



BOARD OF TRUSTEES

REGULAR MEETING AGENDA

November 10, 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. **Call to Order & Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
5. **Consent Agenda**
 - 5.a. Approval of October 13, 2021 Meeting Minutes
 - b. **Ordinance 1000**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING TITLE 2 ADMINISTRATION AND PERSONNEL, TITLE 6 ANIMALS, AND TITLE 9 PUBLIC PEACE, MORALS AND WELFARE OF THE FIRESTONE MUNICIPAL CODE REGARDING TOWN MARSHAL AND MARSHALS
6. **Presentation**
 - a. Colorado Boulevard Traffic Signals Warrant Study
 - b. Police Department Canine & Vehicle Graphics Presentation
7. **Discussion/Action**
 - a. **Resolution 21-109**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING A NATIVE WATER

* 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.

DEDICATION AGREEMENT WITH COTTONWOOD COLORADO RESIDENTIAL LLC

- b. **Resolution 21-110:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING A NATIVE WATER DEDICATION AGREEMENT WITH COTTONWOOD COLORADO RESIDENTIAL LLC
- c. **Resolution 21-111:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE COTTONWOOD RESIDENTIAL LLC NATIVE WATER CREDIT PURCHASE AGREEMENT
- d. **Resolution 21-112:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE FIRST AMENDMENT OF PART 2B CONSTRUCTION PHASE OF THE TOWN OF FIRESTONE AND INTEGRATED WATER SERVICES INC.'S ST. VRAIN WATER TREATMENT PLAN PROJECT AGREEMENT
- e. **Resolution 21-113:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 1 TO THE FIRST AMENDMENT TO PART 2B CONSTRUCTION PHASE OF THE TOWN OF FIRESTONE AND INTEGRATED WATER SERVICES INC.'S ST. VRAIN WATER TREATMENT PLANT AGREEMENT
- f. **Resolution 21-114:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 5 FOR THE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND HUDICK EXCAVATING INC. REGARDING THE FIRESTONE RESERVOIR NO. 1 SUPPLY AND DELIVERY INFRASTRUCTURE PROJECT
- g. **Resolution 21-115:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 1 TO THE TOWN OF FIRESTONE AND E-Z EXCAVATING INC.'S AGREEMENT FOR THE INSTALLATION OF A POTABLE WATERLINE AND APPURTENANCES FOR THE ST. VRAIN WATER TREATMENT PLANT TRANSMISSION PIPELINE PROJECT
- h. **Resolution 21-116:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PURCHASE ORDER FOR PVC WATER PIPE FROM DANA KEPNER COMPANY, INC.

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i. Motion to Cancel November 24, 2021 Board of Trustees Meeting

j. 2022 Budget Recap

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

9. Reports

9.a. Staff

9.a.i. 3rd Quarter Financial Report

9.a.ii. September and October Monthly Board Reports

9.b. Mayor

9.c. Trustees

10. Adjournment

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**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.a

Consent Agenda

Meeting Date: November 10, 2021

Initiated By: Jessica Koenig

Dept: Town Clerk

AGENDA TITLE

Approval of October 13, 2021 Meeting Minutes

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of October 13, 2021 Meeting Minutes

ALTERNATIVES

ATTACHMENTS

1. October 13, 2021 Draft Meeting Minutes

FINANCIAL CONSIDERATIONS

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
October 13, 2021

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on October 13, 2021, at the Municipal Court & Police Department, 9900 Park Avenue, Firestone, Colorado. Mayor Pro Tem Jimenez called the meeting to order at 7:00 PM.

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar - **excused**

Mayor Pro-tem: Frank A. Jimenez

Trustees: Don Conyac
David Whelan
Samantha Meiring
Sean Doherty - **excused**
Doug Sharp

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

2. Pledge of Allegiance

Mayor Pro Tem Jimenez led the pledge of allegiance.

3. Approval of Agenda

Motion by Trustee Sharp, **second** by Trustee Whelan, to Amend the Agenda to move Agenda Item 5b to be Agenda Item 7c. All in Favor, **Motion carried.**

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

Becky Duckworth, a resident of Firestone, Colorado, gave public comment regarding meeting cancelations, third-quarter financials, and the 2022 budget.

5. Consent Agenda

Motion by Trustee Conyac, **second** by Trustee Whelan, to Approve the Consent Agenda, All in Favor, **Motion carried.**

5.a. Approval of September 22, 2021 Meeting Minutes

- b. **Resolution 21-105:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND AUDIOVISUAL SERVICES INNOVATIONS, INC., FOR AV SERVICES

Motion by Trustee Sharp, **second** by Trustee Whelan, to Approve **Resolution 21-105:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND AUDIOVISUAL SERVICES INNOVATIONS, INC., FOR AV SERVICES All in Favor, **Motion carried.**

- c. **Resolution 21-107:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING EQUIPMENT PURCHASES FOR THE TOWNS PUBLIC WORKS DEPARTMENT

6. Land Development

- a. **PUBLIC HEARING: Resolution 21-106:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PRELIMINARY SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE BAREFOOT LAKES SUBDIVISION

Mayor Pro Tem Jimenez opened the public hearing for Resolution 21-106 at 7:06 PM.

Marty Ostholthoff, Planning Manager, presented to the Board of Trustees.

Jake Sippy, Design Workshop, presented to the Board of Trustees.

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

Chris Bremner of Brookfield Residential responded to Board questions regarding the widening of Ronald Reagan Blvd.

Mr. Ostholthoff responded to Board questions regarding zoning.

Mr. Sippy responded to Board questions regarding the scaling of the plats.

Mayor Pro Tem Jimenez closed the public comment portion of the public hearing at 7:22 PM.

Motion by Trustee Conyac, **second** by Trustee Sharp, to Approve **Resolution 21-106:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PRELIMINARY SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE BAREFOOT LAKES SUBDIVISION

Roll Call Vote:

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

No: None
Abstain: None
Motion carried.

7. Discussion/Action

- a. Motion to cancel the October 27, 2021 Board of Trustees Regular Meeting

Motion by Trustee Conyac, **second** by Trustee Whelan, to cancel the October 27, 2021 Board of Trustees Regular Meeting, All in Favor, **Motion carried.**

- b. **Resolution No. 21-108:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, SUPPORTING PASSAGE OF CARBON VALLEY PARKS AND RECREATION DISTRICT'S BALLOT ISSUE 6A CALLING FOR THE IMPOSITION OF A MILL LEVY INCREASE FOR THE PURPOSE OF FINANCING THE CONSTRUCTION AND OPERATION OF A RECREATION CENTER, OUTDOOR WATER PARK, TENNIS AND PICKLEBALL COURTS ALL LOCATED IN FIRESTONES CENTRAL PARK AND A SENIOR CENTER FITNESS ROOM FOR THE EXISTING SENIOR CENTER

Motion by Trustee Meiring, **second** by Trustee Conyac, to Approve **Resolution No. 21-108:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, SUPPORTING PASSAGE OF CARBON VALLEY PARKS AND RECREATION DISTRICT'S BALLOT ISSUE 6A CALLING FOR THE IMPOSITION OF A MILL LEVY INCREASE FOR THE PURPOSE OF FINANCING THE CONSTRUCTION AND OPERATION OF A RECREATION CENTER, OUTDOOR WATER PARK, TENNIS AND PICKLEBALL COURTS ALL LOCATED IN FIRESTONES CENTRAL PARK AND A SENIOR CENTER FITNESS ROOM FOR THE EXISTING SENIOR CENTER All in Favor, **Motion carried.**

- c. 2022 Budget

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

9. Reports

9.a. Staff

9.b. Mayor

9.c. Trustees

Trustee Conyac reported on the progress on the Neighbors Point Park project.

Trustee Whelan thanked staff for organizing the Town Hall Ribbon Cutting event.

10. Executive Session

- a. An executive session pursuant to C.R.S. 24-6-402 (4)(a) for the purchase or acquisition of real property and C.R.S. 24-4-402 (4)(e)(I) for developing strategy for negotiations and instructing negotiators concerning the acquisition of water rights.

Motion by Trustee Conyac, **second** by Trustee Whelan, to go into an executive session pursuant to C.R.S. 24-6-402 (4)(a) for the purchase or acquisition of real property and C.R.S. 24-4-402 (4)(e)(I) for developing strategy for negotiations and instructing negotiators concerning the acquisition of water rights. All in Favor, **Motion carried.**

open: 9:12 PM

close: 10:03 PM

11. Adjournment

The October 13, 2021 Board of Trustees meeting was adjourned at 10:03 PM.

Introduced and Approved the 10th of November, 2021.

TOWN OF FIRESTONE, COLORADO

ATTEST

Bobbi Sindelar, Mayor

Jessica Koenig, Town Clerk

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.b

Consent Agenda

Meeting Date: November 10, 2021

Initiated By: Jessica Koenig

Dept: Legal

AGENDA TITLE

Ordinance 1000: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING TITLE 2 ADMINISTRATION AND PERSONNEL, TITLE 6 ANIMALS, AND TITLE 9 PUBLIC PEACE, MORALS AND WELFARE OF THE FIRESTONE MUNICIPAL CODE REGARDING TOWN MARSHAL AND MARSHALS

SUMMARY

The Town of Firestone's law enforcement services is provided by statutorily defined "peace officers," who are certified by the state's Peace Officers Standards and Training Board and directed by the Town's Chief of Police. Prior to this, law enforcement services were provided by Marshals under the direction of the Town Marshal. The Municipal Code of the Town of Firestone contains numerous references to Marshals and Town Marshal that are outdated and must be deleted. Ordinance 1000 amends the Municipal Code to remove the outdated references to the Town Marshal or Marshals.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of Ordinance 1000.

ALTERNATIVES

Provide staff with further direction.

ATTACHMENTS

1. Ord 1000 Town Marshal_Peace Officer Amend Ord

FINANCIAL CONSIDERATIONS

ORDINANCE NO. 1000

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING TITLE 2 ADMINISTRATION AND PERSONNEL, TITLE 6 ANIMALS, AND TITLE 9 PUBLIC PEACE, MORALS AND WELFARE OF THE FIRESTONE MUNICIPAL CODE REGARDING TOWN MARSHAL AND MARSHALS

WHEREAS, the Town of Firestone's law enforcement services are provided by statutorily defined "peace officers," who are certified by the state's Peace Officers Standards and Training Board and directed by the Town's Chief of Police; and

WHEREAS, prior to this, law enforcement services were provided by Marshals under the direction of the Town Marshal; and

WHEREAS, the Municipal Code of the Town of Firestone contains numerous references to Marshals and Town Marshal that are outdated and must be deleted.

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

Section 1. Section 2.08.010 A., Officers, appointment, term, of the Firestone Municipal Code is amended to provide:

- A. The Board of Trustees shall appoint a Town Attorney, a Town Treasurer, a Town Clerk, and such other officers as from time-to-time shall be necessary for the proper government and control of the Town, and the appointees shall hold their respective offices until their successors are appointed and qualified unless sooner removed according to laws as hereinafter provided.

Section 2. Section 2.20.010, Duties (Town Marshal) of the Firestone Municipal Code is repealed in its entirety.

Section 3. Section 2.52.010, Created – Control of officers, of the Firestone Municipal Code is amended to provide:

The Town shall have a Police Department consisting of a Chief of Police and such number of sworn and non-sworn personnel as in the judgment of the Board of Trustees are necessary to meet the Town's law enforcement needs. The members of the Police Department shall be subject to the control and orders of the Chief of Police.

Section 4. Section 6.16.040 A., Court order to destroy animal, of the Firestone Municipal Code is amended to provide:

- A. Whenever a determination has been made that any vicious animal is owned or kept as

provided in this chapter, the prosecuting attorney may apply to the municipal court for an order to destroy the animal. Such application shall:

1. Identify the animal;
2. Identify the owner and keeper, if known, or the residence of the animal if the owner or keeper is not known;
3. Identify the date and location of occurrence of one or more acts of viciousness; and
4. Request that the owner and keeper be required to show cause why the animal should not be impounded and destroyed.

Section 5. Section 6.20.010 A., Authorized when, of the Firestone Municipal Code is amended to provide:

- A. It is lawful for all police officers to impound any animal which is not wearing an animal tag as provided in this title.

Section 6. Section 6.24.060 B., Poisoning animal prohibited, of the Firestone Municipal Code is amended to provide:

- B. No person shall use, set, place, maintain or tend any leg-hold trap.

Section 7. Section 9.20.010 C., Definitions, of the Firestone Municipal Code is amended to provide:

- C. "Law enforcement officer," as used in this chapter, means a peace officer as defined by state law in uniform or, if out of uniform, one who has identified themselves by exhibiting their credentials as a law enforcement officer.

Section 8. Section 9.20.030 A. and B., Resisting arrest, of the Firestone Municipal Code is amended to provide:

- A. A person commits resisting arrest if they knowingly prevent or attempts to prevent a law enforcement officer, acting under color of their official authority, from effecting an arrest of the actor or another, by:

1. Using or threatening to use physical force or violence against a law enforcement officer or another; or
2. Using any other means which creates a substantial risk of causing physical injury to the law enforcement officer.

- B. It is no defense to a prosecution under this section that the law enforcement officer was attempting to make an arrest which in fact was unlawful, if the law enforcement officer was acting under color of their official authority, and in attempting to make the arrest they were not resorting to unreasonable or excessive force giving rise to the right of self-defense. A law enforcement officer acts "under color of their official authority" when in the regular course of assigned duties, they are called upon to make, and do make, a judgment in good faith based upon surrounding facts and circumstances that an arrest should be made.

