERVICES FOR THE ST VRAIN WATER TREATMENT PLANT'S INJECTION
WELL PADS**

WHEREAS, the Town of Firestone ("Town") is in need of geotechnical engineering soil and concrete testing services and associated project management for the St. Vrain Water Treatment Plant Project's ("Project") Injection Well Pads; and

WHEREAS, as Cesare Inc., has been involved in the design of and provided geotechnical engineering services for other aspects of the Project it is uniquely well positioned to provide the geotechnical engineering services required for the Injection Well Pads.

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

The Agreement between the Town of Firestone and Cesare, Inc., for geotechnical engineering services for the St. Vrain Water Treatment Plant Project's Injection Well Pads is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

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

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2021 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 151 Grant Avenue, P.O. Box 100, Firestone, Colorado 80520 (the "Town"), and **Cesare, Inc.**, a Colorado corporation and an independent contractor with a principal place of business at **7108 South Alton Way, Building B, Centennial, CO 80112** ("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: **Firestone Injection Well Pad Geotechnical Engineering (W2021-9545.01)**

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 on an hourly rate plus expenses not to exceed an amount of \$12,003.00. This amount is an estimate and includes all fees, costs and expenses that may be incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses without prior written approval. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

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

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

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

V. OWNERSHIP

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

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

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

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

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

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

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

VIII. INDEMNIFICATION

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

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

IX. ILLEGAL ALIENS

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

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

C. Verification.

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

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

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

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

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

X. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF FIRESTONE, COLORADO

Mayor, Bobbi Sindelar

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

CESARE, INC.

By: _____

Print: _____

Title: _____

ATTEST:

Print Name: _____

DEPARTMENT PROGRAM AFFIDAVIT

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

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

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

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

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

Signature

Date

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to (or affirmed) before me this ____ day of _____, 2020, by _____ as _____ of _____.

My commission expires:

(S E A L)

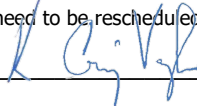
Notary Public

EXHIBIT A
SCOPE OF SERVICES

Field Services	Frequency of Service	Estimated Hours	Hourly Rate	Total
Engineering technician (earthwork testing)	Full Time	100	\$68	\$6,800
Engineering technician (concrete testing)	When called	14	\$68	\$952
Field Services Subtotal				\$7,752
Laboratory Testing	# of Tests	Unit Rate	Total	
Soil				
Moisture/density relationship (Proctor) with classification	3	\$277	\$831	
Relative density (pipe bedding)				
Concrete				
Compressive strength cylinders (sets of 5)	2	\$75	\$150	
Laboratory Testing Subtotal				\$981
Project Management	Estimated Hours	Hourly Rate	Total	
Project manager	18	\$130	\$2,340	
Principal review	4	\$150	\$600	
Technical support	6	\$55	\$330	
Project Management Subtotal				\$3,270
TOTAL ESTIMATE				\$12,003

- 1) Estimate is based on project plans and specifications (dated 03/23/2021 by Civil Arts,), bid schedule quantities, number of crews, timing, and sequencing provided by Mr. David Lindsay representing the Town of Firestone, Tom Bail representing Fortress Development Solutions, and Cesare's experience. Estimated hours are based on testing the minimum frequency required by specifications. Time does not include retesting or additional testing requested or
- 2) Estimated time for concrete testing includes travel, time onsite, cylinder pickup, and daily report by field representative.
- 3) Estimated time for soil testing includes travel, testing of building pad fill, injection well pad, and utility trench backfill.
- 4) Estimated time for APM testing includes travel and testing of asphalt placement using a nuclear density gauge.
- 5) Overtime hours (time onsite exceeding 8 hours and all weekend hours) will be invoiced at 1.35 times the hourly rate.
- 6) Engineering and consultation will be provided, as requested, at fee schedule rates.
- 7) Samples collected and subjected to testing, if any, will be disposed of after testing is completed. Samples not subjected to testing, if any, will be disposed of thirty (30) days after submittal of the report for which the samples were collected.

Cesare requires a minimum 24 hours notice for all testing and construction observation. All requests for services on weekend days must be scheduled by 4:00 PM on Thursday. All scheduling must be conducted through Cesare's assigned project manager or corporate office and not through field personnel, unless arrangements are made prior to Cesare rendering services. Additional services required outside this scope of services will be provided at the hourly rates listed in Cesare's current schedule of fees. This proposal assumes a workday of 8 hours and a workweek of 40 hours. **Fees exceeding 8 hours per day or 40 hours per week and hours worked on weekends will include an Overtime Premium at a rate of 1.35 times the rates indicated in Cesare's schedule of fees. Hours worked on Cesare paid holidays will be invoiced at 2 times the standard rate indicated. A Night Shift Premium will be invoiced at the Standard Rate plus \$5 per hour (6 PM to 6 AM).** If nonconforming items/conditions are observed, Cesare personnel may not be able to remain onsite to witness, test, or observe corrective actions. Cesare personnel will make reasonable efforts to remain onsite while corrective actions are performed. Reobserving/retesting may need to be rescheduled.

Authorized Cesare Representative  Date 06/02/21

Title Senior Principal/Director of Business Development

Proposal Agreement and Terms of Agreement accepted by:

Signed by _____ Title _____

Representing _____ Date _____

This authorization for basic services shall serve as a contract/proposal between Cesare, Inc. and the authorized person signing for this scope of service to be completed by Cesare, Inc. The above fee will be due upon completion of the services as described herein. This sheet must be signed prior to commencement of the services. Services outside the above stated scope will be invoiced at Cesare's current fees.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 6.c

Consent Agenda

Meeting Date: June 23, 2021

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 21-77: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE SECOND AMENDMENT TO THE ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND McGRANE WATER ENGINEERING, LLC.

SUMMARY

During the course of the bidding and construction of the Horizontal Well (H-Well) portion of the FAST Alluvial Well System, the design team encountered some issues beyond the scope of their contract and also identified some additional analysis that will benefit the project but was also outside of their scope of services.

During the bidding stage of the H-Well, the initial bid was unsuccessful because we received no responsive bids (two bids were received but had to be rejected). This required modification of the bidding documents and the second round of project bidding that was beyond the scope of the MWE contract.

As construction on the H-Well was initiated, MWE lost one of its team members temporarily due to a health issue and had to bring another civil engineer to help with construction contract administration. The incremental cost of the new engineer combined with the additional effort needed because of the extended construction period exceeded the MWE budget, and they have requested assistance from the Town.

During the H-Well installation, MWE was able to develop an enhanced trench excavation technique with the contractor that improved the construction efficiency and the well capacity. MWE was able to arrange to have the construction cost savings turned into an expanded recharge trench and a high flow pumping test at a minimum cost to the Town. The additional field effort by MWE and the new groundwater modeling effort to include the expanded recharge trench and the data from the high flow pump test were beyond the scope of the MWE contract.

Staff has worked with MWE to develop the revised scope and budget for the project and is presenting the second amendment to the MWE contract for consideration and action by the Board of Trustees.

HISTORY AND PREVIOUS BOARD ACTION

On January 8, 2020, the Board of Trustees approved Resolution 20-05 approving a design and construction engineering services contract with McGrane Water Engineering, LLC (MWE) for the development of an alluvial well system on the Gould (FAST) Property.

On August 12, 2020, the Board of Trustees approved Resolution 20-78 approving a first amendment to the MWE contract to include vertical wells as part of the alluvial well system being developed on the FAST Property.

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached resolution approving the second amendment to the professional services agreement with McGrane Water Engineering, LLC, increasing the compensation by \$75,000.00 for a new contract amount of \$714,000.00 and authorize the Mayor to execute the amendment on behalf of the Town.

ALTERNATIVES

NA

ATTACHMENTS

1. Resolution 21-77 McGrane Water Engineering 2nd Amendment Res
2. Gould Horizontal Well Final Design and CE Contract Amendment 2 (2021.06.18)

FINANCIAL CONSIDERATIONS

The increased contract amount of \$75,000.00 will be paid from the Water Fund.

RESOLUTION NO. 21-77

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING THE SECOND AMENDMENT TO THE
ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF
FIRESTONE AND McGRANE WATER ENGINEERING, LLC.**

WHEREAS, on January 8, 2020, the Town of Firestone ("Town") entered into an Engineering Services Agreement with McGrane Water Engineering, LLC, ("Consultant") for the Gould Horizontal Well Project's ("Project") final design and construction engineering duties ("Original Agreement"); and

WHEREAS, during the Project's final design phase, Consultant discovered an unanticipated change in the physical characteristics of the Gould property's alluvium; and

WHEREAS, the change in physical characteristics of the alluvium created an opportunity to develop a more efficient groundwater delivery system which resulted in the parties entering into the First Amendment of the Agreement on August 12, 2020 which, in part provided for three new vertical wells, reduced the size of the planned horizontal well, and eliminated the need for the planned second phase of horizontal well construction; and

WHEREAS, during construction an opportunity arose to expand the physical capacity of the Project's recharge trench and to modify the horizontal well installation technique that will enhance the function of the well; and

WHEREAS, because the expansion of the Project's recharge trench and modification of the horizontal well installation technique are beyond the Project's scope and budget but will benefit the Town the parties desire to amend the Original Agreement to provide for the additional modifications.

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

The Second Amendment to the Agreement between the Town of Firestone and McGrane Water Engineering, LLC, for Engineering Services, is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the First Amendment on behalf of the Town.