Section 9. Section 9.20.040, Obstructing a police officer or fireman, of the Firestone Municipal Code is retitled to Obstructing a law enforcement officer or firefighter, and is amended to provide:

- A. A person commits obstructing a law enforcement officer or firefighter when, by using or threatening to use violence, force, or physical interference or obstacle, they knowingly obstruct, impair or hinder the enforcement of the penal law or the preservation of the peace by a law enforcement officer, acting under color of their official authority, or knowingly obstruct, impair or hinder the prevention, control or abatement of fire by a firefighter, acting under color of their official authority.
- B. It is no defense to a prosecution under this section that the law enforcement officer was acting in an illegal manner if they were acting under color of their official authority.
- C. This section does not apply to obstruction, impairment, or hindrance of the making of an arrest.

Section 10. Section 9.20.045, Failure to comply, interference, of the Firestone Municipal Code is amended to provide:

- A. A person commits failure or refusal to comply with a lawful order, signal, or direction of a law enforcement officer when they willfully fail or refuse to comply with any lawful order, signal or direction of a law enforcement officer made or given in the discharge of their duties.
- B. A person commits interference or hindrance with a law enforcement officer when they, in any way, interfere with or hinder any law enforcement officer who is discharging or apparently discharging their duties.

Section 11. Section 9.20.050, Refusing to aid marshal, deputy marshal or law enforcement officer of the Firestone Municipal Code is retitled Refusal to aid law enforcement officer, and is amended to provide:

A person, eighteen years of age or older, commits the offense of refusing to aid a law enforcement officer if, upon command by a person known to them to be a law enforcement officer, he or she unreasonably refuses or fails to aid the law enforcement officer in effecting or securing an arrest, or preventing the commission by another of any offense.

Section 12. Section 9.20.070, Impersonating marshal, deputy marshal or law enforcement officer of the Firestone Municipal Code is retitled to Impersonating a law enforcement officer, and is amended to provide:

Any person who falsely pretends to be a town law enforcement officer and performs an act in that pretended capacity commits impersonating a law enforcement officer.

Section 13. Section 9.20.080, Impersonating a public servant, of the Firestone Municipal Code is amended to provide:

A person commits impersonating a public servant if they falsely pretend to be a public servant of the town and perform any act in that pretended capacity.

Section 14. Section 9.20.090, Escape, of the Firestone Municipal Code is amended to provide:

It shall be unlawful for any person, while being in custody of a law enforcement officer, to knowingly escape or attempt to escape from such custody or confinement.

Section 15. Section 9.20.100, Aiding, abetting, or assisting escape, of the Firestone Municipal Code is amended to provide:

It shall be unlawful for any person to knowingly aid, abet or assist another person to escape who is in custody of a law enforcement officer.

Section 16. 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 17. Violations of this ordinance shall be punishable in accordance with Section 1.16.010 of the Municipal Code of the Town of Firestone, Colorado.

Section 18. 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 10th day of November, 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#: 6.a

Presentation

Meeting Date: November 10, 2021

Initiated By: Matt Wiederspahn

Dept: Engineering - Town

AGENDA TITLE

Colorado Boulevard Traffic Signals Warrant Study

SUMMARY

During the summer of 2021, several concerns were raised regarding the intersection of Colorado Boulevard and Oak Meadows Boulevard and the possibility of a traffic signal being needed there. In addition, concerns were also raised about the intersection of Colorado Boulevard and the King Soopers access and the possibility of a traffic signal there. Town staff decided to task our On-Call Traffic Engineering consultant, Bohanna Huston, to conduct an in-depth traffic signal warrant study for those intersections. Staff from Bohanna Huston will be presenting the outcome and recommendations from the signal warrant study and potential next steps.

HISTORY AND PREVIOUS BOARD ACTION

N/A

RECOMMENDATION

N/A

ALTERNATIVES

N/A

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS

The cost for the potential new traffic signals are being included in the 2022 CIP Budget.

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.b

Presentation

Meeting Date: November 10, 2021

Initiated By:

Dept: Police

AGENDA TITLE

Police Department Canine & Vehicle Graphics Presentation

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.a

Discussion/Action

Meeting Date: November 10, 2021

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 21-109: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING A NATIVE WATER DEDICATION AGREEMENT WITH COTTONWOOD COLORADO RESIDENTIAL LLC

SUMMARY

Resolution 21-109 and the Purchase and Sales Agreement between the Town of Firestone and Barefoot, LLC is proposing the purchase and sale of 3 shares of the Rural Ditch Company.

HISTORY AND PREVIOUS BOARD ACTION

Staff presented the potential purchase of 3 shares of the Rural Ditch Company to the Board of Trustees at the October 13, 2021 meeting. Staff received direction from the Board to negotiate this purchase agreement. Barefoot, LLC has agreed to all the terms staff negotiated and has agreed to the sale of the 3 shares. The Rural Ditch is one of five ditches the Town has identified as desirable water rights for the acquisition to add to the Town of Firestone water portfolio.

RECOMMENDATION

Staff recommends that the Board approve Resolution 21-109, a resolution approving the purchase of 3 shares of the Rural Ditch Company from Barefoot, LLC.

ALTERNATIVES

The Board may choose not to approve the resolution and provide staff with additional direction.

ATTACHMENTS

1. 21-109 Cottonwood Native Water Dedication Agm Res
2. Barefoot Purchase and Sales Agreement- Rural Shares-Final

FINANCIAL CONSIDERATIONS

The resolution and agreement include a purchase price of \$840,000.00 for the purchase of 3 shares of the Rural Ditch Company. Sufficient funds were budgeted in the water fund for 2021.

RESOLUTION NO. 21-109

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING A NATIVE WATER DEDICATION AGREEMENT WITH COTTONWOOD COLORADO RESIDENTIAL LLC

WHEREAS, Chapter 1.08 of the Firestone Municipal Code (“Code”) requires land developers to agree to dedicate a certain amount of “water rights” and/or “shares” in conjunction with the development of land in the Town of Firestone; and

WHEREAS, the Code allows the Town of Firestone Board of Trustees (“Board of Trustees”) to enter into agreements for the dedication of water rights other than Colorado Big Thompson (CBT) units or “water credits,” as that term is defined in Section 1.08.050 of the Code; and

WHEREAS, the Board of Trustees has adopted the Firestone Native Water Dedication Policy (“Dedication Policy”), which authorizes the Town Manager and the Manager’s designee to negotiate Native Water Dedication Agreements on behalf of the Town of Firestone (“Town”); and

WHEREAS, pursuant to the Code, a land developer must dedicate “water rights” and/or “shares” in payment of water connection charges and before recording a plat or final subdivision and/or final development and/or before receiving a building permit or water connection to the Town’s water system; and

WHEREAS, Cottonwood Colorado Residential LLC (“Developer”) has agreed to dedicate “water rights” and/or “shares” to the Town pursuant to an Annexation Agreement dated December 10, 1998, and described as the Del Camino East PUD Annexation (“Annexation Agreement”), and must dedicate those “water rights” and/or “shares” prior to the first recording of a final plat, final subdivision or final development plan; and

WHEREAS, the Annexation Agreement covers certain lands owned by Developer as described in Exhibit A, attached hereto to this resolution (“Developer’s Lands”); and

WHEREAS, Developer must dedicate approximately 300 acre-feet of raw water to comply with the water dedication requirements of the Code for the currently anticipated development of Developer’s Lands and the requirements of the Annexation Agreement (“Dedication Requirement”); and

WHEREAS, Developer is the owner of certain native water rights, as described in Exhibit B attached hereto this resolution (“Native Water”), and Developer has agreed to dedicate for purposes of Developer’s compliance with Section 13.08.010 of the Code, in conformance with the Dedication Policy; and

WHEREAS, Developer has provided the Town with all the information and documentation described and required in Addendum A of the Dedication Policy regarding the Native Water.

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

The Native Water Dedication Agreement including Exhibit A (“Developer’s Lands”) and Exhibit B (“Native Water”) between the Town of Firestone, acting by and through its Water Activity Enterprise, and Cottonwood Colorado Residential LLC 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

PURCHASE AND SALE AGREEMENT (Water Rights)

This Purchase and Sale Agreement (“Agreement”) is entered into this ____ day of _____, 2021 (“Effective Date”) by and between BAREFOOT LLC, a Colorado Limited Liability Company (“Seller”), and the Town of Firestone, acting by and through its Water Activity Enterprise (“Buyer”). Seller and Buyer may be referred to individually as a “Party” or collectively as “Parties.”

RECITALS

WHEREAS, Seller owns and wishes to convey certain water rights as described below to Buyer; and

WHEREAS, Buyer desires to acquire said water rights pursuant to the terms and conditions contained hereafter;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

1. Description of Water Rights. Seller is the owner of three (3) Shares of the Rural Ditch Company represented by Share Certificate Nos. 391, 393 and 394 (the “Rural Shares”). Seller wishes to sell the three (3) Rural Shares to the Buyer.
2. Purchase Price. The Purchase Price for the Rural Shares shall be \$840,000.00 (\$280,000.00 per share), payable by wire transfer to Seller on the Closing Date, as defined below.
3. Warranty of Title. Seller warrants that title to the Rural Shares will be conveyed free and clear of all liens, encumbrances, assessments, and leases of any kind. Subject to payment as above provided, and in compliance with the other terms and conditions by Buyer, Seller shall execute and deliver a Bargain and Sale Deed for the Rural Shares to Buyer at the Closing.
4. Due Diligence. Buyer shall have 56 days following the Effective Date of this Agreement (“Due Diligence Period”) to terminate this Agreement if Buyer is dissatisfied with the Rural Shares to be acquired hereunder for any reason. It shall be conclusively presumed that Buyer is satisfied with the Rural Shares if Buyer fails to send written notice to Seller to the contrary on or before the expiration of the Due Diligence Period.
5. Assessments. All assessments levied by the Rural Ditch Company for year 2021 shall be paid by Seller. Assessments for the year 2022 and future years shall be paid by Buyer.
6. Transfer Fee. Any fees imposed by Rural Ditch Company to complete the transfer of the Rural Shares shall be paid by Buyer.

7. Delivery of Stock Certificate. Possession of the original certificate(s) evidencing ownership of the Rural Shares shall be delivered to the Buyer at the time of closing together with properly executed and notarized assignments, Bargain and Sale Deed and any and all other documents reasonably necessary to effectuate the transfer of the Rural Shares from Seller to Buyer.
8. Closing. The closing for the purchase and sale of the Rural Shares will take place on the first business day that is at least 70 days after the Effective Date of this Agreement at: 9950 Park Avenue, Firestone, CO 80504. At the Closing, Buyer shall tender the purchase price by wire transfer to Seller and Seller shall tender the documents described in Section 7, above. Seller shall provide Buyer with wire transfer instructions at least seven (7) days prior to the Closing Date. Buyer shall pay for the costs of the wire transfer.
9. Default. Time is of the essence herein and if any payment or any other condition thereof is not made, tendered or performed by either party, then this Agreement, at the option of the Party who is not in default, may be terminated in which case the non-defaulting party may recover such damages as may be proper. In the event of such default by Seller, where Buyer elects to treat this Agreement as being in full force and effect, the Buyer shall have the right to an action for specific performance and damages.
10. Court Proceeding. Seller, or Seller's agent agrees to cooperate in good faith with any information requests reasonably necessary to complete a court proceeding as may be required to change the use of the shares.
11. Waiver of ROFR. Buyer and Seller are parties to that certain Agreement Granting a Right of First Refusal, by and between the Town of Firestone (the Town) and Barefoot LLC (Barefoot), recorded on September 2, 2016 (the "ROFR"). The ROFR encumbers certain water rights owned by Seller, including Seller's rights in the Hayseed Ditch. As consideration for Seller's performance under this Agreement, Buyer hereby waives all ROFR rights in the Hayseed Ditch water in relation to any offer received by Seller to purchase the Hayseed Ditch water for a cash at closing price of at least One Million Five Hundred Thousand and no/100 Dollars (\$1,500,000.00). Such waiver shall be effective only for a sale of the Hayseed Ditch water that occurs prior to June 30, 2022. Should Seller desire to accept any offer for the Hayseed Ditch water for a price below \$1,500,000.00, the provisions of the ROFR shall remain in effect, however, the Town must make its election, if any, to purchase the Hayseed Ditch water within fourteen (14) days of receipt of notice from Barefoot in relation to any offers received prior to June 30, 2022. This paragraph shall not apply if the offer includes water rights other than the Hayseed Ditch water.
12. Notices. All notices and operational communications under this agreement shall be in writing (including electronic form) except as otherwise provided for in this Agreement. All such notices and communications shall be deemed to have been duly

given on the date of service, if delivered and served personally, or served via e-mail on the person to whom notice is given. All notices which are delivered by US Mail shall be addressed to the following addresses unless otherwise agreed upon by the Parties:

Buyer:

Town of Firestone
Attn: Julie Pasillas
9950 Park Ave.
Firestone, CO 80504

Seller:

BAREFOOT LLC
Attn: Jeff McGovern
Brookfield Residential Properties
6465 S. Greenwood Plaza Blvd, Suite 700
Centennial, CO 80111

With copy to:
Lyons Gaddis
Attn: Cameron A. Grant, Esq.
PO Box 978
515 Kimbark Street, 2nd Floor
Longmont, CO 80502

13. Entire Agreement. This Agreement represents the complete agreement between the Parties and no oral modification shall be recognized. Any amendment or additions shall be made in writing signed by both parties. This Agreement may be executed in one or more counterparts and facsimile signatures shall be considered to be originals.
14. Survival of Closing. The representations and warranties made by the parties to this contract and the covenants and agreements to be performed or complied with by the respective parties under this contract before the closing date shall be deemed to be continuing and shall survive the closing.
15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns.
16. Jurisdiction and Venue. This Agreement shall be governed and its terms construed under the laws of the State of Colorado and venue shall be in the County of Weld.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first above written

BUYER:

SELLER:

TOWN OF FIRESTONE

BAREFOOT LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

And

ATTEST

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.b

Discussion/Action

Meeting Date: November 10, 2021

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 21-110: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING A NATIVE WATER DEDICATION AGREEMENT WITH COTTONWOOD COLORADO RESIDENTIAL LLC

SUMMARY

The Town of Firestone is actively looking to acquire native water rights in the lower St. Vrain River Basin. The use of native water rights will be an essential part of the Town's ability to deliver water from the St. Vrain WTP. As part of the process, staff has been working with several developers who own native water rights that may be used to fulfill water dedication requirements for developments in Firestone.

The Cottonwood Hollows developer is Alberta Development Partners, LLC, which owns shares of the Godding Ditch Company and has worked with Town staff on the Native Water Dedication Agreement before the Board. Once the Agreement is executed, the Developer will pay the Town the Native Water Dedication Fee of \$200,000.00. The Town will then begin the investigation period. During that time, the Town will determine whether the native water can be used to satisfy, in whole or in part, the dedication requirements for the Developer's lands. Once the investigation period is completed, the Town will determine the native credit amount for the Developer to use to satisfy the Town's water dedication requirements. Once the number of native credits is determined, the Town and the Developer will schedule a credit closing. The Developer will pay the storage and infrastructure fee for the determined native credits at the credit closing and transfer the native water shares to the Town.

HISTORY AND PREVIOUS BOARD ACTION

On October 28, 2020, the Board approved Resolution 20-103, adopting the Firestone Native Water Dedication Policy. Since the approval of this policy, staff has actively been working on developing a Native Water Dedication Agreement for use between the Town of Firestone and Land Developers who wish to provide native water rights to satisfy water dedication requirements needed for development approval.

RECOMMENDATION

Staff recommends approval of Resolution 21-110, a resolution approving the execution of the Native Water Dedication Agreement between the Town of Firestone and Alberta Development Partners, LLC to accept native water rights as "water credits" to satisfy the water dedication requirement for development in the Town of Firestone.

ALTERNATIVES

The Board may choose not to approve Resolution 21-110 and provide staff with additional direction.

ATTACHMENTS

1. 21-110 Cottonwood Native Water Dedication Agm Res
2. Native Water Dedication Agreement_Cottonwood Hollow_CCR Executed
3. EXHIBIT A DEL CAMINO EAST ANNEX
4. EXHIBIT B Godding Shares

FINANCIAL CONSIDERATIONS

Upon execution of the Agreement, the Developer will pay the Town \$200,000.00 Native Water Dedication Fee. Once the native water credit is determined, the Developer will pay the Town \$17,500.00 per acre-foot for the Storage and Infrastructure Fee. All fees will be paid to the Town of Firestone Water Activity Enterprise fund.

RESOLUTION NO. 21-110

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING A NATIVE WATER DEDICATION AGREEMENT WITH COTTONWOOD COLORADO RESIDENTIAL LLC

WHEREAS, Chapter 1.08 of the Firestone Municipal Code (“Code”) requires land developers to agree to dedicate a certain amount of “water rights” and/or “shares” in conjunction with the development of land in the Town of Firestone; and

WHEREAS, the Code allows the Town of Firestone Board of Trustees (“Board of Trustees”) to enter into agreements for the dedication of water rights other than Colorado Big Thompson (CBT) units or “water credits,” as that term is defined in Section 1.08.050 of the Code; and

WHEREAS, the Board of Trustees has adopted the Firestone Native Water Dedication Policy (“Dedication Policy”), which authorizes the Town Manager and the Manager’s designee to negotiate Native Water Dedication Agreements on behalf of the Town of Firestone (“Town”); and

WHEREAS, pursuant to the Code, a land developer must dedicate “water rights” and/or “shares” in payment of water connection charges and before recording a plat or final subdivision and/or final development and/or before receiving a building permit or water connection to the Town’s water system; and

WHEREAS, Cottonwood Colorado Residential LLC (“Developer”) has agreed to dedicate “water rights” and/or “shares” to the Town pursuant to an Annexation Agreement dated December 10, 1998, and described as the Del Camino East PUD Annexation (“Annexation Agreement”), and must dedicate those “water rights” and/or “shares” prior to the first recording of a final plat, final subdivision or final development plan; and

WHEREAS, the Annexation Agreement covers certain lands owned by Developer as described in Exhibit A, attached hereto to this resolution (“Developer’s Lands”); and

WHEREAS, Developer must dedicate approximately 300 acre-feet of raw water to comply with the water dedication requirements of the Code for the currently anticipated development of Developer’s Lands and the requirements of the Annexation Agreement (“Dedication Requirement”); and

WHEREAS, Developer is the owner of certain native water rights, as described in Exhibit B attached hereto this resolution (“Native Water”), and Developer has agreed to dedicate for purposes of Developer’s compliance with Section 13.08.010 of the Code, in conformance with the Dedication Policy; and

WHEREAS, Developer has provided the Town with all the information and documentation described and required in Addendum A of the Dedication Policy regarding the Native Water.

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

The Native Water Dedication Agreement including Exhibit A (“Developer’s Lands”) and Exhibit B (“Native Water”) between the Town of Firestone, acting by and through its Water Activity Enterprise, and Cottonwood Colorado Residential LLC 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

NATIVE WATER DEDICATION AGREEMENT

This Native Water Dedication Agreement (“Agreement”), is made and entered into this 10th day of November, 2021 (“Effective Date”), by and between the Town of Firestone acting by and through its Water Activity Enterprise, (“**Firestone**”) and Cottonwood Colorado Residential, LLC, a Colorado limited liability company (“**Developer**”) c/o Alberta Development Partners, LLC whose address is 5750 DTC Parkway, Suite 210, Greenwood Village, CO 80111;

RECITALS

WHEREAS, the Firestone Municipal Code (the “**Code**”) requires land developers to agree to dedicate a certain amount of “water rights” and/or “shares” in conjunction with the development of land in Firestone; and

WHEREAS, the Code allows the Board of Trustees to enter into agreements for the dedication of water rights other than CBT units or “water credits” as that term is defined in Section 1.08.050 of the Code; and

WHEREAS, The Board of Trustees has adopted the Firestone Native Water Dedication Policy (the “**Dedication Policy**”), which authorizes the Town Manager and the Town Manager’s designee to negotiate Native Water Dedication Agreements on behalf of the Town of Firestone; and

WHEREAS, pursuant to the Code, a land developer must actually dedicate “water rights” and/or “shares” in payment of water connection charges and before recording a plat or final subdivision and/or final development and/or before receiving a building permit or water connection to the Town water system; and

WHEREAS, Developer has agreed to dedicate “water rights” and/or “shares” to Firestone pursuant to an Annexation Agreement dated December 10, 1998 and described as the Del Camino East PUD Annexation (the “**Annexation Agreement**”), and must actually dedicate those “water rights” and/or “shares” prior to the first recording of a final plat, final subdivision or final development plan; and

WHEREAS, The Annexation Agreement covers certain lands owned by Developer and more particularly described on Exhibit A, attached hereto (the “**Developer’s Lands**”); and

WHEREAS, Developer must dedicate approximately 300 acre-feet of raw water to comply with the water dedication requirements of the Code for the currently anticipated development of Developer’s Lands and the requirements of the Annexation Agreement (the “**Dedication Requirement**”); and

WHEREAS, Developer is the owner of certain native water rights which are further described on Exhibit B, attached hereto (the “**Native Water**”), that Developer has agreed to

dedicate for purposes of Developer's compliance with Section 13.08.010 of the Code, in conformance with the Dedication Policy; and

WHEREAS, Developer has provided Firestone with all of the information and documentation described and required in Addendum A of the Dedication Policy regarding the Native Water.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual agreement, and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged by both Parties, the Parties agree as follows:

1. Recitals. The foregoing Recitals are incorporated herein as if fully set forth.
2. Investigation Period. After the Effective Date of the Agreement, Firestone will have 42 days to conduct an investigation of the Native Water (the "**Investigation Period**"). The purpose of the investigation is to determine whether the Native Water can be used within Firestone's overall water system to increase the yield of water which can be used to satisfy the demands of Developer's Lands. The investigation will include, but is not limited to, investigation of:
 - 2.1. Sufficiency of Native Water for Dedication. As soon as practicable after the execution of this Agreement and payment of the Native Water Dedication Fee by Developer, Firestone shall investigate whether the Native Water can be used to satisfy, in whole or in part, the Dedication Requirement for Developer's Lands. In order to complete such investigation Firestone acknowledges that Developer has supplied the information and documentation described on Addendum A of the Dedication Policy as is in Developer's possession or control at or prior to the execution of this Agreement. Developer agrees to reasonably cooperate with Firestone to provide all historical use information in its possession or control associated with the Native Water and Developer hereby agrees to assist Firestone in obtaining any other necessary information proving the historical use of the Native Water, not already provided. If at any time during the Investigation Period Firestone determines that the Native Water will not be usable by Developer to meet the Dedication Requirement for Developer's Lands, Firestone will promptly notify Developer of such determination and the parties shall treat this Agreement as terminated as further described below, and Firestone shall return the unused portion of the Native Water Dedication Fee as set forth in Section 7 below.
 - 2.2. Native Credit. During the Investigation Period, Firestone will work with its consultants to provide Developer with the amount of credit that will be available from Developer's dedication of the Native Water, which Developer may utilize towards Developer's Dedication Requirement. The amount of credit so determined by Firestone shall be Developer's "**Native Credit**." Such determination shall be made by Firestone, in its sole

discretion, based on the results of its inquiries during the Investigation Period. Firestone agrees to provide notice to Developer of Firestone's determination of the Native Credit at least 14 days prior to the scheduled Credit Closing.

- 2.3. Determination of Storage and Infrastructure Investment Fee. In connection with the dedication of the Native Water at the Credit Closing, Developer agrees to pay Firestone at the Credit Closing, a Storage and Infrastructure Investment Fee which shall be \$17,500.00 per acre-foot of dedicated Native Water as determined by Firestone Resolution 21-41. Firestone agrees to provide notice to Developer of the Storage and Infrastructure Investment Fee required for the Native Water at least 14 days prior to the scheduled Credit Closing.
3. Water Conveyance. Within 14 days after the expiration of the Investigation Period Firestone and Developer shall have a closing at which Developer shall convey the Native Water to Firestone by Special Warranty Deed and a good and sufficient water stock assignment or such other documents as are necessary to convey title, free and clear of all encumbrances arising by, through or under Developer, from Developer to Firestone ("**Credit Closing**"). Developer, at no cost to Developer, agrees to execute such other customary documents or take any other actions as may be necessary to effectuate the conveyance of the Native Water, including conveyance of any structures or easements, to the extent they are owned or held by Developer at the time of the Credit Closing, necessary for Firestone to take delivery of the Native Water. At the Credit Closing, Developer shall deliver Firestone any original stock certificate(s) evidencing ownership of the Native Water.
4. Warranty of Title to Dedicated Native Water. Developer hereby warrants that title to the Native Water will be conveyed to Firestone free and clear of all liens, encumbrances, assessments, and leases of any kind arising by, through or under Developer. Developer agrees to warrant and forever defend Firestone against all and every person claiming any interest in the Native Water by, through or under Developer. This warranty shall survive conveyance of the Native Water to Firestone.
5. Dedication. The Native Water dedicated to Firestone shall allow Developer to meet part of the Dedication Requirement for Developer's Lands to be served by Firestone's municipal water service, as necessary for Developer to obtain a final plat for the Property.
6. Assessments & Stock Transfer Fee. All assessments levied on the Native Water up to the date of the Credit Closing shall be paid by Developer. Any assessments levied on the Native Water beyond the date of the Credit Closing shall be paid by Firestone. Any fees imposed by a third party for the purposes of completing the transfer of the Native Water to Firestone shall be paid by Developer.
7. Native Water Dedication Fee. At the Effective Date of this Agreement, Developer has delivered to Firestone a "**Native Water Dedication Fee**" of \$200,000.00. Developer, by this

Agreement agrees to pay the Native Water Dedication Fee with the understanding that the fee is non-refundable, unless this Agreement is terminated by either party prior to the Credit Closing. In the event this Agreement is terminated prior to the Credit Closing, any portion of the Native Water Dedication Fee which was not spent by Firestone on actual third-party fees and expenses during the Investigation Period under this Agreement will be remitted to Developer together with a reasonable accounting therefor (which obligation shall expressly survive termination of this Agreement). Payment of the Native Water Dedication Fee by Developer in no way guarantees that Firestone will ultimately accept dedication of the Native Water for compliance with Developer's Dedication Requirement at the Credit Closing.