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

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

APPROVED AS TO FORM:

Jessica Koenig, CMC, Town Clerk

William P. Hayashi, Town Attorney

**SECOND AMENDMENT TO AN AGREEMENT BY AND BETWEEN THE TOWN OF
FIRESTONE AND McGRANE WATER ENGINEERING, LLC
FOR ENGINEERING SERVICES**

THIS SECOND AMENDMENT TO ENGINEERING SERVICES AGREEMENT is made and entered into effective as of the ____ day of _____, 2021, by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation, hereinafter referred to as the “Town”, and **McGrane Water Engineering, LLC**, a Colorado limited liability company, hereinafter referred to as the “Consultant” with reference to that certain Engineering Services Agreement between the Town and Consultant approved with Resolution 20-05 and executed by the Town on January 8, 2020, with First Amendment approved with Resolution 20-78 and executed by the Town on August 12, 2020, hereinafter referred to as the “Original Agreement.”

WHEREAS, during the course of bidding and constructing the Horizontal Alluvial Well several issues arose that were not anticipated, and;

WHEREAS, the initial attempt to bid the construction of the Horizontal Well did not yield any responsive bids and required a modification to the bidding documents and second bidding process, and;

WHEREAS, during the course of construction an opportunity arose to expand the physical capacity of the projects recharge trench and to modify the horizontal well installation technique that will enhance the function of the well, and;

WHEREAS, because the additional effort of bidding and adaptive design/management of the horizontal well construction are beyond the scope and budget prepared by Consultant but will benefit the project, the Town desires to have these additional services provided, the Parties believe it to be in the best interest to further amend the Original Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Section 2.1 of the Original Agreement is hereby amended to increase the not-to-exceed compensation amount to a new total of \$714,000.00.
2. Exhibit A of the Original Agreement is hereby further amended to include the attached Exhibit A2 - Additional Scope of Services, that details the additional adaptive design and construction phase services to be provided.
3. The Original Agreement, as herein further amended by this Second Amendment, is hereby ratified and confirmed and remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to Engineering Services Agreement effective as of the day and year first above set forth.

TOWN OF FIRESTONE,
a Colorado Municipal Corporation

By: _____
Bobbi Sindelar, Mayor

Attest: _____
Jessica Koenig, Town Clerk

Approved as to Form:

William P. Hayashi, Town Attorney

CONSULTANT:
McGRANE WATER ENGINEERING, LLC
a Colorado limited liability company,

By: Dennis McGrane, P.E., C.P.G.
Digitally signed by Dennis McGrane, P.E., C.P.G.
DN: cn=Dennis McGrane, P.E., C.P.G., o=McGrane Water Engineering, LLC,
email=dennis@mcgrawwater.com, c=US
Date: 2021.06.16.20:10:28 -06'00'

Attest: _____

Print Name: Dennis McGrane

Print Name: David Lindsay

Title: President - MWE

Title: CCG/CONSULTANT ENGINEER

Exhibit A2 – Additional Scope of Services

[See Following 7 Pages]

McGrane Water Engineering, llc

1669 Apple Valley Rd. , Lyons, CO 80540 • Office: (303)823-5933, Cell: (303) 917-1247
E-Mail: dennis@mcgranewater.com, Website: www.mcgranewaterengineering.com



June 18, 2021

Mr. David Lindsay, President
Colorado Civil Group
5110 Granite St. Suite 200
Loveland, CO 80538

Via email at: dlindsay@ccginc.com

RE: Contract Amendment No. 2 Request – Engineering for Town of Firestone Well Field at the Gould Site

Dear Mr. Lindsay:

McGrane Water Engineering, LLC (MWE) is providing this Contract Amendment No. 2 request (CA-2) for engineering services for the Gould Well field for the Town of Firestone. The original engineering budget was \$547,000. CA-1 (July, 2020) increased the engineering budget by \$92,000, to \$639,000. We request an additional \$75,000 to cover unexpected and additional costs described below.

ADAPTIVE DESIGN

The water treatment plan (WTP) was designed to be expanded in a second phase. Therefore, the Gould wellfield is also being designed to allow future expansion. Therefore, we want to design the horizontal well, pump station and pipelines to handle both Phase I and Phase II production based on how much water it actually produces which varies seasonally, especially if Managed Aquifer Recharge (MAR) is used to refill the aquifer using senior water rights or available water during “free river” conditions as we did this spring. In other words, by making modest “adaptable” design changes during construction based on new information, such as after testing, we are able to upgrade the site later for a significantly reduced cost. So far, this design philosophy has allowed us to make significant modifications to the well field as additional information becomes available. For example, under CA-1 we reduced the 500-ft long horizontal well to 220 ft after locating a deeper channel to the south where less expensive vertical wells were more cost-effective. This approach is especially important considering this is a unique design based on a proposal provided in December 2019.

Contract Amendment No. 1

In June 2020, CA No. 1 reduced the scope of the following tasks:

- Reduced the length of the H-well from 500-ft to about 220-ft; and
- Reduced the scope of project dewatering.

CA No. 1 added:

- Geotechnical drilling to evaluate the paleochannel discovered on the south side of the Gould site;
- Design and drilling of three vertical wells (V-wells) and three well pumping systems;
- Reconditioning existing single phase transformers for the V-well pumps;
- Additional modeling various production scenarios using the V-wells and H-wells to provide insight into extending the H-well; optimizing Managed Aquifer Recharge (MAR); and maximizing seasonal peak and baseline production; and
- Preparing a second bid package for the pipeline, pump stations, and meter vaults for the V-wells.

CA-1 increased the engineering budget by \$92,000, to \$639,000.

CONTRACT AMENDMENT 2 REQUEST

CA-2 is necessary to accommodate unforeseen work and conducting a “high flow test” that will allow us to better forecast future production even with a fluctuating water table by better refining additional storage necessary by recharging senior water rights or using free river. This will be determined by computer modeling and will also result in a better pump station design to accommodate future expansion.

Unforeseen Work

Unforeseen work includes: the second round of formal bidding for the construction; a 6-month construction delay; an extensive unbudgeted submittal review process; and hiring additional engineering supervision (Daria Drago) to assist Kevin O’Connell (Acuity) with the bid preparation, submittal review and preparing contractor change orders (3 so far). The details of these additional tasks and costs are included in our March 2021 invoice. However, to simplify your review, we provided a brief summary below.

Second Bid and Construction Delay

We originally planned to bid the job in June 2020 by hand-picking four potential contractors whom we had experience with deep excavation and who expressed interest in the project. However, only two contractors bid, and the low bidder could not get bonded. We therefore cancelled the bid, then advertised and rebid the job in August 2020. We also offered an option to extend the completion date until May, 2021. The selected contractor, Walsh Construction, took advantage of the option which created a 6-month delay when additional project management, submittal review and minor construction drawing revisions, thus incurring additional cost.

McGrane Water Engineering, LLC

1669 Apple Valley Rd. • Lyons, CO 80540 • Phone: (303) 917-1247
E-Mail: dennis@mcgranewater.com Web: <http://www.mcgranewaterengineering.com>

Submittal Review

We mistakenly did not adequately budget to review the bidder's submittals for the project. This process turned out to be rather extensive with many questions and information exchanges during the six months between contracting and construction.

Additional Engineering Supervision

In December 2019, our civil engineering team leader, Kevin O'Connell (Acuity, LLC), fell and was hospitalized with a head injury. To assist Kevin, MWE retained Daria Drago, P.E. to manage the civil engineering team. Daria has been instrumental in communicating with Kevin over the past year and facilitating the submittal review and preparing change orders.

We estimate the total cost for these four unforeseen activities is **\$40,000** which will be added to Task 4.8 (Project Management) of our scope of work provided below. Our original \$10,000 PM budget was clearly inadequate for what has become a 2-year project involving 7 engineering subcontractors.

Additional Work

Additional work includes conducting a "high flow" test, and additional monitoring and modeling of site dewatering which we are now calling the "low flow" test.

High Flow Test

A year ago, we envisioned conducting a high flow test, to be performed sometime after the construction project was completed, to confirm that the H-well could reliably produce higher peak demands with recharge (e.g., 500 gpm for Phase I and 1000 gpm for Phase II) and determine its physical maximum, information that will be used in optimizing site yield and site operations. Optimizing the Gould site is beneficial because: i) the town already owns the parcel; ii) it has ample space, and iii) the parcel already has surface water rights and water delivery infrastructure. It would therefore be most cost effective to identify and confirm maximum site usage options before developing the next wellfield site.

The high-flow test was originally envisioned to occur after construction and after the low-flow test, but we identified the opportunity to include the low-flow test within the already in-progress construction dewatering and shift that planned testing effort instead to the high-flow test. This effectively allowed the high flow test to be conducted by the contractor under the low flow test budget and the low flow test to be conducted under their dewatering budget. We therefore decided to conduct the high flow testing now to take advantage of Walsh having approximately \$50,000 in available budget, and before designing the pump station to confidently size the Phase I pumps and perhaps upsize the pump house piping and pipelines to meet Phase II demands. As part of the high-flow testing needs, the Town granted Walsh Construction a change order to extend the existing recharge trench

approximately 250 ft which allows the Town to recharge over 1000 gpm (currently in progress). This is especially valuable during “free river” (ongoing) when the Town can divert “free” water.

After the high flow test, we will then be able to more confidently model Phase I and Phase II production scenarios of the both the 3 V-Wells and the H-well at the site. We will include the results of the testing and modeling forecasts in our final report. We estimate the cost of the high flow test will be **\$15,000** which will be added as Task 4.9 to our revised scope of work below.

Water Level Monitoring and Modeling Baseflow Seasonality

In Spring 2021, we decided that monitoring construction dewatering would provide adequate low-flow data to confirm Phase I “baseflow” forecasts. We did not however include an extra monitoring task in our proposal because I thought that was being done through Miller Groundwater Engineering. Once we realized how important collecting and analyzing the dewatering data was, I directed MGE to equip nearby monitoring wells with additional data loggers, download them three times and update the model. During this effort, we identified that there is a distinct seasonality to base flow conditions due to a 1 to 2 foot fluctuation in the water table in the summer. A 2 foot fluctuation in a thin aquifer will cause a proportional change in wellfield production. We plan to evaluate this seasonal variability and incorporate it into our future production scenarios. We estimate the cost of the monitoring and high flow test will be **\$20,000** which will be added as Task 5.0 to our revised scope of work below.

The total CA-2 request is **\$75,000**. This would increase the engineering budget to **\$714,000**. Table 1 shows the revised scope of work. Highlighted items in green were included in CA No. 1. Requested additional tasks for CA No. 2 are highlighted orange.

Table 1 - Engineering Budget Summary and Contract Amendment No. 2 Request (6/18/2021)					
Task	Task Description Green highlighted were amended in CA-1	Engineering Team (1)			
		Budgeted	Completed Bugeted Work	Remaining Budgeted Work	Contract Amendment No. 2 Request
1.0 - Planning					
1.1	Preliminary Design (complete)	\$20,000	\$20,000	\$0	-
1.2	Contracting	\$3,000	\$3,000	\$0	-
Task 1 Subtotal		\$23,000	\$23,000	\$0	\$0
2.0 - Research, Modeling and Geotech					
2.1	Research Design Options	\$23,000	\$23,000	\$0	-
2.2	Computer Modeling Scenarios	\$29,000	\$29,000	\$0	-
2.3	Evaluate Dewatering Options	\$12,000	\$12,000	\$0	-
2.4	Geotech Drilling and Surveying	\$77,000	\$77,000	\$0	-
Task 2 Subtotal		\$141,000	\$141,000	\$0	\$0
3.0 - Design					
3.1	Final Horizontal Well Design	\$9,000	\$9,000	\$0	-
3.2	CDPHE System Design Review	\$13,000	\$13,000	\$0	-
3.3	Design Pump Vault	\$59,000	\$59,000	\$0	-
3.4	Design Pump Station and Pipeline	\$29,000	-	\$29,000	-
3.5	Electrical Eng and United Power	\$16,000	-	\$16,000	-
3.6	Prepare Contractor Bid Package	\$34,000	\$34,000	\$0	-
3.7	Project Management Activities	\$21,000	\$21,000	\$0	-
3.8	3 Wells - Design, Bid and Modeling	\$15,000	\$15,000	\$0	-
3.9	3 Pumps - Design and Bid	\$15,000	\$15,000	\$0	-
3.10	Evaluate Modeling Operation Scenarios for H-well Pump Design	\$15,000	\$15,000	\$0	-
3.11	Additional Spec for Pump Station and Pipeline	\$40,000	-	\$40,000	-
Task 3 Subtotal		\$266,000	\$181,000	\$85,000	\$0
4.0 - Construction and Testing					
4.1	Contracting and Mobilization	\$3,000	\$3,000	\$0	-
4.1a	3 Well Engineer Observation and Construction	\$15,000	\$15,000	\$0	-
4.1b	3 Pump Engineer Observation and Construction	\$5,000	\$5,000	\$0	-
4.2	Construction Dewatering	\$20,000	\$20,000	\$0	-
4.3	H-well and Vault Cons. Admin.	\$65,000	\$65,000	\$0	-
4.4	Low Flow Test (Formerly "recovery and recharge test")	\$29,000	\$29,000	\$0	-
4.5	Final Pump Design	\$13,000		\$13,000	-
4.6	Pipeline Construction	\$9,000		\$9,000	-
4.6a	Additional Pipeline for Wells to WTP			\$0	-
4.6b	3 Well meter pits	\$10,000		\$10,000	-
4.7	Pump House Construction	\$5,000		\$5,000	-
4.8	Project Management Activities	\$10,000	\$10,000	\$0	\$40,000
4.9	High Flow Test				\$15,000
5.0	Monitoring and Modeling Baseflow Seasonality				\$20,000
Task 4 Subtotal		\$184,000	\$147,000	\$37,000	\$75,000
5.0 - Pump Installation and Start-up Report					
5.1	Pump Installation and Startup	\$5,000		\$5,000	-
5.2	Testing Report and O&M Manual	\$20,000		\$20,000	-
Task 5 Subtotal		\$25,000	\$0	\$25,000	
Total		\$639,000	\$492,000	\$147,000	\$75,000
Contract Amendment No. 2:		\$75,000			
Revised Engineeering Budget =		\$714,000			

McGrane Water Engineering, LLC

1669 Apple Valley Rd. • Lyons, CO 80540 • Phone: (303) 917-1247
E-Mail: dennis@mcgranewater.com Web: <http://www.mcgranewaterengineering.com>

Table 2 shows the total project summary. **The total project budget is \$2,254,000.** So far, \$1,727,539 has been spent on (i) the 3 vertical wells and pumps(ii) the horizontal well with change orders, and (iii) allotted to engineering (including this contract amendment) to complete the project. This leaves \$526,461 to complete the pump station and pipelines. Therefore, the remaining contingency for that planned construction this fall is \$131,461 which equates to a 33 percent contingency.

Table 2 - Total Project Budget Summary (5/20/21)	
Construction and Engineering Budget =	\$1,752,000
Project Contingency =	\$502,000
Total Project Budget =	\$2,254,000
Budget Spent:	
Three Vertical Wells	-\$76,091.00
Vertical Well Pumps and Power	-\$101,804.00
Horizontal Well (Walsh Construction) =	-\$786,311
Excel Energy (North Transformer) =	-\$32,715
Walsh Change Orders 1 - 3	-\$16,618.05
Engineering (MWE) with Contract Amendment No. 2 =	-\$714,000
Total Budget Spent or Allocated =	-\$1,727,539
Remaining Budget for Pump House and Pipelines =	\$526,461
Budgeted Amount for Pump House and Pipeline and 3 Meter Vaults =	-\$395,000
Remaining Contingency =	\$131,461
Remaining Contingency (%) =	33%

Schedule

The estimated completion date is still specified in our contract as March 2021, so a formal project extension should be included with this change order. An updated Gant chart is attached.

If you have any questions, please give me a call.

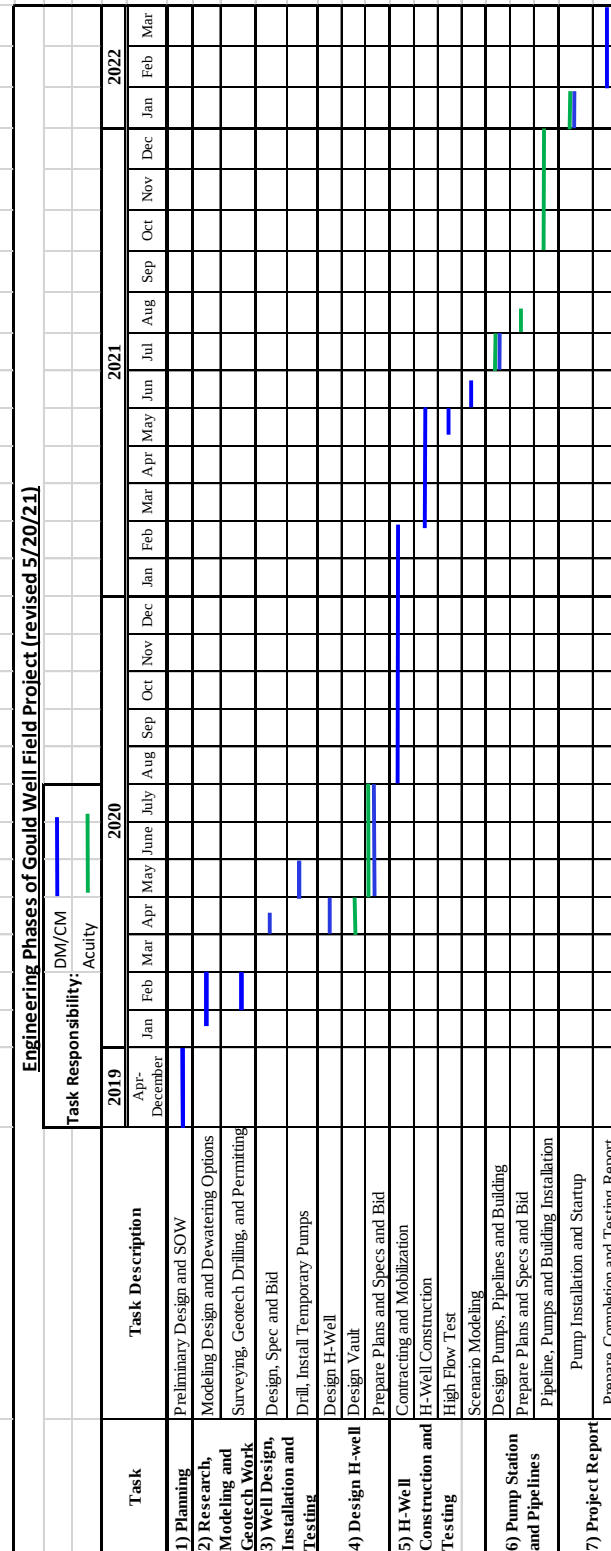
Sincerely,

MCGRANE WATER ENGINEERING, LLC.



Dennis McGrane, P.E., C.P.G.

Appendix C – Gantt Chart



McGrane Water Engineering, LLC

1669 Apple Valley Rd. • Lyons, CO 80540 • Phone: (303) 917-1247
E-Mail: dennis@mcgranewater.com Web: <http://www.mcgranewaterengineering.com>

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.d

Consent Agenda

Meeting Date: June 23, 2021

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Reappointment of Julie Pasillas and Dave Lindsay to the St. Vrain Water Authority Board of Directors

SUMMARY

The Establishing Contract of the St. Vrain Water Authority allows Members to appoint persons to serve on the Board of Directors based on the Member's initial reserved system capacity. Firestone is entitled to 4 of the 5 Director positions. The standard term of Directors is three years and is staggered so that no more than two positions would ever expire. The initial terms of Julie Pasillas (Vice-President of the Board) and Dave Lindsay (Secretary) are expiring so the Town needs to appoint, or reappoint, these Directors.