8. Excess Native Credit. In the event the Native Credit available to Developer exceeds the Dedication Requirement for Developer's Lands, Developer has the option of: 1) dedicating the excess portion of the Native Credit to a separate property within Firestone's municipal boundary for compliance with the water dedication requirements to comply with the Code; or 2) accepting an offer from Firestone to purchase the remainder of the Native Credit from Developer.
9. Affidavit of Historical Use. At or before the Credit Closing Developer shall use reasonable efforts to provide Firestone with an affidavit by a person or persons with knowledge regarding the manner in which the Native Water was historically used. Developer agrees to cooperate with Firestone, to develop any additional information regarding the historical use of the Native Water, including cooperation at trial in a change of use of the Native Water.
10. Dry-up Covenants. Developer shall provide Firestone, at the Credit Closing executed dry up covenants in a form acceptable to Firestone, for the land historically irrigated by the Native Water. Developer shall be responsible for acquiring all necessary agreements to ensure any liens or encumbrances are subordinate to the dry up covenants or shall otherwise reasonably prove that the dry up has been physically accomplished via development or other means to the reasonable satisfaction of Firestone. To the extent required by law, Developer or its designee shall be responsible for any revegetation of the historically irrigated property.
11. Plant Investment Fee. While the dedication of the Native Credit to the Town will satisfy Developer's Dedication Requirement, in order to receive taps for building permits on Developer's Lands, Developer or future owner shall pay a Plant Investment Fee and/or Tap Fee. Developer or future owner's obligation to pay such fees are in no way affected by the execution of this Agreement.
12. Contingencies. The Parties' obligations under this Agreement are expressly contingent upon:
 - 12.1. Any third party which may have an option to purchase or a right of first refusal to acquire the Native Water waiving or choosing not to exercise such rights and authorizing the dedication contemplated in this Agreement;

- 12.2. The satisfaction of any “Catlin” approval process in which a ditch or reservoir company has the power to deny the contemplated Change Case.
13. Force Majeure. No party to this Agreement shall be liable for any delay or failure to perform under this Agreement due to conditions or events of force majeure. Force majeure events shall be those beyond the reasonable control of the Party including: acts of God, strikes or work stoppages directly affecting the Party, unavailability or delay in receiving labor or materials, material adverse weather conditions or stop-work action of governmental authorities.
14. Termination. At any time prior to the Credit Closing, Developer may choose to terminate this Agreement, at which time Firestone shall distribute any un-spent portion of the Native Water Dedication Fee (pursuant to Section 7 above) which remains to Developer. At any time prior to the Credit Closing, Firestone may choose to terminate this Agreement, at which time Firestone shall distribute any un-spent portion of the Native Water Dedication Fee which remains to Developer (pursuant to Section 7 above). If at any time during the Investigation Period Firestone determines that the Native Water is unsuitable for dedication to Firestone to meet the Dedication Requirement for the Developer Lands the parties hereby agree to treat this Agreement as terminated and Firestone shall distribute any un-spent portion of the Native Water Dedication Fee which remains to Developer.
15. Binding Effect and Transferability. This Agreement shall be binding upon and inure to the benefit of the Town as well as Developer, its heirs, personal representatives, successors, transferees, assigns and successors in interest as fee title owner(s) of all or portions of the Developer’s Lands. Any Native Water dedicated by Developer shall be used solely on Developer’s Lands for the Dedication Requirement unless otherwise agreed to by Firestone at its sole discretion. Developer may only assign the Native Credit to another party in connection with the transfer of the Developer’s Lands (or as authorized under Section 8 above). Firestone will provide Developer with a form Native Credit Transfer at the Credit Closing to be used in connection with the transfer of any Native Credit by Developer.
16. Entire Agreement. This Agreement represents the complete agreement between the Parties and no oral modification shall be recognized. Any amendment or additions shall be made in writing signed by both parties.
17. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
18. Jurisdiction and Venue. This Agreement shall be governed and its terms construed under the laws of the State of Colorado and venue shall be in the County of Weld, unless Parties determine the matter is a “water matter” within the jurisdiction of Colorado’s water courts, in which instance venue shall be in the Division One Water Court.

19. Authority. Developer and its undersigned signatory expressly represent and warrant to the Town that Developer has authority to enter into this Agreement and that its undersigned signatory on this Agreement has the authority to bind Developer to the terms of this Agreement
20. Recording. This Agreement may be recorded in the office of the Weld County Clerk and Recorder.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first above written

TOWN OF FIRESTONE

By: _____
Name: _____
Title: _____

**COTTONWOOD COLORADO
RESIDENTIAL, LLC:**

By: _____
Name: DAVID G. PIERCE
Title: AUTHORIZED SIGNATORY

EXHIBIT A

DEL CAMINO EAST PUD ANNEXATION

A TRACT OF LAND LOCATED IN THE SOUTHWEST 1/4 OF
SECTION 11 AND THE NORTH 1/2 OF SECTION 14 TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD,
STATE OF COLORADO. CONTAINING 233.100 ACRES

NOTES:

- BEARINGS SHOWN ON THE ACCOMPANYING PLAT ARE BASED ON THE ASSUMPTION THAT THE NORTH LINE OF THE NW1/4 OF SECTION 14, T2N, R68W OF THE 6TH P.M., BEARS S00°00'00"W AS MONUMENTED AND SHOWN HEREON.
- THIS MAP IS PREPARED EXCLUSIVELY FOR ANNEXATION PURPOSES ONLY. BOUNDARY LINE INFORMATION SHOWN ON THIS ANNEXATION MAP IS BASED ON LAND SURVEY PLAT PREPARED BY ALBERS, DREXEL & POHLY, INC. FOR PROJECT 28--1, DATED MAY 18, 1996.
- FOUND #5 REBAR WITH 1-1/2 INCH ALUMINUM CAP MARKED "PLS 25614" AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.

EXISTING ZONING:

WELD COUNTY PUD

PROPOSED ZONING:

TOWN OF FIRESTONE PUD

TOTAL AREA:

233.100 ACRES

TOTAL BOUNDARY:

18231.67 FEET

BOUNDARY CONTIGUOUS WITH TOWN OF FIRESTONE:

3430.33 FEET

MINIMUM ALLOWABLE CONTIGUITY (1/6TH BOUNDARY):

3038.82 FEET

NOTICE:

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

OWNERS:

DEL CAMINO EAST LLP
C/O RUSTY GREEN
P.O. BOX 3466
BOULDER, CO. 80307
(719) 495-2500

FLOODPLAIN INFORMATION:

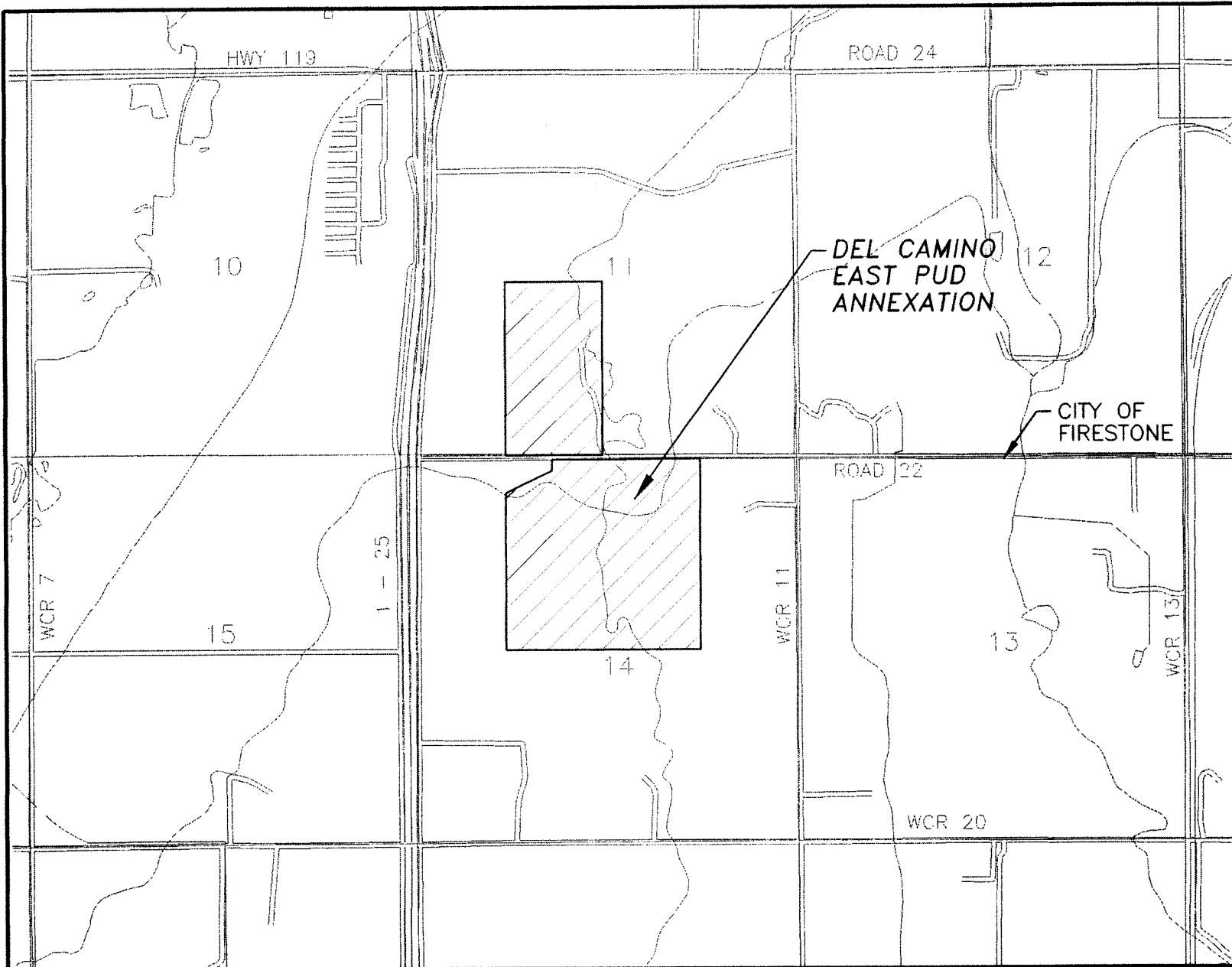
PROPOSED FLOODPLAIN IS APPROVED BY FEMA C.L.O.M.R..

SURVEYED BY:

FRANK N. DREXEL
ALBERS, DREXEL & POHLY, INC.
320 1/2 MAIN ST.
LONGMONT, CO. 80501
(303) 682-1131

DATE OF PREPARATION:

JUNE 2, 1999



VICINITY MAP
SCALE: 1"=2000'

TOWN APPROVAL:

THIS IS TO CERTIFY THAT THE ANNEXATION PLAT OF DEL CAMINO EAST PUD ANNEXATION WAS APPROVED ON THE 11th DAY OF June, 1999, AND THAT THE MAYOR OF THE TOWN OF FIRESTONE ON BEHALF OF THE TOWN OF FIRESTONE, HEREBY ACKNOWLEDGES SAID ANNEXATION UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES THERON.

[Signature]
MAYOR

ATTEST:
[Signature]
TOWN CLERK



SURVEYOR'S CERTIFICATE:

I, FRANK N. DREXEL, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF THE PARCELS SHOWN HEREON IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF FIRESTONE, AND THAT THIS PLAT COMPLIES WITH SECTION 31-12-107(d), COLORADO REVISED STATUTES, CONCERNING ANNEXATION PLATS.

[Signature]
FRANK N. DREXEL
COLORADO REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 24305
DATE: June 2, 1999

LEGAL DESCRIPTION:

PARCEL A

A TRACT OF LAND LOCATED IN THE SW1/4 OF SECTION 11, T2N, R68W OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE N1/4 CORNER OF SECTION 14, T2N, R68W OF THE 6TH P.M., FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 14 BEARS S90°00'00"W, 2621.02 FEET (BASIS OF BEARING), THENCE S90°00'00"W, 1310.51 FEET ALONG THE NORTH LINE OF THE NW1/4 OF SAID SECTION 14 TO THE NORTHWEST CORNER OF THE E1/2 OF THE NW1/4 OF SAID SECTION 14; THENCE CONTINUING S90°00'00"W, 8.35 FEET ALONG THE NORTH LINE OF THE NW1/4 OF SAID SECTION 14; THENCE N00°15'51"W, 30.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF ROAD NO. 22 AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING N00°15'51"W, 2601.05 FEET;

THENCE S89°52'28"E, 21.39 FEET TO THE WEST LINE OF THE E1/2 OF THE SW1/4 OF SAID SECTION 11;

THENCE N00°01'11"E, 34.55 FEET ALONG THE WEST LINE OF THE E1/2 OF THE SW1/4 OF SAID SECTION 11 TO THE NORTHWEST CORNER OF THE E1/2 OF THE SW1/4 OF SAID SECTION 11;

THENCE S89°52'43"E, 1303.98 FEET ALONG THE NORTH LINE OF THE E1/2 OF THE SW1/4 OF SAID SECTION 11 TO THE C1/4 CORNER OF SAID SECTION 11;

THENCE S00°07'14"E, 2632.77 FEET ALONG THE EAST LINE OF THE SW1/4 OF SAID SECTION 11 TO THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD NO. 22;

THENCE S90°00'00"W, 1318.93 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD NO. 22 TO THE TRUE POINT OF BEGINNING.