HISTORY AND PREVIOUS BOARD ACTION

On April 24, 2019, the Board of Trustees approved Resolution 19-17, approving the St Vrain Water Authority Establishing Contract, and appointed Julie Pasillas and Dave Lindsay to initial 2-Year terms on the Board of Directors.

RECOMMENDATION

Staff recommends the Board of Trustees reappoint Julie Pasillas and Dave Lindsay to serve 3-Year terms on the Board of Directors of the St. Vrain Water Authority.

ALTERNATIVES

The Board could choose different appointees to serve on the Board of Directors.

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS

None.

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.a

Discussion/Action

Meeting Date: June 23, 2021

Initiated By: Raelynn Ferrera

Dept: Administration

AGENDA TITLE

Resolution 21-80: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN ST. VRAIN SANITATION DISTRICT AND THE TOWN OF FIRESTONE FOR SEWER SERVICE

SUMMARY

The current Public Works Facility lacks the means to adequately support the needs of the staff working at the site. A vital part of the Public Works Facility Expansion and Remodel project is connecting the facility to sanitary sewer service.

This Agreement will allow St. Vrain Sanitation District to provide sanitary sewer service to the Public Works Facility.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of Resolution authorizing execution of said Agreement.

ALTERNATIVES

ATTACHMENTS

1. SVSD Sewer Service Agr - RESO
2. Sewer Service Agreement FPW 6-10-21

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 21-80

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN
ST. VRAIN SANITATION DISTRICT AND THE TOWN OF FIRESTONE
FOR SEWER SERVICE**

WHEREAS, St. Vrain Sanitation District (“District”) is a special district providing sanitary sewer service to its customers; and

WHEREAS, the Town desires to receive from the District service for the collection and conveyance of wastewater from a public works facility located on Town-owned property, known as 7500 Weld County Road 20, Firestone Colorado 80504 (the “Property”), to the St. Vrain Sanitation District’s wastewater collection system; and

WHEREAS, the District is willing to supply sanitary sewer service to the Property pursuant to the terms and conditions contained in the Sewer Service Agreement, attached hereto as Exhibit A.

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

The Board of Trustees authorizes and approves the Sewer Service Agreement between St. Vrain Sanitation District and the Town of Firestone in the substantially the same form as the copy attached hereto as Exhibit A. 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, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

SEWER SERVICE AGREEMENT

1. PARTIES. The parties to this Agreement are the **ST. VRAIN SANITATION DISTRICT** ("District") and the **TOWN OF FIRESTONE** ("Applicant" or "Town").

2. RECITALS AND PURPOSES. The Applicant owns, or is in the process of purchasing, certain real property, legally described in *Exhibit "A"* and shown on *Exhibit "B"* (the "Property"). Exhibit A and Exhibit B are attached to this Agreement and incorporated herein by this reference. The District is a special district, which provides sanitary sewer service to its customers for which monthly service charges are made. The Applicant desires that the District provide sanitary sewer service ("Service") within the boundaries of the Property. The District desires to supply Service. The purpose of this Agreement is to set forth the terms and conditions concerning the purchase of sanitary sewer service connections and the District's providing sanitary sewer service to the Property.

3. SUBDIVISION OF THE PROPERTY. The Town-owned property to be served by the District is located in Weld County, known as 7500 Weld County Road 20, Firestone Colorado 80504, with a legal description more particularly described as Lot 2, Advanced Forming Technology Subdivision (the "Service Area"). Any change or alteration in the area, size, shape, density, usages, requirements, number of service connections or timing of development of the Service Area that may affect the issuance of taps pursuant to this Agreement shall first require the advance written consent of the District. For purposes of this paragraph, the term "approval" shall only extend to the District's review of the Applicant's proposed sanitary sewer infrastructure and other utility-related issues within the Service Area, and such term shall not include any land-use issues. The District's approval shall not be unreasonably withheld.

4. COMMITMENT TO SELL/PURCHASE SANITARY SEWER SERVICE.

Applicant hereby applies for 2.5 single-family residential equivalent sanitary service connections ("Sewer Tap") to the District's sanitary sewer system for service within the Service Area. Subject to the terms and conditions stated in this Agreement, the District hereby commits to sell, and the Applicant hereby commits to purchase of the Sewer Tap at the then-current plant investment fee per connection, and other applicable charges pursuant to applicable District by-laws, rules and regulations, which may be in force from time to time (the "District's Rules and Regulations") for use solely within the boundaries of the Service Area, upon the terms and conditions set forth in this Agreement. The parties agree that the Sewer Tap for the Service Area shall be \$16,400. .

5. TERM. This Agreement shall continue in full force and effect for a period of two (2) years after the date of execution, unless sooner terminated by the District or the Applicant after giving sixty (60) days written notice to the other party or by mutual written agreement signed by the parties.

6. ACTIVATION OF TAP. All purchased Taps shall be deemed activated and subject to the District's minimum service charges pursuant to the District's Rules and Regulations upon payment to the District of plant investment fees and all other fees due for connection to District facilities. Taps will only be sold after the District provides a Certificate of Acceptance as further described in Section 9 below.

7. DESIGN SPECIFICATIONS AND CONSTRUCTION. The Parties have mutually agreed upon the design of a 8” underground sanitary sewer service line, approximately 3,359 linear feet in length, together with any related and necessary facilities and improvements appurtenant to the underground sewer service line (collectively, the “Line Extension”). Subject to appropriation by the Town for payment, The Town shall, as a condition precedent to Service: (a) construct and install the Line Extension at its own cost and expense; (b) acquire and secure a temporary construction easement incident to the construction and installation of the Line Extension; and (c) acquire and secure a non-exclusive, permanent easement to allow the District to operate and maintain the Line Extension after its acceptance by the District. The Town shall be responsible to oversee the completion of the Line Extension to ensure compliance with the design plans approved by the Parties, and shall be solely responsible for all contracting, supervisory and administrative matters related to the completion of the Line Extension. For the purposes of this Agreement, the term “Line Extension” shall not include any other segments or portions of the District’s trunk line or any lines that may be connected to this Line Extension.

8. EASEMENTS. The Town shall assign its right, title and interest in and to any non-exclusive, permanent easement the Town secured from the underlying landowner for the purposes of allowing the District to operate and maintain the Line Extension at the time of initial acceptance. As an additional condition precedent to receiving Service, Applicant shall convey to the District a non-exclusive, permanent easement within the Service Area upon such terms and conditions as are necessary to effectuate the intent of this Agreement and which shall provide full and uninhibited access to the District for repair, replacement and maintenance of the Line Extension or for any other purpose related to the provision of Service in accordance with this Agreement.

9. TRANSFER AND CONVEYANCE OF LINE EXTENSION.

9.1 Prior to conveyance, Applicant shall meet all conditions of the District’s Rules and Regulations, including, but not limited to jet-cleaning, pressure testing and vacuum testing all lines. Upon completion, approval and acceptance of the Line Extension by the District, as evidenced by the issuance of the District's Initial Acceptance, this Agreement shall operate as a conveyance, transfer and assignment by the Applicant of all Applicant's interest and ownership in the Line Extension to the District, free and clear of all liens and encumbrances.

9.2 Warranty. Subject to appropriation by the Town for payment, the Town shall warrant and guarantee the Line Extension for a period of two (2) years from the date of Initial Acceptance of the Line Extension by the District (“Repair/Replacement Period”). Under this warranty, the Town agrees to repair or replace, at its own cost and expense and under the direction of the District, all or portions of the Line Extension that fail or are defective, unsound, or unsatisfactory because of materials or workmanship, or which are not in conformity with Line Extension design standards. The Repair/Replacement Period shall be extended for up to two (2) years following Initial Acceptance of any completed repairs to or replacements of the Line Extension made by the Town during the Repair/Replacement Period.

- 9.3 At the conclusion of the two-year warranty period, the District shall assume all responsibility for all costs and expenses for operation and maintenance, as evidenced by the issuance of the District's Final Acceptance. The completion of the construction by Applicant; the inspection, approval and Initial Acceptance by the District; the transfer of the Line Extension by the Applicant to the District; and the payment of all construction costs and expenses required to be paid by the Applicant are conditions precedent to the obligation of the District to furnish and provide Service. Upon issuance of the Certificate of Final Acceptance by the District, the Town shall not be obligated to warrant and guarantee the Line Extension for any period of time whatsoever following acceptance, nor shall the Town be obligated for any period of time to repair or replace all or a portion of the Line Extension that fail or are otherwise defective following acceptance.

10. DISTRICT OBLIGATIONS.

- 10.1 The District shall (a) operate, maintain and repair the Line Extension upon issuance of the Certificate of Final Acceptance; (b) sell to the Town the Sewer Tap in the amount stated in this Agreement no later than the date of issuance of the Certificate of Final Acceptance; and (c) provide and make available sewer service to the Town in sufficient quantity for a single commercial tap to the Service Area upon activation of the Sewer Tap.
- 10.2 Sanitary Sewer Service. Upon the Town's full payment of the Sewer Tap, and upon the District's issuance of a Certificate of Final Acceptance, the Town shall be entitled to, and the District will use reasonable commercial efforts to furnish to the Town, sanitary sewer service to the Service Area, in accordance with any applicable District Rules and Regulations. This provision shall survive expiration of this Agreement.
- 10.3 The District shall operate, maintain and repair the Line Extension after Final Acceptance at its sole cost and expense. Notwithstanding any contrary provision in this Agreement, upon issuance of the Certificate of Final Acceptance of the Line Extension, the Town will be considered released and discharged from any obligations or liability under Section 9.2 of this Agreement. This provision shall survive expiration of this Agreement.