AREA = 79.941 ACRES, MORE OR LESS.

AND,

PARCEL B

A TRACT OF LAND LOCATED IN THE E1/2 OF THE NW1/4 AND IN THE W1/2 OF THE NE1/4, ALL OF SECTION 14, T2N, R68W OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE N1/4 CORNER OF SAID SECTION 14, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 14 BEARS S90°00'00"W, 2621.02 FEET (BASIS OF BEARING), THENCE S00°07'03"E, 30.00 FEET ALONG THE EAST LINE OF THE NW1/4 OF SAID SECTION 14 TO THE SOUTH RIGHT-OF-WAY LINE OF ROAD NO. 22 AND THE TRUE POINT OF BEGINNING;

THENCE S90°00'00"W, 802.29 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID ROAD NO. 22 TO THE EAST LINE OF LOT A OF SAID EXEMPTION NO. 1313-14-2-RE1400, A RECORDED EXEMPTION LOCATED IN THE E1/2 OF THE NW1/4 OF SAID SECTION 14, COUNTY OF WELD, STATE OF COLORADO, ACCORDING TO THE PLAT RECORDED IN BOOK 1344 AS RECEPTION NO. 2297301 OF THE RECORDS OF WELD COUNTY, COLORADO;

THENCE S00°15'47"E, 297.70 FEET ALONG THE EAST LINE OF LOT A OF SAID RECORDED EXEMPTION NO. 1313-14-2-RE1400 TO AN ANGLE POINT THEREOF;

THENCE S64°18'44"W, 492.53 FEET ALONG THE SOUTHEASTERLY LINE OF LOT A OF SAID RECORDED EXEMPTION NO. 1313-14-2-RE1400 TO AN ANGLE POINT THEREOF;

THENCE S81°06'37"W, 64.07 FEET ALONG THE SOUTHERLY LINE OF LOT A OF SAID RECORDED EXEMPTION NO. 1313-14-2-RE1400 TO THE WEST LINE OF THE E1/2 OF THE NW1/4 OF SAID SECTION 14;

THENCE S00°15'33"E, 2107.72 FEET ALONG THE WEST LINE OF THE E1/2 OF THE NW1/4 OF SAID SECTION 14 TO THE SOUTHWEST CORNER OF THE E1/2 OF THE NW1/4 OF SAID SECTION 14;

THENCE N89°57'04"E, 1303.92 FEET ALONG THE SOUTH LINE OF THE E1/2 OF THE NW1/4 OF SAID SECTION 14 TO THE C1/4 CORNER OF SAID SECTION 14;

THENCE N89°55'17"E, 1317.54 FEET ALONG THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 14 TO THE SOUTHEAST CORNER OF THE W1/2 OF THE NE1/4 OF SAID SECTION 14;

THENCE N00°18'06"E, 2624.12 FEET ALONG THE EAST LINE OF THE W1/2 OF THE NE1/4 OF SAID SECTION 14 TO THE SOUTH RIGHT-OF-WAY LINE OF SAID ROAD NO. 22;

THENCE N89°55'19"W, 1309.11 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID ROAD NO. 22 TO THE EAST LINE OF THE NW1/4 OF SAID SECTION 14 AND THE TRUE POINT OF BEGINNING.

AREA = 153.159 ACRES, MORE OR LESS.

TOTAL AREA = 233.100 ACRES, MORE OR LESS.

EXHIBIT B

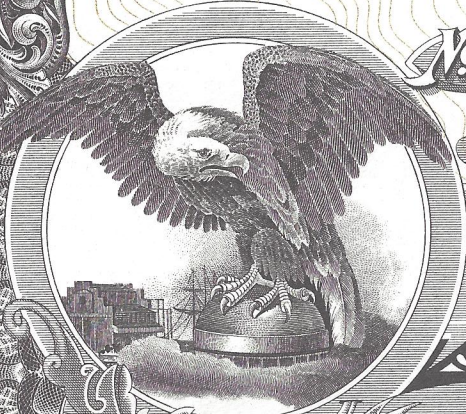
Two shares of the Godding Ditch Company represented by Certificate No. 344.

Eight shares of the Godding Ditch Company represented by Certificate No. 343.

INCORPORATED UNDER THE LAWS OF

No. 344

Shares - Two -



The Godding Ditch Company

THIS CERTIFIES THAT

- Cottonwood Colorado Residential, LLC, a
Colorado limited liability company -

is the owner of
each of the Capital Stock of

- Two -

Shares of

transferable only on the books of the Corporation by the holder
hereof in person or by Attorney upon surrender of this Certificate
properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be
signed by its duly authorized officers and to be sealed with the Seal of the Corporation

this 17th day of March, 2021 A.D.



Secretary



President

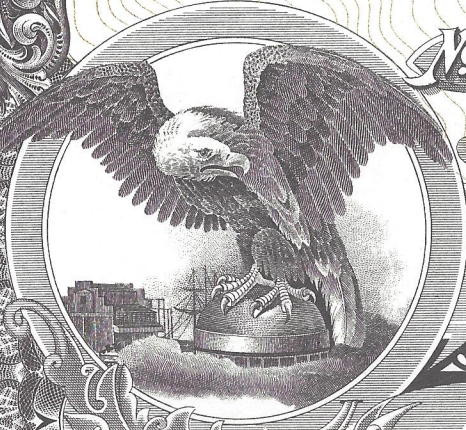
SHARES

EACH

INCORPORATED UNDER THE LAWS OF

No. 343

Shares - Eight



The Godding Ditch Company

THIS CERTIFIES THAT

- Cottonwood Colorado Residential, LLC, a
Colorado limited liability company - is the owner of
- Eight - Shares of each of the Capital Stock of

transferable only on the books of the Corporation by the holder
hereof in person or by Attorney, upon surrender of this Certificate
properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be
signed by its duly authorized officers and to be sealed with the Seal of the Corporation

this 17th day of March, 2021 A.D.


Secretary


President

SHARES

EACH

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.c

Discussion/Action

Meeting Date: November 10, 2021

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 21-111: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE COTTONWOOD RESIDENTIAL LLC NATIVE WATER CREDIT PURCHASE AGREEMENT

SUMMARY

As part of the Native Water Dedication Agreement process, staff has been working with several developers who own native water rights that may be used to fulfill water dedication requirements for developments in Firestone.

The Cottonwood Hollows developer is Alberta Development Partners, LLC, which owns shares of the Godding Ditch Company and has worked with Town staff on the Native Water Dedication Agreement before the Board. In addition to the native water credits that will be determined through the investigation period of the Native Water Dedication Agreement, the Developer will utilize the 74.67 acre-feet of water credits that were made available through the Water Credit Purchase Agreement dated February 8, 2018, between the Town of Firestone and Mortgage Consultants, LLC and transferred to Alberta Development Partners, LLC on January 13, 2021. Alberta Development Partners, LLC will need additional water to fully satisfy the Town's water dedication requirements for the land being developed in Cottonwood Hollows. The Town staff worked with Alberta on this Native Water Credit Purchase Agreement to offer the purchase of Native Water Credit from water rights the Town currently owns. The Town staff determined that the opportunity to purchase 155 Native Water Credits to be used on the Developer's land will allow the development to have enough water to satisfy water dedication requirements needed for this development to be platted.

HISTORY AND PREVIOUS BOARD ACTION

There has been no previous Board action on this item. There has been discussion with the Board as to the continued development of the Town of Firestone's water portfolio for the purpose of acquiring water rights that developments in the Town will be able to pay the Town for the use of water credits to satisfy water dedication requirements.

RECOMMENDATION

Staff recommends approval of Resolution 21-111, a resolution approving the Native Water Credit Purchase Agreement between the Town of Firestone and Alberta Development Partners, LLC for native water credits to satisfy the water dedication requirement for development in the Town of Firestone.

ALTERNATIVES

The Board may choose not to approve Resolution 21-111 and provide staff with additional direction.

ATTACHMENTS

1. 21-111 Cottonwood Water Credit Purchase Agm Res
2. Native Water Credit Purchase Agreement_Cottonwood Hollow_CCR Executed
3. EXHIBIT 1 DEL CAMINO EAST ANNX

FINANCIAL CONSIDERATIONS

Upon execution of the Agreement, the Developer will pay the Town \$5,812,500.00 for 155 Native Water Credits. All fees will be paid to the Town of Firestone Water Activity Enterprise fund.

RESOLUTION NO. 21-111

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING THE COTTONWOOD RESIDENTIAL LLC NATIVE
WATER CREDIT PURCHASE AGREEMENT**

WHEREAS, Chapter 1.08 of the Firestone Municipal Code (“Code”) requires land developers to agree to dedicate a certain amount of “water rights” and/or “shares” before annexing new land into the Town of Firestone; and

WHEREAS, pursuant to the Code, a land developer must dedicate “water rights” and/or “shares” in payment of water connection charges and before recording a subdivision plat and/or receiving a building permit (“Water Rights Dedication”); and

WHEREAS, Cottonwood Colorado Residential LLC (“Buyer”) is a land use applicant who has agreed to dedicate “water rights” and/or “shares” to Firestone pursuant to an Annexation Agreement dated December 10, 1998, and described as the Del Camino East PUD Annexation (“Annexation Agreement”), and must actually dedicate those “water rights” and/or “shares” prior to recording a final subdivision plat or receiving a building permit; and

WHEREAS, Buyer is the owner of and seeking to develop certain lands within the Town of Firestone, as more fully described and depicted on the attached Exhibit 1 (“Property”) which is made a part of this resolution; and

WHEREAS, Buyer has need for additional “water rights” and/or “shares” to fulfill Buyer’s water dedication requirements for the planned development on the Property; and

WHEREAS, the Town of Firestone owns certain water rights, which it has offered to Buyer in the form of Native Water Credits to assist Buyer in achieving Buyer’s water dedication requirements pursuant to the Code; and

WHEREAS, Buyer is interested in purchasing the Native Water Credits from the Town of Firestone as set forth in this Agreement.

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

The Native Water Credit Purchase Agreement between the Town of Firestone and Cottonwood Residential LLC 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:

APPROVED AS TO FORM:

Jessica Koenig, CMC Town Clerk

William P. Hayashi, Town Attorney

NATIVE WATER CREDIT PURCHASE AGREEMENT

This Native Water Credit Purchase Agreement ("Agreement"), made and entered into this 4 day of November, 2021 ("Effective Date"), by and between The Town of Firestone ("Firestone") and Cottonwood Colorado Residential, LLC, a Colorado limited liability company ("Buyer") whose address is c/o Alberta Development Partners, LLC 5750 DTC Parkway, Suite 210, Greenwood Village, CO 80111 ("Buyer");

RECITALS

WHEREAS, the Firestone Municipal Code ("Code") requires land developers to agree to dedicate a certain amount of "water rights" and/or "shares" before annexing new land into Firestone; and

WHEREAS, pursuant to the Code, a land developer must actually dedicate "water rights" and/or "shares" in payment of water connection charges and before recording a subdivision plat and/or receiving a building permit (the "Water Rights Dedication"); and

WHEREAS, Buyer is a land use applicant who has agreed to dedicate "water rights" and/or "shares" to Firestone pursuant to an Annexation Agreement dated December 10, 1998 and described as the Del Camino East PUD Annexation ("Annexation Agreement"), and must actually dedicate those "water rights" and/or "shares" prior to recording a final subdivision plat or receiving a building permit; and

WHEREAS, Buyer is the owner of certain lands within the Town of Firestone, as more fully described and depicted on Exhibit 1 (the "Property"), which Buyer is seeking to develop; and

WHEREAS, Buyer has need for additional "water rights" and/or "shares" to fulfill Buyer's water dedication requirements for the planned development on the Property; and

WHEREAS, Firestone owns certain water rights, which it has offered to Buyer in the form of Native Water Credits to assist Buyer in achieving Buyer's water dedication requirements pursuant to the Code; and

WHEREAS, Buyer is interested in purchasing the Native Water Credits from Firestone as set forth in this Agreement; and

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual agreement, and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged by both Parties, the Parties agree as follows:

1. Recitals. The foregoing Recitals are incorporated herein as if fully set forth.
2. Native Water Credits. A "Native Water Credit" shall be equivalent to one acre-foot of water as needed for Buyer's water dedication requirements pursuant to the Code. The Native Water Credits are derived from water rights which are currently owned by Firestone. The Native Water Credits shall be used solely for Buyer's water dedication requirements as described herein.
3. Purchase Price. Buyer agrees to pay the "Purchase Price" of \$37,500.00 per Native Water Credit for each of the 155 Native Water Credits purchased (the "Credits Purchased"), for a total Purchase Price of Five Million Eight Hundred Twelve Thousand Five Hundred dollars and no cents (\$5,812,500.00). The Purchase Price is due and payable on the Effective Date of this Agreement.
4. Dedication. The Native Water Credits purchased by Buyer herein shall be deemed automatically dedicated to Firestone, at the execution of this Agreement, and Firestone acknowledges and agrees that the Credits Purchased fulfills and satisfies a portion of the Water Rights Dedication requirement under the Code and as set forth in the Annexation Agreement as necessary for Buyer to obtain all final plats for the Property.
5. No Assignment. This Agreement shall not be assigned by Buyer without written approval from Firestone, but the Water Rights Dedication shall accrue for the benefit of Buyer's successors in interest as fee title owner(s) of all or portions of the Property. The Native Water Credits described herein are non-transferable and may only be assigned due to a sale or conveyance of the Property by Buyer. If unforeseen circumstances occur that result in Buyer needing less than all of the Native Water Credits acquired by this Agreement for the final plat of the Property (the "Excess Water Credits"), Firestone and Buyer hereby agree that the Native Water Credits shall automatically and proportionately void upon recordation of a final plat for the Property with respect to the Excess Credits. If any Native Water Credits are voided due to recordation of final plat of the Property, Firestone shall remit the equivalent of the Purchase Price for the Excess Credits.
6. Plant Investment Fee. While the dedication of the Native Water Credits to the Town will satisfy Buyer's Water Rights Dedication, in order to receive taps for building permits on the Property, Buyer or future owner shall pay a Plant Investment Fee and/or Tap Fee. Buyer or future owner's obligation to pay such fees are in no way affected by the execution of this Agreement.
7. No Third Party Beneficiary Status. Nothing in this Agreement shall be construed as assigning all or any portion of any agreement in which Firestone is a party nor any of the benefits derived therefrom.

8. Entire Agreement. This Agreement represents the complete agreement between the Parties and no oral modification shall be recognized. Any amendment or additions shall be made in writing signed by both parties.

9. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, administrators, successors, and assigns.

11. Jurisdiction and Venue. This Agreement shall be governed, and its terms construed under the laws of the State of Colorado and venue shall be in the County of Weld.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first above written

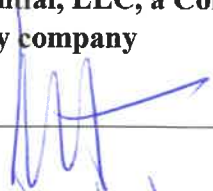
TOWN OF FIRESTONE

By: _____

Print: _____

Title: _____

**BUYER: Cottonwood Colorado
Residential, LLC, a Colorado limited
liability company**

By:  _____

Print: DAVID G PROBST

Title: AUTHORIZED SIGNATORY

EXHIBIT 1

DEL CAMINO EAST PUD ANNEXATION

A TRACT OF LAND LOCATED IN THE SOUTHWEST 1/4 OF
SECTION 11 AND THE NORTH 1/2 OF SECTION 14 TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD,
STATE OF COLORADO. CONTAINING 233.100 ACRES

NOTES:

- BEARINGS SHOWN ON THE ACCOMPANYING PLAT ARE BASED ON THE ASSUMPTION THAT THE NORTH LINE OF THE NW1/4 OF SECTION 14, T2N, R68W OF THE 6TH P.M., BEARS S00°00'00"W AS MONUMENTED AND SHOWN HEREON.
- THIS MAP IS PREPARED EXCLUSIVELY FOR ANNEXATION PURPOSES ONLY. BOUNDARY LINE INFORMATION SHOWN ON THIS ANNEXATION MAP IS BASED ON LAND SURVEY PLAT PREPARED BY ALBERS, DREXEL & POHLY, INC. FOR PROJECT 28--1, DATED MAY 18, 1996.
- FOUND #5 REBAR WITH 1-1/2 INCH ALUMINUM CAP MARKED "PLS 25614" AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.

EXISTING ZONING:

WELD COUNTY PUD

PROPOSED ZONING:

TOWN OF FIRESTONE PUD

TOTAL AREA:

233.100 ACRES

TOTAL BOUNDARY:

18231.67 FEET

BOUNDARY CONTIGUOUS WITH TOWN OF FIRESTONE:

3430.33 FEET

MINIMUM ALLOWABLE CONTIGUITY (1/6TH BOUNDARY):

3038.82 FEET

NOTICE:

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

OWNERS:

DEL CAMINO EAST LLP
c/o RUSTY GREEN
P.O. BOX 3466
BOULDER, CO. 80307
(719) 495-2500

FLOODPLAIN INFORMATION:

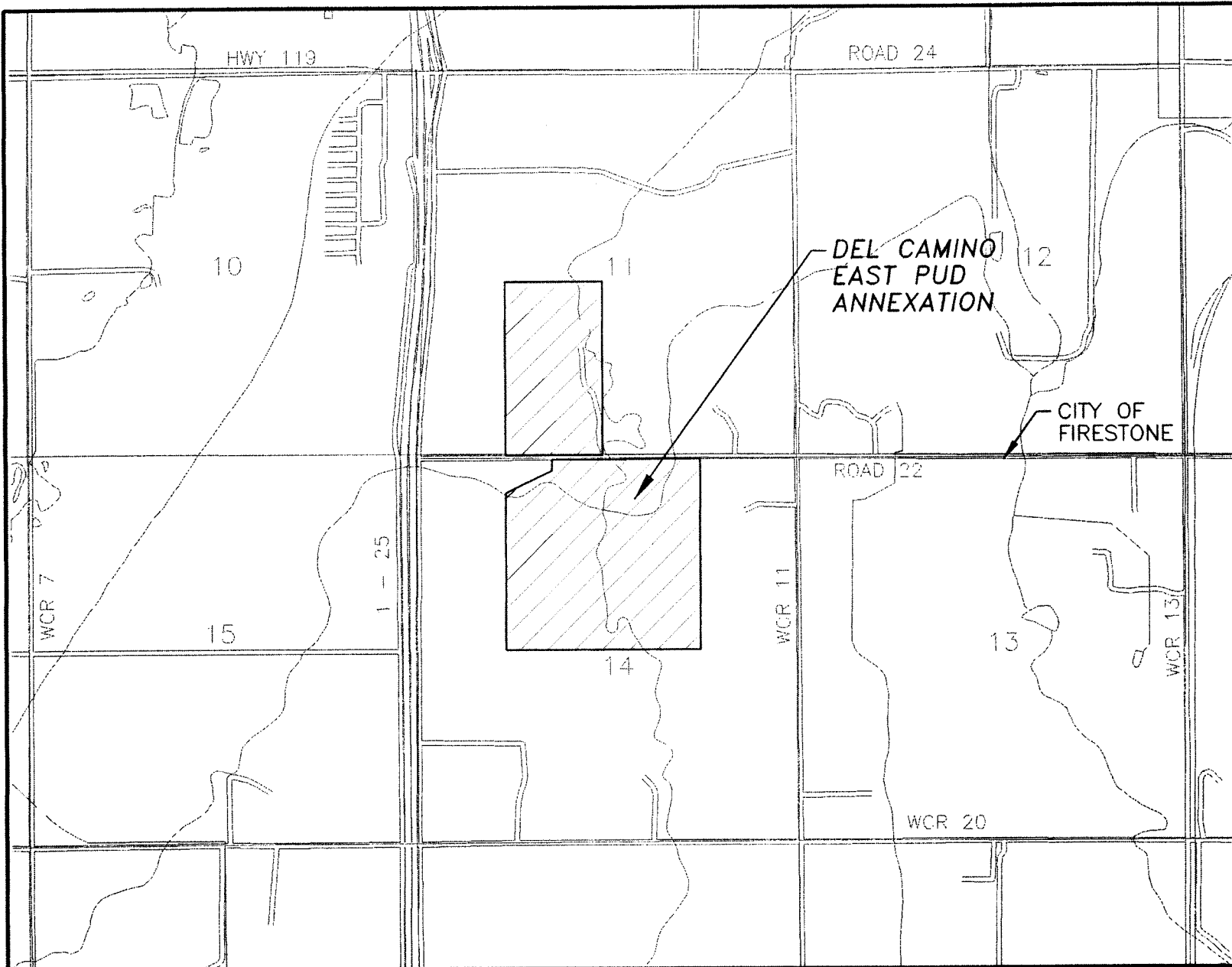
PROPOSED FLOODPLAIN IS APPROVED BY FEMA C.L.O.M.R..

SURVEYED BY:

FRANK N. DREXEL
ALBERS, DREXEL & POHLY, INC.
320 1/2 MAIN ST.
LONGMONT, CO. 80501
(303) 682-1131

DATE OF PREPARATION:

JUNE 2, 1999



VICINITY MAP
SCALE: 1"=2000'

TOWN APPROVAL:

THIS IS TO CERTIFY THAT THE ANNEXATION PLAT OF DEL CAMINO EAST PUD ANNEXATION WAS APPROVED ON THE 11th DAY OF June, 1999, AND THAT THE MAYOR OF THE TOWN OF FIRESTONE ON BEHALF OF THE TOWN OF FIRESTONE, HEREBY ACKNOWLEDGES SAID ANNEXATION UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES THERON.

[Signature]
MAYOR



ATTEST:

[Signature]
TOWN CLERK

SURVEYOR'S CERTIFICATE:

I, FRANK N. DREXEL, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF THE PARCELS SHOWN HEREON IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF FIRESTONE, AND THAT THIS PLAT COMPLIES WITH SECTION 31-12-107(d), COLORADO REVISED STATUTES, CONCERNING ANNEXATION PLATS.

[Signature]
FRANK N. DREXEL
COLORADO REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 24305

DATE: June 2, 1999

LEGAL DESCRIPTION:

PARCEL A

A TRACT OF LAND LOCATED IN THE SW1/4 OF SECTION 11, T2N, R68W OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE N1/4 CORNER OF SECTION 14, T2N, R68W OF THE 6TH P.M., FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 14 BEARS S90°00'00"W, 2621.02 FEET (BASIS OF BEARING), THENCE S90°00'00"W, 1310.51 FEET ALONG THE NORTH LINE OF THE NW1/4 OF SAID SECTION 14 TO THE NORTHWEST CORNER OF THE E1/2 OF THE NW1/4 OF SAID SECTION 14; THENCE CONTINUING S90°00'00"W, 8.35 FEET ALONG THE NORTH LINE OF THE NW1/4 OF SAID SECTION 14; THENCE N00°15'51"W, 30.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF ROAD NO. 22 AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING N00°15'51"W, 2601.05 FEET;

THENCE S89°52'28"E, 21.39 FEET TO THE WEST LINE OF THE E1/2 OF THE SW1/4 OF SAID SECTION 11;

THENCE N00°01'11"E, 34.55 FEET ALONG THE WEST LINE OF THE E1/2 OF THE SW1/4 OF SAID SECTION 11 TO THE NORTHWEST CORNER OF THE E1/2 OF THE SW1/4 OF SAID SECTION 11;

THENCE S89°52'43"E, 1303.98 FEET ALONG THE NORTH LINE OF THE E1/2 OF THE SW1/4 OF SAID SECTION 11 TO THE C1/4 CORNER OF SAID SECTION 11;

THENCE S00°07'14"E, 2632.77 FEET ALONG THE EAST LINE OF THE SW1/4 OF SAID SECTION 11 TO THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD NO. 22;

THENCE S90°00'00"W, 1318.93 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD NO. 22 TO THE TRUE POINT OF BEGINNING.

AREA = 79.941 ACRES, MORE OR LESS.

AND,

PARCEL B

A TRACT OF LAND LOCATED IN THE E1/2 OF THE NW1/4 AND IN THE W1/2 OF THE NE1/4, ALL OF SECTION 14, T2N, R68W OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE N1/4 CORNER OF SAID SECTION 14, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 14 BEARS S90°00'00"W, 2621.02 FEET (BASIS OF BEARING), THENCE S00°07'03"E, 30.00 FEET ALONG THE EAST LINE OF THE NW1/4 OF SAID SECTION 14 TO THE SOUTH RIGHT-OF-WAY LINE OF ROAD NO. 22 AND THE TRUE POINT OF BEGINNING;

THENCE S90°00'00"W, 802.29 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID ROAD NO. 22 TO THE EAST LINE OF LOT A OF SAID EXEMPTION NO. 1313-14-2-RE1400, A RECORDED EXEMPTION LOCATED IN THE E1/2 OF THE NW1/4 OF SAID SECTION 14, COUNTY OF WELD, STATE OF COLORADO, ACCORDING TO THE PLAT RECORDED IN BOOK 1344 AS RECEPTION NO. 2297301 OF THE RECORDS OF WELD COUNTY, COLORADO;

THENCE S00°15'47"E, 297.70 FEET ALONG THE EAST LINE OF LOT A OF SAID RECORDED EXEMPTION NO. 1313-14-2-RE1400 TO AN ANGLE POINT THEREOF;

THENCE S64°18'44"W, 492.53 FEET ALONG THE SOUTHEASTERLY LINE OF LOT A OF SAID RECORDED EXEMPTION NO. 1313-14-2-RE1400 TO AN ANGLE POINT THEREOF;

THENCE S81°06'37"W, 64.07 FEET ALONG THE SOUTHERLY LINE OF LOT A OF SAID RECORDED EXEMPTION NO. 1313-14-2-RE1400 TO THE WEST LINE OF THE E1/2 OF THE NW1/4 OF SAID SECTION 14;

THENCE S00°15'33"E, 2107.72 FEET ALONG THE WEST LINE OF THE E1/2 OF THE NW1/4 OF SAID SECTION 14 TO THE SOUTHWEST CORNER OF THE E1/2 OF THE NW1/4 OF SAID SECTION 14;

THENCE N89°57'04"E, 1303.92 FEET ALONG THE SOUTH LINE OF THE E1/2 OF THE NW1/4 OF SAID SECTION 14 TO THE C1/4 CORNER OF SAID SECTION 14;

THENCE N89°55'17"E, 1317.54 FEET ALONG THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 14 TO THE SOUTHEAST CORNER OF THE W1/2 OF THE NE1/4 OF SAID SECTION 14;