11. DISTRICT REGULATIONS. All Service provided under this Agreement shall be subject to the District's monthly service charges as well as the District's Bylaws, Rules and Regulations, and any other District requirements as may be amended from time to time.

12. GOVERNMENTAL REGULATIONS. Any provisions of this Agreement to the contrary notwithstanding, the obligation of the District to furnish Service under this Agreement is limited by and subject to all orders, requirements and limitations which may be imposed by federal, state, county or any governmental or regulatory body or agency having jurisdiction and control over the District

and/or the operation of its sanitary sewer system and treatment facilities, or discharge permit for discharge into state waters.

13. DOCUMENTS TO BE FURNISHED.

- 13.1 Upon completion of construction, but before Initial Acceptance, Applicant agrees to furnish District with the following:
 - 13.1.1 When approved by the appropriate governmental boards, commissions, or agencies, the Final Recorded Plat(s), and Recorded Address Plat together with any requirements or conditions of approval fixed by such governmental entities, together with evidence of the Applicant's compliance or plan for compliance; and
 - 13.1.2 "As-built" AutoCAD file and PDF file on CD; and
 - 13.1.3 X, Y coordinates of manholes using NAD 1983 State Plane Colorado North FIPS 0501 Feet and Z coordinate NAVD 1988; and
 - 13.1.4 The bid tabulation of the installation costs for sewer line elements including pipe size, lineal feet, and number of manholes; and
- 13.2 It is understood and agreed that a request for information as to future plans and developments of the Applicant and the consideration of such plans by the District in connection with its obligation to service Applicant's above described land under this Agreement shall not be construed as an agreement or obligation of District to serve such other lands or areas proposed by the Applicant for such future development. All information required to be furnished to District by Applicant shall be provided at Applicant's expense.

14. DELAYS. Any delays in, or failure of, performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God and nature, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, restrictions or limitations contained in any initiative approved by the voters, shortages of labor materials, or other causes, similar or dissimilar, which are beyond the control of such party, including any orders, requirements or limitations described in paragraph 13 above.

15. TIME OF ESSENCE. Time is expressly stated to be the essence of this Agreement and any failure to perform the covenants and agreements herein agreed to be performed strictly at the times designated shall operate as an immediate termination of this Agreement.

16. PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

17. ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement.

18. INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

19. ALTERNATIVE DISPUTE RESOLUTION. In the event of any dispute or claim arising under or related to this Agreement, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within thirty (30) days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbitrator Group (JAG) of Denver, Colorado or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within sixty (60) days following either party's written request therefore. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the District Court for Weld County.

20. ATTORNEYS' FEES. For any dispute arising from or related to this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

21. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado.

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

23. BINDING EFFECT; NOTICE OF ASSIGNMENT. This Agreement shall inure to the benefit of, and be binding upon, the parties, and their respective legal representatives, successors, and assigns as owners of the land described in Exhibit A. Any deposits, if any, which are made pursuant to the District's reservation of connection policy and approved agreements, shall be transferred to the credit of Applicant's assignee. Applicant shall give written notice to the District of such assignment and shall provide the assignee with a copy of this Agreement.

24. GOVERNMENTAL IMMUNITY. Nothing in this Agreement is intended, or shall be construed as, a waiver of any immunities provided to the District by statute or common law, including without limitation the Colorado Governmental Immunity Act, §24-10-101, et. seq., C.R.S.

25. PAYMENTS SUBJECT TO APPROPRIATION. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20.

Notwithstanding any other provision of this Agreement, the Parties' obligations under this Agreement are subject to annual appropriation by their respective governing bodies. Any failure of a Party's governing body annually to appropriate adequate monies to finance that Party's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to the other Parties of any failure to appropriate such adequate monies.

26. NO JOINT VENTURE OR PARTNERSHIP. Nothing contained in this Agreement is intended to create a partnership or joint venture between any of the Parties with respect to construction of the Line Extension and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the Parties of any activity, function or service, nor does it create a joint enterprise, nor does it authorize any Party to act as an agent of another Party hereto for any purpose whatsoever.

27. NO THIRD PARTY BENEFICIARIES. The Parties, in their corporate and representative governmental capacity are the only parties intended to be the beneficiaries of this Agreement and no other person or entity is so intended.

28. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement. Facsimile or other electronic signatures shall be acceptable to and binding upon the Parties.

DATED: _____

ST. VRAIN SANITATION DISTRICT

By: _____
President
11307 Business Park Circle
Firestone, CO 80504

ATTESTED:

District Manager

Approved As To Form:

District Legal Counsel

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ of _____, 20__, by _____, as President, and _____, as District Manager of St. Vrain Sanitation District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

By: _____
 Bobbi Sindelar , Mayor
 151 Grant Avenue
 Firestone Co, 80520
 BSindelar@firestoneco.gov

The foregoing instrument was acknowledged before me this _____ day of _____ 20__, by _____

My commission expires: _____

Page 8 of 12

EXHIBIT "A"

October 7, 2020

A description of a Sanitary Sewer Easement located in Lot 1, Advanced Forming Technology Filing No. 1, in the NW1/4 of Section 20, T2N, R67W of the 6th P.M., in the Town of Firestone, Weld County, Colorado. For: St. Vrain Sanitation District.

LEGAL DESCRIPTION

A strip of land, 30.00 feet in width, lying 15.00 feet on each side of the following described centerline, extending from the West Line of the NW1/4 of Section 20 to the Easterly Line of Lot 1, Advanced Forming Technology Filing No. 1, Recorded June 22, 2012 as Reception No. 3854078, Weld County Records, located in the NW1/4 of Section 20, T2N, R67W of the 6th P.M., Town of Firestone, County of Weld, State of Colorado, described as follows:

COMMENCING at the Northwest Corner of Section 20, T2N, R67W of the 6th P.M., from which the West Quarter Corner of said Section 20 bears S00°41'06"E, 2631.23 feet (Basis of Bearings), thence along the West Line of the NW1/4 of said Section 20 S00°41'06"E, 1692.59 feet to the POINT OF BEGINNING;

Thence departing said West Line N90°00'00"E, 1375.37 feet to a point 30.00 feet Northwesterly from the centerline of a 30.00-foot-wide DCP Midstream LP Petroleum Pipeline Easement, Recorded August 4, 2009 as Reception No. 3640514, Weld County Records;

Thence parallel with said DCP Midstream LP Petroleum Pipeline Easement N27°47'42"E, 750.62 feet to a point 40.00 feet Northerly from the centerline of a 50.00-foot-wide Colorado Interstate Gas Company Petroleum Pipeline Easement, Recorded April 26, 1978 as Reception No. 1751539, Weld County Records;

Thence parallel with said Colorado Interstate Gas Company Petroleum Pipeline Easement N77°50'32"E, 837.77 feet to the Easterly Line of said Lot 1, Advanced Forming Technology Filing No. 1, and the POINT OF TERMINATION.

Area = 2.041 acres, more or less.

EXHIBIT "A"

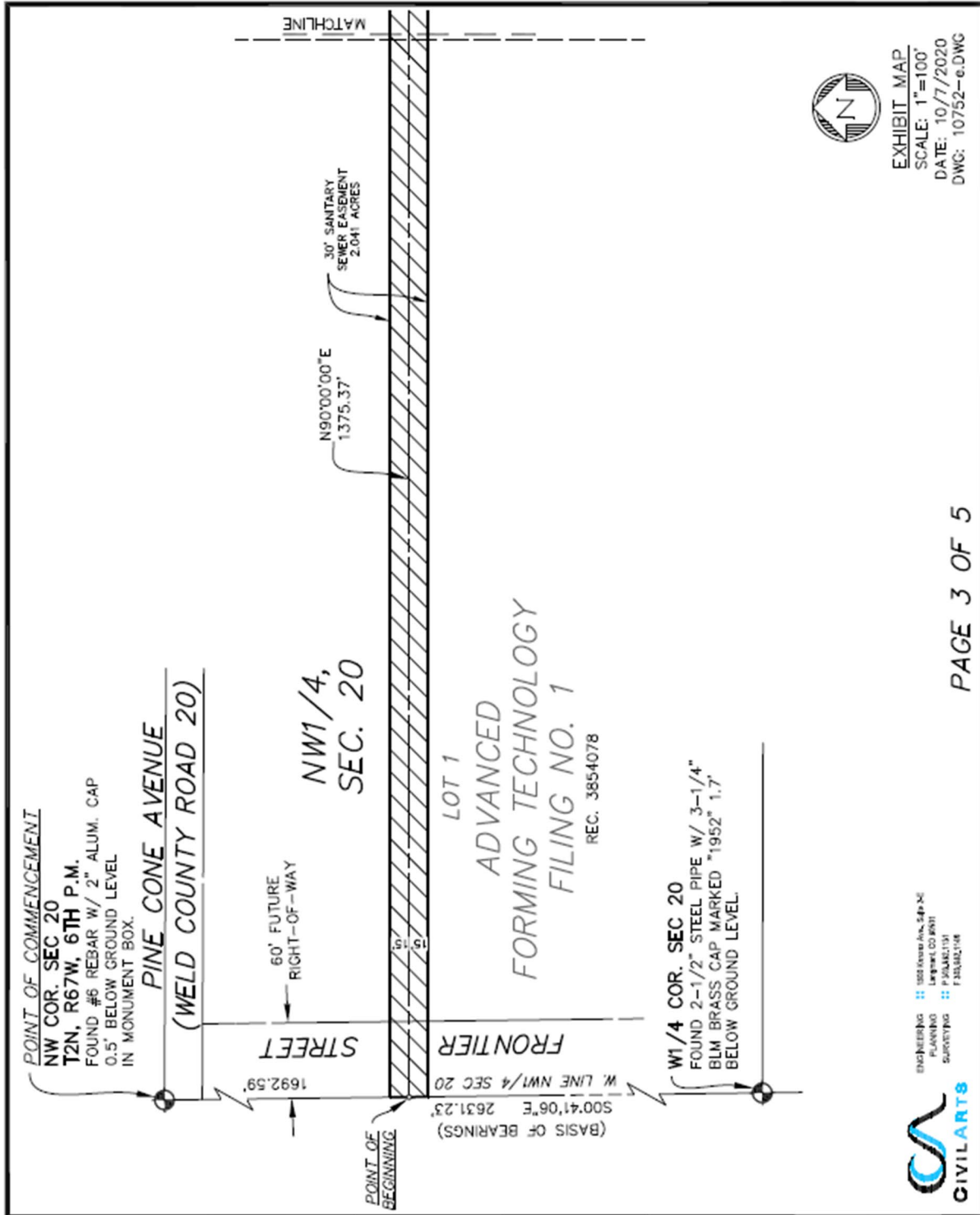
NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.


Roy Moesser
Colorado Professional Land
Surveyor No. 30110
1500 Kansas Ave #2-E, Longmont, CO 80501

Date: 10/7/2020
Z:\1075-2\Doc\Legal Descriptions\Doc\10752-a.doc

Exhibit B
(Property Map)

EXHIBIT "B"



[illegible]

NW1/4,
SEC. 20
ADVANCED
FORMING TECHNOLOGY
FILING NO. 1
REC. 3854078

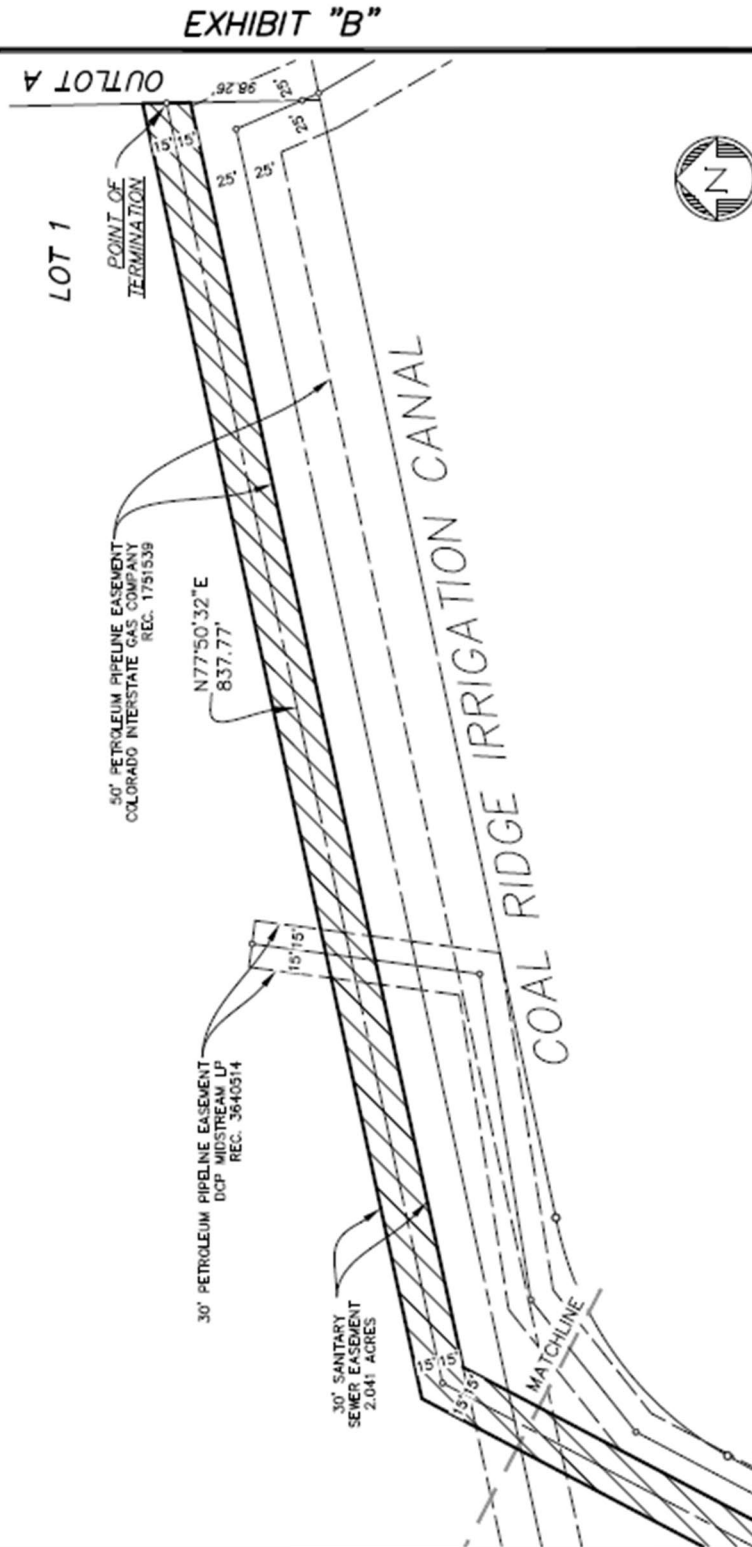


EXHIBIT MAP
SCALE: 1"=100'
DATE: 10/7/2020
DWG: 10752-e.dwg

PAGE 5 OF 5

ENGINEERING
PLANNING
SURVEYING
CONSULTING



**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.b

Discussion/Action

Meeting Date: June 23, 2021

Initiated By: Jessica Koenig

Dept: Town Clerk

AGENDA TITLE

Ordinance 995: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ENACTING SECTION 2.14.020, FAIR CAMPAIGN PRACTICES OF THE MUNICIPAL CODE OF THE TOWN OF FIRESTONE

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

On May 29, 2021, the Governor signed SB 19-232, which amends C.R.S. § 1-45-117 (9) (b) of the Colorado Fair Campaign Practices Act, and provides that any complaint arising out of a municipal campaign finance matter be exclusively filed with the clerk of the applicable municipality. While the Colorado Constitution Article XXVIII, Sec. 9 provides that the Colorado Secretary of State accept and administer complaints from persons alleging violations of the State's campaign finance laws, the Secretary of State will no longer accept filings of complaints concerning municipal campaign finance matters. Ordinance 995 will establish a process for the review of municipal campaign finance complaints.

RECOMMENDATION

Approval of Ordinance 995.

ALTERNATIVES

Provide staff with further direction.

ATTACHMENTS

1. Ordinance 995 Fair Campaign Practices Ord

FINANCIAL CONSIDERATIONS

None

ORDINANCE NO. 995

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ENACTING SECTION 2.14.020, FAIR CAMPAIGN PRACTICES OF THE MUNICIPAL CODE OF THE TOWN OF FIRESTONE

WHEREAS, the Town of Firestone ("Town") has not enacted any ordinance addressing matters covered by the Colorado Constitution, Article XXVIII, Campaign and Political Finance or the Colorado Fair Campaign Practices Act, C.R.S. §§ 1-45-101 et seq., relating to municipal campaign finance matters; and

WHEREAS, on May 29, 2019, the Governor signed SB 19-232, which amends C.R.S. § 1-45-117 (9) (b) of the Colorado Fair Campaign Practices Act, and provides that any complaint arising out of a municipal campaign finance matter be exclusively filed with the clerk of the applicable municipality; and

WHEREAS, prior to the enactment of SB 19-232, all complaints concerning campaign finance violations were handled by the Colorado Secretary of State; and

WHEREAS, while the Colorado Constitution Article XXVIII, Sec. 9 provides that the Colorado Secretary of State accept and administer complaints from persons alleging violations of the State's campaign finance laws, the Secretary of State will no longer accept filings of complaints concerning municipal campaign finance matters; and

WHEREAS, it is therefore prudent for the Town to establish a process for review of municipal campaign finance complaints.

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

Section 1. Section 2.14.020 of Chapter 2.14, Town Clerk, of the Town of Firestone Colorado Municipal Code is hereby enacted to provide as follows:

Sec. 2.14.020. - Enforcement of municipal campaign finance complaints .

- (a) Any person who asserts that a violation of Article XXVIII of the Colorado Constitution or the Fair Campaign Practices Act (C.R.S. § 1-45-101 et seq.), as amended, has occurred related to a town election may file a written complaint with the town clerk.
- (b) Complaints must be filed no later than thirty (30) calendar days after the complainant knew or should have known by the exercise of reasonable diligence of the alleged violation.
- (c) A complaint shall include the following information and any other information that the town clerk deems necessary to process the complaint:
 - (1) The name, address, e-mail address, telephone number and signature of the complainant (if the complainant is represented by counsel, include the counsel's name, address, e-mail address, telephone number and signature along with the name, address, e-mail address, telephone number and signature of the complainant);
 - (2) The name and, if known, the telephone number, email address, and mailing address of the respondent(s) (or each person alleged to have committed a violation);
 - (3) The particulars of the violation, including the specific factual and legal basis for the allegation; and