THENCE N00°18'06"E, 2624.12 FEET ALONG THE EAST LINE OF THE W1/2 OF THE NE1/4 OF SAID SECTION 14 TO THE SOUTH RIGHT-OF-WAY LINE OF SAID ROAD NO. 22;

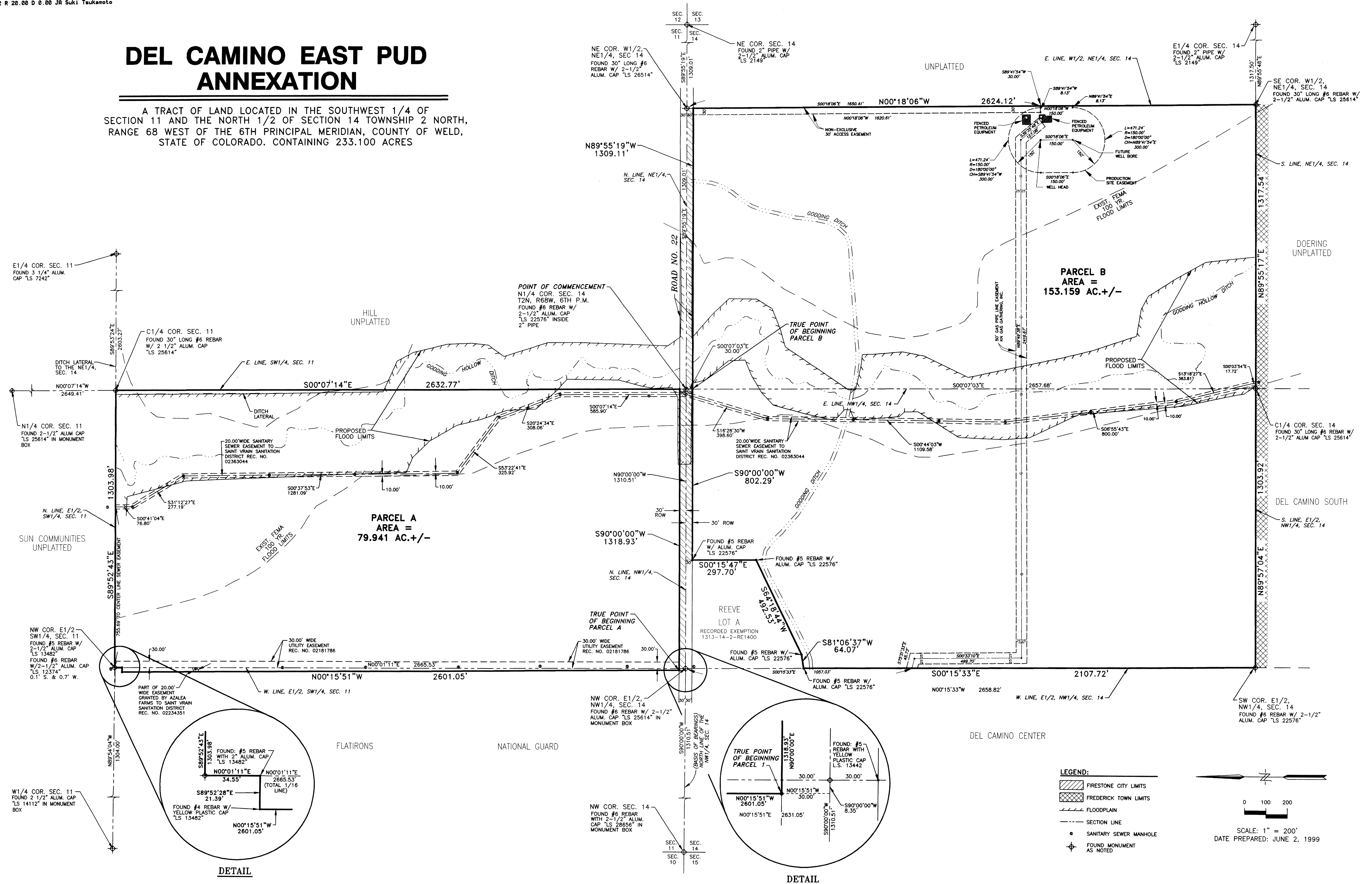
THENCE N89°55'19"W, 1309.11 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID ROAD NO. 22 TO THE EAST LINE OF THE NW1/4 OF SAID SECTION 14 AND THE TRUE POINT OF BEGINNING.

AREA = 153.159 ACRES, MORE OR LESS.

TOTAL AREA = 233.100 ACRES, MORE OR LESS.

DEL CAMINO EAST PUD ANNEXATION

A TRACT OF LAND LOCATED IN THE SOUTHWEST 1/4 OF
SECTION 11 AND THE NORTH 1/2 OF SECTION 14 TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD,
STATE OF COLORADO. CONTAINING 233.100 ACRES



**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.d

Discussion/Action

Meeting Date: November 10, 2021

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 21-112: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE FIRST AMENDMENT OF PART 2B CONSTRUCTION PHASE OF THE TOWN OF FIRESTONE AND INTEGRATED WATER SERVICES INC.'S ST. VRAIN WATER TREATMENT PLAN PROJECT AGREEMENT

SUMMARY

The construction contract for the St Vrain Water Treatment Plant with Integrated Water Services, Inc. has been awarded in three parts. Part 1 was pre-construction services, Part 2A was site work, procurement, and deferred design, and Part 2B was the remainder of the construction services. The Board approved the award of Part 2B in September 2020 via Resolution 20-89. It was recently discovered that the form of Agreement included in the Board packet for that evening, and the form that was subsequently executed by the Town, was not the correct version. The Agreement included in the packet was an earlier DRAFT that had the correct contract price but had a number of blanks and, most importantly, the incorrect construction completion deadline. The attached Agreement is the final version prepared by the Engineer and signed by the Contractor, and it is the version that should have been included in the packet and executed by the Town.

HISTORY AND PREVIOUS BOARD ACTION

On September 23, 2020, the Board of Trustees approved Resolution 20-89 awarding the Part 2B Construction Phase of the St. Vrain Water Treatment Plant to Integrated Water Services, Inc.

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached resolution approving the correct form of the Part 2B Agreement for the construction of the St Vrain Water Treatment plant with Integrated Water Services, Inc.

ALTERNATIVES

NA

ATTACHMENTS

1. 21-112 IWS First Amended Part 2B Agm Res
2. D-525 Agreement Cost Plus (Part 2B)(v2)

FINANCIAL CONSIDERATIONS

None

RESOLUTION NO. 21-112

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE FIRST AMENDMENT OF PART 2B CONSTRUCTION PHASE OF THE TOWN OF FIRESTONE AND INTEGRATED WATER SERVICES INC.'S ST. VRAIN WATER TREATMENT PLAN PROJECT AGREEMENT

WHEREAS, by adoption of Resolution No. 19-54, the Board of Trustees of the Town of Firestone ("Board") approved an Agreement between the Town of Firestone and Integrated Water Services, Inc., ("IWS") for the St. Vrain Water Treatment Plant Project ("Project") under which IWS's first task was to provide design services; and

WHEREAS, by adoption of Resolution No. 20-56, the Board, in accordance with the Agreement entered into Part 2A Initial Construction Services by which the Town of Firestone ("Town") issued IWS a Notice of Award, accepted IWS's Price Proposal, executed a Notice to Proceed, and approved the parties' Construction Manager Risk on the basis of Cost-Plus Agreement; and

WHEREAS, by adoption of Resolution No. 20-89, the Board issued IWS a Notice of Award for Part 2B Construction Phase of the Agreement; and

WHEREAS, it has since been determined that the agreement set forth in Resolution No. 20-89 was a draft and the parties now desire to adopt the intended final agreement as set forth in the First Amendment of Part 2B Construction Phase of the Town of Firestone and Integrated Water Services Inc.'s St. Vrain Water Treatment Plant Project Agreement ("First Amendment") which is attached hereto and made a part of this resolution; and

WHEREAS, the substantive changes to the First Amendment are that the Substantially Complete Work date is 355 calendar days, not 480 calendar days, as set forth in the adopted Part 2B agreement, and that the amount of liquidated damages for completion of the remaining work is \$4,000 per day instead of the unspecified amount in the adopted Part 2B agreement; and

WHEREAS, the Total Cost of Work, Construction Manager at Risk Fees, and Guaranteed Maximum Price set forth in the adopted Part 2B remain unchanged.

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

The First Amendment to Part 2B Construction Phase of the St. Vrain Water Treatment Plant Project Agreement between the Town of Firestone and Integrated Water Services, Inc., is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the First Amendment 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

**D-525 - AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
AT RISK ON THE BASIS OF COST-PLUS
(PART 2B – CONSTRUCTION PHASE)**

THIS AGREEMENT is by and between Town of Firestone (“Owner”), and
Integrated Water Services (“Construction Manager at Risk”).

PROJECT INFORMATION

Project: St. Vrain Water Treatment Plant.

Construction Manager at Risk Contract: St. Vrain Water Treatment Plant (“Contract”).

Engineer: Owner has retained Plummer Associates, Inc. (“Engineer”) for the performance of professional engineering services for this project.

Owner and Construction Manager at Risk hereby agree as follows:

ARTICLE 1 – THE WORK

1.01 General Description of Work

A. Construction Manager at Risk shall complete all Work as specified or indicated in the Contract. The Work is generally described as the construction of the following:

1. The proposed Project includes construction of a new greenfield water treatment facility (WTF) to treat alluvial and future surface water sources to provide potable water for municipal supply. The WTF processes will include pretreatment using flocculation and sedimentation, filtration using pressurized ultrafiltration (UF) followed by reverse osmosis (RO), corrosion control, and disinfection using chlorination. Multiple chemical feed systems are required to support these processes.
2. Phase 1 design flow is 1.5 million gallons per day (MGD) with multiple equipment components sized and planned for a future Phase 2 expansion to 5 MGD. The UF system has been pre-procured by the Town of Firestone; the procurement contract with the Seller, Evoqua, will be assigned to the Contractor. The RO system has not been pre-procured and will be selected by the Contractor with Engineer approval.
3. Site infrastructure will include water storage tanks, yard piping, dewatering system, recycle pond, stormwater pond, connection to water, sanitary, and dry utilities, parking and driveway areas. The proposed plant building is approximately 19,500 square feet and a metal building with metal roof. An additional metal building, approximately 1,300 square feet will provide limestone storage. Multiple below grade concrete basins are proposed inside the plant footprint.

ARTICLE 2 – CONTRACT TIMES

2.01 Time of the Essence

A. All time limits for Construction Manager at Risk’s attainment of Milestones, if any, Substantial Completion, and completion and readiness for final payment, as stated in the Contract

Documents, are of the essence of the Contract.

2.02 *Contract Times: Dates*

A. NOT USED

2.03 *Contract Times: Days*

- A. Construction Manager at Risk shall substantially complete the Work within 355 calendar days after Notice to Proceed Part 2B.
- B. Construction Manager at Risk shall have the Work completed and ready for final payment, in accordance with Paragraph 14.06 of the General Conditions, within 60 days after the Substantial Completion Date.

2.04 *Liquidated Damages*

- A. Construction Manager at Risk and Owner recognize that time is of the essence as stated in Paragraph 2.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 3.02 above, as such may be revised in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving, in a lawsuit or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Construction Manager at Risk agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Construction Manager at Risk shall pay Owner \$ \$4000/day for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 2.02.A above for Substantial Completion until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Construction Manager at Risk shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Construction Manager at Risk shall pay Owner \$4000/day for each day that expires after such time until the Work is completed and ready for final payment.
 3. *Liquidated damages:* failing to timely attain Substantial Completion, final completion, and Milestones (if applicable) are not additive, and will not be imposed concurrently. Liquidated damages for failing to attain Substantial Completion shall take precedence.
 4. Milestones: NOT USED.
- B. NOT USED.

ARTICLE 3 – CONTRACT PRICE

3.01 *Cost-Plus-Fee*

- A. Owner shall pay Construction Manager at Risk for completion of the Work in accordance with the Contract Documents the Cost of the Work plus Construction Manager at Risk's fee, both of which shall be determined as provided in Articles 4 and 5 below, subject to additions and deletions as provided in the Contract, and subject to the limitations set forth in Article 6 below.

ARTICLE 4 – COST OF THE WORK

4.01 *Costs and Documentation*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by Construction Manager at Risk in the proper performance of the Work. Such costs shall not include any of the costs itemized in Paragraph 4.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Construction Manager at Risk in the performance of the Work under schedules of job classifications agreed upon by Owner and Construction Manager at Risk in advance of the subject Work.
 - a. Such employees shall include without limitation superintendents, foremen, and other personnel employed full-time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages (including overtime wages) plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto. The expenses of performing Work outside the hours or days permitted by this Contract shall be included in the above to the extent such performance of Work is authorized by Owner.
 - b. Such employees shall also include engineers, engineering technicians, architects, and others providing Design Professional Services as employees of Construction Manager at Risk. For purposes of this Paragraph 4.01.A.1, Construction Manager at Risk shall be entitled to payment for such employees an amount equal to salary costs times a factor of 1.05 for all services performed or furnished by such employees engaged on the Project.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Construction Manager at Risk unless Owner deposits funds with Construction Manager at Risk with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Construction Manager at Risk shall make provisions so that they may be obtained.
 3. Cost of permits obtained by Construction Manager at Risk.
 4. Payments made by Construction Manager at Risk to Construction Subcontractors for Work performed or furnished by such Construction Subcontractors. If any subcontract provides that the Construction Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Construction Subcontractor's Cost of the Work and fee shall be determined in the same manner as Construction Manager at Risk's Cost of the Work and fee.
 5. Costs for Construction Manager's equipment including trucks, tools, forklift and other equipment used for the Work.
 6. Payments made by Construction Manager at Risk under any purchase (procurement) contract assigned to Construction Manager at Risk by Owner.
 7. Costs of special consultants (not including Project Design Professionals), including but not

limited to testing laboratories, attorneys, and accountants, retained for services specifically related to the Work.