- (4) Documentation or other evidence supporting the allegation.
- (d) A complaint may be submitted by personal delivery, mail, fax, or electronically.
- (e) Town Clerk review.
 - (1) The town clerk will review the complaint to determine:
 - a. Whether the complaint was timely filed in accordance with this section;
 - b. Whether the complainant has specifically identified a violation(s) of the Colorado Constitution Article XXVIII, the Fair Campaign Practices Act, or any local campaign finance laws or rules adopted and promulgated by the town concerning a municipal election;
 - c. Whether the complainant has alleged sufficient facts and or provided sufficient information to support a legal and factual basis for the complaint; and
 - d. Whether it is possible through reasonable efforts, to identify the subject of the complaint.
 - (2) Within fourteen (14) business days of receiving the complaint, the town clerk must take one (1) or more of the following actions following their initial review:
 - a. If the town clerk determines that the complaint fails to satisfy each criteria in subsection (e)(1), the town clerk will dismiss the complaint and notify the complainant and respondent of the reasons for dismissal. The town clerk's determination and dismissal are a final decision.
 - b. If the town clerk determines that the complaint satisfies each criteria in subsection (e)(1), and alleges one (1) or more curable violations as described in subsection (f), the town clerk will notify the respondent(s) in writing and provide an opportunity to cure as described in subsection (g), holding in abeyance any alleged violations that may not be curable.
 - c. If the town clerk determines that the complaint satisfies each criteria in subsection (e)(1), and that none of the alleged violations are curable the town clerk will proceed to set the matter for a hearing as described herein.
- (f) Curing violations.
 - (1) Upon the town clerk's determination that a complaint alleges a failure to file or otherwise disclose required information, or other curable violation, the town clerk will notify the respondent(s) in writing and advise them of the curable deficiencies alleged in the complaint.
 - (2) Respondents shall have fourteen (14) business days from the date the notice is issued by the town clerk to cure the alleged violation and to notify the town clerk, in writing, of actions taken to cure the alleged violation.
 - (3) The town clerk will determine, within five (5) business days of receipt of the respondents' proposed cure, or if no response upon expiration of the cure period, whether the respondent(s) cured the violation(s), and if so, whether the respondent(s) "substantially complied" or acted in "good faith" as described herein. The town clerk may ask the respondent to provide additional information and may grant an extension of time to cure the violation(s).
 - a. If the town clerk determines that the respondent(s) substantially complied or acted in good faith in curing any alleged violation, the town clerk will dismiss the complaint as to such violation. The town clerk's determination and dismissal are a final decision.
 - b. If the town clerk determines that the respondent neither substantially complied nor acted in good faith in curing any alleged violation, the town clerk shall set the matter for a hearing and notify the complainant and respondent in writing.
 - c. The town clerk will schedule a hearing with respect to any alleged violations held in

abeyance after the town clerk's initial evaluation of the complaint.

- (4) In determining whether an entity "substantially complied" the town clerk must consider:
- a. The extent of the noncompliance;
 - b. The purpose of the provision violated and whether that purpose was substantially achieved despite the noncompliance; and
 - c. Whether the noncompliance can properly be viewed as an intentional attempt to mislead the electorate or election officials.
- (5) In determining whether an entity registered or disclosed in "good faith" the town clerk may consider whether ten percent (10%) or less of either the entity's disclosures or, alternatively, the reported dollar amounts required on the report or appearing on the filed reports at issue in the complaint are out of compliance.
- (h) When required a hearing before the town clerk shall be scheduled as soon as practicable with due regard for the convenience and necessity of the parties but, unless an extension of time is granted by the town clerk, the hearing shall be held within fifteen (15) business days after notice to the parties. The town will not be a necessary party to the hearing and will not represent either the complainant, or respondent, but may intervene as a party on its own behalf.
- (i) Notice of the hearing shall include any applicable rules of the town clerk governing the hearing process and the respondent(s) shall also receive a copy of the entire complaint received by the town clerk.
- (j) Upon written motion, the town clerk may grant either party a continuance of up to thirty (30) calendar days upon a showing of good cause.
- (k) Upon the request of either party, the town clerk may issue administrative subpoenas requiring the attendance of a witness or party in relation to an alleged local campaign finance violation, which shall be served on the party to whom it is directed by the requesting party pursuant to Rule 4, C.R.C.P. It shall be unlawful for a witness or party to fail to comply with such subpoena.
- (l) The hearing shall be electronically recorded and held in substantial accordance with such rules as the town clerk may have promulgated, including rules for holding hearings remotely by electronic means, when necessary, in the opinion of the town clerk. At the hearing, the complainant and the respondent(s) shall be present, and the complainant shall have the burden of proof to establish the alleged violation(s) by a preponderance of the evidence.
- (m) Following the hearing, the town clerk shall issue a decision in writing within seven (7) business days.
- (n) If the town clerk determines after a hearing that a violation has occurred, the town clerk's decision shall include any appropriate order, sanction or relief authorized hereunder and may include, without limitation, sanctions as follows:
- (1) A civil penalty, payable to the town, of at least double the amount contributed, received or spent in violation of any contribution prohibition or in violation of a contribution reporting requirement.
 - (2) A civil penalty, payable to the town, in the amount of fifty dollars (\$50.00) per day for each day that a statement or other information required to be filed pursuant to Article XXVIII of the Colorado Constitution or the Fair Campaign Practices Act (C.R.S. § 1-45-101, et seq.), is not filed by the close of business on the day due.
 - (3) An order requiring disclosure of the source and amount of any undisclosed contributions or expenditures.
 - (4) An order requiring the return to the donor of any contribution made which was the subject of the violation.

- (o) The town clerk's decisions are a final decision subject to review under Rule 106(a)(4) C.R.C.P.
- (p) Candidates shall be personally liable for penalties imposed upon their candidate committee.
- (q) The town may pursue any legal means for the collection of civil penalties imposed under this article. The town administrator may also refer the matter for collection by whatever means are available to the town, including by a private collection agency and the party responsible to pay the penalty may be assessed the cost of collection.

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

Section 3. Violations of this ordinance shall in addition to as set forth in this ordinance be punishable in accordance with Section 1.16.010 of the Municipal Code of the Town of Firestone, Colorado.

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

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN
FULL this ___th day of _____, 2021.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

APPROVED AS TO FORM:

Jessica Koenig, CMC, Town Clerk

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.c

Discussion/Action

Meeting Date: June 23, 2021

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Police Department Compliance Issues Discussion

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS

Hours/Units/Types Summary

PC	Title	Hours	Net Type	Amount	Info Type	Amount
1-00	Regular Pay	9,352.40	Direct Deposit Net	389,000.91	Informational	0.00
1-06	PD Shift Supervisor	60.00	Net	0.00	Fringe Benefits	10.36
2-00	Overtime Pay	296.50	3rd Party Pay Net	2,365.20		
3-00	Paid Time Off & EIB	1,036.82				
5-00	Call Outs	6.00				
5-03	Standby	0.00				
7-00	Holiday, Holiday Worked	51.00				
8-10	PD Grant/Contracts	15.00				
8-00	Miscellaneous Pay	174.00				
8-21	NON WORK- COVID19	0.00				
8-24	WORKING - COVID 19	206.10				
8-26	PHE - Public Health Emerg	8.00				
9-01	Comp Time Earned	169.50				
9-02	Comp Time Used	146.50				
Grand Totals:		11,521.82		391,366.11		10.36

Pay Code Totals - Employee

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
1-01	Regular Pay	503,849.53	8-16	Employee Bonus	0.00	61-02	HSA7200	-6,773.46
1-03	Mayor/Trustee	2,150.00	8-20	Retro Pay (non-FPPA)	0.00	61-10	FSA- Dependent Care	-3,604.68
1-04	Temporary	2,156.00	8-21	NON WORK - COVID 19	0.00	61-11	FSA- Limited Purpose	-266.66
1-06	PD Shift Supervisor	2,287.22	8-24	WORKING - COVID 19	5,018.27	61-12	FSA - Medical	-2,059.46
2-00	Overtime	13,928.75	8-26	PHE - Public Health Emergenc	172.22	62-00	Dental Insurance	-971.47
3-01	PTO	26,234.13	9-02	Comp Time	3,810.38	63-00	Vision	-330.00
3-05	PTO Payout	0.00	19-00	3rd Party Pay	2,400.00	64-01	Voluntary/Ad Life	-939.30
3-10	Contract PTO	0.00	21-01	Stipend	0.00	64-03	Child Life	-44.80
4-00	EIB	0.00	21-02	Cell Phone Stipend	250.00	64-04	Spouse Life	-296.10
5-01	Call Outs	109.02	30-04	Life Ins > 50k	10.36	64-99	Accident Insurance	-854.92
5-02	PD Call Outs	82.80	50-01	FPPA 457	-1,141.44	70-01	Misc Deduction	0.00
5-03	Standby	0.00	50-02	FPPA PD Pension	-21,658.39	70-02	Child Support	-837.50
7-01	Holiday	1,608.66	50-03	FPPA ROTH	-400.00	70-03	Garnishment	-658.23
7-02	Holiday Work SW	0.00	51-01	PERA	-30,090.88	70-04	Equipment	-567.94
7-03	Holiday Work NSW	0.00	51-02	PERA+457	-470.14	74-00	Soc Sec	-793.06
8-01	Misc Pay	0.00	51-03	PERA Life	-62.00	75-00	Medicare	-7,666.92
8-02	Retro Pay	296.35	51-05	PERA 401k	-327.70	76-00	FWT	-53,179.15
8-04	Bereavement	0.00	51-07	PERA 457 Roth	-460.48	77-00	SWT	-18,157.00
8-06	Snow Day	0.00	52-01	ICMA 401a	-250.00	79-00	3rd Party Medicare	-34.80
8-08	Pd Admin Leave	0.00	52-02	ICMA 457b-Pre	-807.74	85-00	Net Pay - check	0.00
8-10	PD Grant	708.30	52-04	ICMA 457b-Post	-323.08	86-00	Dir Deposit	389,000.91
8-12	Jury Duty	92.32	60-00	Health Insurance	-17,771.32	89-00	3rd Party Net	-2,365.20
8-13	Military Leave	300.10	61-01	HSA3600	-2,289.32			

Pay Code Totals - Employer

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
50-02	FPPA - Polic	16,008.47	61-01	HSA3600	1,100.00	91-00	Long Term Disability	1,972.11
51-01	PERA	50,340.35	61-02	HSA7200	3,700.00	92-00	Short Term Disability	1,956.06
51-04	PERA AED/SAED	498.08	62-00	Dental Insurance	5,880.14	93-00	Police Pension	5,315.75
52-01	ICMA 401a	0.00	63-00	Vision Insurance	806.87	94-00	Basic Life & AD&D	1,385.28
52-02	ICMA 457b	1,615.38	74-00	Social Security	793.06	95-01	Employee Asst Plan	580.28
60-00	Health Insurance	77,704.97	75-00	Medicare	7,701.72	98-00	State Unemployment	1,681.99

Name	Total Paid
Total 8Z TITLE:	41.64
Total ABS CONCRETE INC:	20,587.50
Total ADAMSON POLICE PRODUCTS:	220.75
Total ADVANTAGE MEDICAL COMPANY:	1,075.00
Total AGFINITY-MEAD:	920.00
Total AIRGAS INC:	86.52
Total ALAN PLUMMER AND ASSOCIATES, INC:	83,578.30
Total AMAZON:	2,249.99
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total American Public Works Association:	875.00
Total ANYTIME FITNESS:	267.50
Total APEX SHREDDING, INC.:	80.00
Total ASPHALT SPECIALTIES CO., INC.:	349.39
Total AUSMUS LAW FIRM, P.C.:	2,400.00
Total B K TIRE, INC:	1,105.38
Total BAREFOOT RESIDENTIAL LLC:	207.36
Total BENEFIT TECHNOLOGY RESOURCES, LLC:	200.00
Total BINFORD SUPPLY LLC:	14.44
Total Black Hills Energy:	3,012.80
Total BOBCAT OF THE ROCKIES:	246.51
Total BROWNSTEIN HYATT FARBER SCHRECK:	5,199.31
Total BUDGET CONFERENCING:	250.46
Total CASELLE, INC.:	3,455.00
Total CENTRAL WELD COUNTY WATER DISTRICT:	22.03
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	45,651.88
Total CENTRAL WELD COUNTY WATER DISTRICT-TAPS:	131,200.00
Total CENTURY LINK:	677.23
Total CESARE, INC:	5,758.40
Total CHALLENGE ENTERTAINMENT ENTERPRISES:	225.00
Total CHASE PAYMENTNET:	4,806.67
Total CHICAGO TITLE (TUFTS):	.56
Total CIGNA HEALTH & LIFE INSURANCE CO:	94,932.07
Total CINTAS FIRST AID & SAFETY:	1,313.58
Total CIRSA:	72.00
Total COALRIDGE ANIMAL HOSPITAL, INC:	174.68
Total COLORADO CIVIL GROUP INC.:	78,510.10
Total COLORADO DEPT OF REVENUE (MTR VEH):	150.00
Total COLORADO JUMPS DBA AIRBOUND:	350.00
Total COMCAST - PD:	1,807.97

Name	Total Paid
Total COMCAST-PHILADELPHIA:	313.09
Total CPS DISTRIBUTORS, INC.:	.00
Total DANA KEPNER COMPANY, INC.:	23,793.87
Total DBC IRRIGATION SUPPLY:	2,150.56
Total DELTA DENTAL OF COLORADO, INC:	7,100.37
Total DIGITAL DATA SERVICES, INC:	240.00
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	65.01
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	11,897.12
Total ENVIROTECH SERVICES, INC.:	4,276.90
Total FASTENAL COMPANY:	51.72
Total FEDEX:	23.42
Total FIDELITY NATIONAL TITLE - S DENVER:	3.53
Total FIDELITY NATIONAL TITLE-LONGMONT:	15.20
Total FIRST AMERICAN TITLE CO:	78.20
Total FIRST INTEGRITY TITLE COMPANY:	43.02
Total FIRSTBANK:	13,328.32
Total FISCAL FOCUS PARTNERS, LLC:	11,500.00
Total FORD MOTOR CREDIT COMPANY, LLC:	47,607.40
Total FRANSEN PITTMAN GENERAL CONTRACTORS:	589,031.00
Total FRED DIEHL CONSULTING:	8,200.00
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	297.00
Total FRONT RANGE PORTABLE RESTROOMS, LLC:	840.00
Total FRONTIER BUSINESS PRODUCTS:	22.11
Total FUN PRODUCTIONS INC:	1,538.99
Total FUZION FIELD SERVICES LLC:	557.50
Total G & G EQUIPMENT INC:	321.87
Total GAMETIME:	195,053.11
Total GRAINGER:	2,491.37
Total GRAVES CONSULTING LLC:	1,187.50
Total GREEN GIRL RECYCLING SERVICES:	233.00
Total GREEN MILL SPORTSMAN'S CLUB, INC:	150.00
Total GROUND ENGINEERING CONSULTANTS, INC:	665.00
Total GROUND SOLUTIONS:	12,144.00
Total HARDLINE EQUIPMENT LLC:	1,089.61
Total HARRELL'S INC:	1,483.00
Total HERITAGE TITLE-BOULDER:	55.34
Total HERITAGE TITLE-DENVER:	6.97
Total HERITAGE TITLE-LONGMONT:	39.10
Total HOMELIGHT TITLE:	8.76

Name	Total Paid
Total IMS INFRASTRUCTURE MANAGEMENT SERVICES:	2,125.00
Total INTERSTATE BATTERY OF THE ROCKIES:	107.95
Total INTERSTATE FORD:	51.19
Total INTERWEST SAFETY SUPPLY, INC.:	817.69
Total KATHLEEN A. OATIS:	1,250.00
Total KB HOME COLORADO INC:	236.05
Total KG CLEAN, INC:	5,406.78
Total KIMBALL MIDWEST:	249.98
Total KING CHEVROLET BUICK GMC:	564.31
Total KINSCO, LLC:	532.00
Total KISSINGER & FELLMAN P.C.:	366.00
Total KS STATE BANK:	54,948.26
Total L G EVERIST INC:	366.43
Total L. L. JOHNSON DISTRIBUTING CO.:	71,749.58
Total L.A.W.S.:	850.51
Total LAND TITLE - BRIGHTON:	3.87
Total LAND TITLE GUARANTEE -- GRWDVG:	500.00
Total LAND TITLE-DENVER-2:	64.53
Total LANGUAGE NEXUS, INC:	200.00
Total LAST CHANCE DITCH COMPANY:	932.68
Total LENNAR COLORADO:	47.82
Total LEONARD RICE ENGINEERS, INC:	44,322.86
Total LIFE STORIES:	250.00
Total LITTLE THOMPSON WATER DISTRICT:	139.35
Total MAC EQUIPMENT INC LONGMONT:	16,158.35
Total MAIN STREET MAT COMPANY, INC:	373.16
Total MATCO TOOLS:	46.95
Total MCDONALD FARMS ENTERPRISES, INC:	15,988.86
Total MCGEE COMPANY:	759.00
Total MCGRANE WATER ENGINEERING, LLC:	27,926.50
Total MCI:	54.82
Total MERIDIAN TITLE & ESCROW:	4.78
Total MISC VENDOR:	409.00
Total MORGAN STANLEY SMITH BARNEY LLC:	2,733.83
Total MUNICIPAL CODE CORPORATION:	5,804.81
Total NATIONAL ASSOCIATION OF HOME BUILDERS:	2,914.00
Total NEW IPT INC:	20,732.50
Total OFFICE DEPOT INC:	384.22
Total O'REILLY AUTO PARTS:	418.83

Name	Total Paid
Total ORKIN PEST CONTROL, INC:	554.83
Total PAUL D. BASSO:	1,000.00
Total PAWNEE BUTTES SEED INC:	6,400.00
Total PITNEY BOWES PURCHASE POWER:	1,005.00
Total PUREWATER DYNAMICS, INC:	244.04
Total QUICK-SET AUTO GLASS:	550.00
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	100.00
Total RESTITUTION / COURT REFUNDS:	150.00
Total RICHMOND AMERICAN HOMES:	86.57
Total RIPTIDE CAR & PET WASH:	615.00
Total RPS PLAN ADMINISTRATORS:	385.50
Total SAFETY AND CONSTRUCTION SUPPLY INC:	5,270.00
Total SIMPLIFILE:	435.00
Total SPWRAP:	5,155.08
Total STEVE BALCEROVICH:	1,250.00
Total SYMBOL ARTS:	859.50
Total THOMSON REUTERS-WEST:	215.00
Total TIMBER LINE ELECTRIC & CONTROL CORP:	16,000.00
Total TIMBERLAN, INC:	48,317.00
Total TRANSWEST TRUCK TRAILER RV:	195.17
Total TWIN PEAKS GARAGE DOORS LLC:	188.00
Total UME CUSTOM EMBROIDERY:	8,096.68
Total UNITED POWER:	733.65
Total UNIVERSITY AUTO PARTS, INC:	1,197.73
Total UTILITY NOTIFICATION CENTER OF COLORADO:	793.32
Total VALLI INFORMATION SYSTEMS:	3,049.44
Total VAN DIEST SUPPLY COMPANY:	.00
Total VANCE BROTHERS INC:	4,657.50
Total VANGUARD REAL ESTATE SOLUTIONS, LLC:	6,936.98
Total VCA VETERINARY SPECIALISTS OF NO CO:	530.44
Total Verizon Connect NWF INC:	145.71
Total VERIZON WIRELESS:	5,841.52
Total VIA MOBILITY SERVICES:	5,088.00
Total WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ:	1,147.50
Total WAGNER WELDING SUPPLY CO.:	19.60
Total WANDS & WISHES OCCASIONS:	315.00
Total WASTE CONNECTIONS OF COLORADO INC:	354.44
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	3,534.50
Total WESTERN PAPER DISTRIBUTORS INC:	400.62

Name	Total Paid
Total WEX BANK:	13,331.65
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	537.91
Total WICKHAM TRACTOR CO, Inc:	1,083.64
Total WILLIAMSON & HAYASHI, LLC:	17,673.00
Total WINSTON MICHAEL CONTRACTING, LLC:	8,850.00
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	90.00
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	1,836.26
Total ZETX, INC:	2,000.00
Grand Totals:	1,888,191.21