8. Supplemental costs including the following items:
- a. The proportion of necessary transportation, travel and subsistence expenses of Construction Manager at Risk's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Construction Manager at Risk.
 - c. Rentals of all construction or engineering equipment and machinery and the parts thereof whether rented from Construction Manager at Risk or others in accordance with rental agreements approved by Owner, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Construction Manager at Risk is liable, imposed by Laws or Regulations.
 - e. Deposits lost for causes other than negligence of Construction Manager at Risk, any Construction Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses, damages, and related expenses caused by damage to the Work not compensated by insurance or otherwise, sustained by Construction Manager at Risk in connection with the furnishing and performance of the Work provided they have resulted from causes other than the negligence of Construction Manager at Risk, any Construction Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Construction Manager at Risk's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. Cost of premiums for all Bonds and insurance Construction Manager at Risk is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Construction Manager at Risk's officers, executives, principals (of partnerships and sole proprietorships), general managers, estimators, attorneys, auditors, accountants, purchasing and contracting agents,

expeditors, timekeepers, clerks, and other personnel employed by Construction Manager at Risk whether at the Site or in Construction Manager at Risk's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 4.01.A.1, all of which are to be considered administrative costs covered by the Construction Manager at Risk's fee.

2. Expenses of Construction Manager at Risk's principal and branch offices other than Construction Manager at Risk's office at the Site.
3. Any part of Construction Manager at Risk's capital expenses, including interest on Construction Manager at Risk's capital employed for the Work and charges against Construction Manager at Risk for delinquent payments.
4. Costs due to the negligence of Construction Manager at Risk, any Construction Subcontractor, Engineer or other Project Design Professionals, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind, and the costs of any item not specifically and expressly included in Paragraph 4.01.A.

C. Total Cost for Work

1.	Cost of Work Part 2A Base Bid	\$ <u>4,413,271</u>
2.	Cost of Work Part 2A Geotechnical Allowance	\$ <u>92,000</u>
3.	Cost of Work Part 2A Contingency	\$ <u>242,487</u>
4.	Cost of Work Part 2A Winter Contingency	\$ <u>95,080</u>
5.	Cost of Work Part 2B Base Bid	\$ <u>11,021,127</u>
6.	Cost of Work Part 2B Contingency	\$ <u>605,610</u>
7.	The Total Cost of Work to Owner (Part 2A plus 2B)	\$ <u>16,469,575</u>

ARTICLE 5 – CONSTRUCTION MANAGER AT RISK'S FEE

5.01 *Determination of Fee*

A. NOT USED.

- B. **Construction Manager at Risk's fee** shall be a fixed fee of \$ 1,527,553 which shall be subject to increases or decreases for changes in the Work as provided in Paragraph 7.01.

1.	CMAR Fixed Fee Part 2A	\$ <u>436,472</u>
2.	CMAR Fixed Fee Part 2B	\$ <u>1,091,081</u>

ARTICLE 6 – GUARANTEED MAXIMUM PRICE

6.01 *Guaranteed Maximum*

- A. Construction Manager at Risk guarantees that the maximum amount payable by Owner for the sum of the Cost of the Work including the Construction Manager at Risk's fee will not exceed **\$ 17,997,128** ("**Guaranteed Maximum Price**") subject to increases or decreases for changes in the Work. The Guaranteed Maximum Price is inclusive of the following:

1. Cost of Work (minus previous payments by Owner) Part 2A and Part 2B
\$ 16,469,575
2. Construction Manager at Risk's lump sum fixed fee Part 2A and Part 2B
\$ 1,527,553

6.02 *Allocation of Savings*

- A. NOT USED.

ARTICLE 7 – CHANGES IN THE CONTRACT PRICE

7.01 *General Price Change Provisions*

- A. The amount of any increases or decreases in Construction Manager at Risk's fee, in any Guaranteed Maximum Price, or in any Guaranteed Maximum Fee, which results from a Change Order shall be set forth in the applicable Change Order subject to the following:
1. If Construction Manager at Risk's fee is a fixed fee, any increase or decrease in the Construction Manager at Risk's fee resulting from net additions or decreases in the Cost of the Work shall be determined in accordance with Paragraph 11.05.D of the General Conditions, subject to any Guaranteed Maximum Price and the provisions of Paragraph 7.01.B.
- B. Wherever there is a Guaranteed Maximum Price or Guaranteed Maximum Fee:
1. In the case of net additions in the Work, the amounts of any increase in either Guaranteed Maximum (Price or Fee) shall be proportional to the increase in Contract Price for such additions to the Work, exclusive of any mark-ups for profit, overhead, or fees of Construction Manager at Risk, Construction Subcontractors, or Suppliers.
 2. In the case of net deletions in the Work, the amount of any decrease in either Guaranteed Maximum (Price or Fee) shall be proportional to the decrease in Contract Price for such deletions to the Work.

7.02 *Changes in Contract Price Based on Cost of the Work*

- A. If the price of Design Professional Services covered by a Change Order or an adjustment in the Contract Price is determined on the basis of Cost of the Work, then for such Design Professional Services (exclusive of reimbursable expenses, if any) the Engineer, Project Design Professional, or other design entity performing the Design Professional Services (regardless of tier) may invoice no more than the direct labor cost of each employee providing services multiplied by a factor of ____, which covers labor costs, overhead, and profit.

- B. If the value of Work covered by a Change Order or an adjustment in the Contract Price is determined on the basis of Cost of the Work, and involves Work performed under Construction Subcontracts or Design Agreements, the allowable mark-ups on lower tier invoices shall be limited as stated in Paragraph 11.05.D.2.c and d of the General Conditions.

ARTICLE 8 – PAYMENT PROCEDURES

8.01 *Submittal and Processing of Payments*

- A. Construction Manager at Risk shall submit Applications for Payment for processing by Owner in accordance with Article 14 of the General Conditions.

8.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Construction Manager at Risk's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraphs 8.02.A.1 and 8.02.A.2 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. For Cost of the Work: Progress payments on account of the Cost of the Work will be made:
 - a. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
 - 1) 95 percent Cost of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Owner, and if the character and progress of the Work have been satisfactory to Owner, then as long as the character and progress of the Work remain satisfactory to Owner, there will be no additional retainage; and
 - 2) 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Construction Manager at Risk to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

- C. Notwithstanding the provisions above, no retainage shall be withheld with respect to the portion of an Application for Payment pertaining to engineering, design, and other professional services.

- D. For Construction Manager at Risk's fee: Progress payments on account of the Construction Manager at Risk's fee will be made as follows:

1. If Construction Manager at Risk's fee is a fixed fee, payments prior to Substantial Completion will be in an amount equal to 95 percent of such fee earned to the date of

the approved Application for Payment (less in each case payments previously made on account of such fee) based on the progress of the Work measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work on the number of units completed), and upon Substantial Completion in an amount sufficient to increase total payments to Construction Manager at Risk on account of his fee to 100 percent of Construction Manager at Risk's fee. In the event there is no Schedule of Values the progress of the Work will be measured as provided elsewhere in the Contract.

2. If Construction Manager at Risk's fee is a percentage fee, payments prior to Substantial Completion will be in an amount equal to N/A percent of such fee (less in each case payments previously made on account of such fee) based on the Cost of the Work completed, and upon Substantial Completion in an amount sufficient to increase total payments to Construction Manager at Risk on account of that fee to N/A percent of Construction Manager at Risk's fee.

8.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.06 of the General Conditions, Owner shall pay the final amount due.

ARTICLE 9 – INTEREST

9.01 *Interest Rate*

- A. All amounts not paid when due shall bear interest at the rate of 1.0 percent per annum, or if applicable at the rate stated in a governing prompt payment statute.

ARTICLE 10 – CONSTRUCTION MANAGER AT RISK'S REPRESENTATIONS

10.01 *Representations*

- A. Construction Manager at Risk makes the following representations for Owner's reliance:
 1. Construction Manager at Risk has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Construction Manager at Risk has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Construction Manager at Risk is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Construction Manager at Risk has carefully studied all: (a) reports of explorations and tests of subsurface conditions at or adjacent to the Site, and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that Owner has identified or made available to Construction Manager at Risk, especially with respect to Technical Data in such reports and drawings, and (b) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site, that Owner has identified or made available to Construction Manager at Risk, especially with respect to Technical Data in such reports and drawings.

5. Construction Manager at Risk has considered the information known to Construction Manager at Risk itself, and to Construction Subcontractors and Project Design Professionals that Construction Manager at Risk has selected as of the Effective Date; information commonly known to design professionals, design-builders, and contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings (if any) identified in the Contract Documents or otherwise made available to Construction Manager at Risk, with respect to the effect of such information, observations, and documents on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Construction Manager at Risk; and (c) Construction Manager at Risk's safety precautions and programs.
6. Based on the information and observations referred to in the preceding paragraph, Construction Manager at Risk agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary prior to entry into the Contract at the Contract Price, subject to the Contract Times.
7. Construction Manager at Risk is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
8. Construction Manager at Risk has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Construction Manager at Risk has discovered in the Contract Documents, and the written response from Owner is acceptable to Construction Manager at Risk.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Construction Manager at Risk's entry into this Contract constitutes an incontrovertible representation by Construction Manager at Risk that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 11 – ACCOUNTING RECORDS

11.01 Maintaining and Preserving Cost Records

- A. Construction Manager at Risk shall keep such full and detailed accounts of materials incorporated and labor, services, and equipment utilized for the Work as may be necessary for proper financial management under this Agreement, in accordance with generally accepted accounting principles. Subject to prior written notice, Owner shall be afforded reasonable access during normal business hours to all Construction Manager at Risk's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to cost-based or time-based compensation or reimbursement of any type or description, including but not limited to change order pricing and the Cost of the Work. Construction Manager at Risk shall preserve all such documents for a period of three years after the final payment by Owner.

ARTICLE 12 – CONTRACT DOCUMENTS

12.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 12, inclusive).
 2. Performance bond (pages 1 to 6, inclusive).
 3. Payment bond (pages 1 to 6, inclusive).
 4. Other bonds: **None**.
 5. General Conditions (pages 1 to 72, inclusive).
 6. Supplementary Conditions (pages 1 to 6, inclusive).
 7. Construction Documents
 8. Addenda: **None**.
 9. Agreement Between Buyer-Seller for Procurement Contracts
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Work Change Directives.
 - b. Change Orders.
 - c. Record Drawings and Record Specifications.
 11. Other exhibits to this Agreement (enumerated as follows):
- B. The documents listed in Paragraph 12.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 13 – MISCELLANEOUS

13.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and Supplementary Conditions.

13.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on the other party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

13.03 *Successors and Assigns*

- A. Owner and Construction Manager at Risk each binds itself, its successors, assigns, and legal

representatives to the other party hereto, and its successors, assigns, and legal representatives, in respect to all covenants, agreements, and obligations contained in the Contract.

13.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Construction Manager at Risk, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

13.05 *Construction Manager at Risk's Certifications*

- A. Construction Manager at Risk certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 13.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the bidding process or in the Contract execution.
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

13.06 *Other Provisions*

- A. Contract to be Assigned:
1. The contract between Owner as "Buyer" and Evoqua Water Technologies as "Seller" for procurement of goods and special services ("procurement contract") for Membrane System Procurement – Town of Firestone Water Treatment Plant is hereby assigned to Construction Manager to Risk by Owner, and Construction Manager at Risk accepts such assignment. A form documenting the assignment is attached as an exhibit to this Agreement.
 2. This assignment will occur on the Effective Date of the Agreement and will relieve the Owner as "Buyer" from all further obligations and liabilities under the procurement contract. Construction Manager at Risk will assume full responsibility for the performance of "Seller" as Construction Manager at Risk's Subcontractor or Supplier. Notwithstanding this assignment, all performance guarantees and warranties required by the procurement contract will continue to run for the benefit of the Owner and, in addition, for the benefit of the Construction Manager at Risk. Except as noted in the agreement between "Buyer" and "Seller," all rights, duties and obligations of Engineer to "Buyer" and "Seller" under

the "procurement contract" will cease.

3. A copy of the assigned procurement contract is attached.

B. Incorporation of Agreement Part 2A:

1. With execution of this Agreement for Part 2B Construction Phase services, the Agreement for Part 2A Construction Phase services becomes null and void. All pricing, payments, and scope related to Part 2A will roll into Part 2B. Therefore, Part 2B is fully inclusive of Part 2A and Part 2B.

IN WITNESS WHEREOF, Owner and Construction Manager at Risk have signed this Agreement. This Agreement will be effective on _____ (which is the Effective Date of the Contract).

CONSTRUCTION MANAGER AT RISK:

OWNER:

Integrated Water Services

Town of Firestone

By: _____

By: _____

Name: David Patton

Name: Bobbi Sindelar

Title: President

Title: Mayor

[If Construction Manager at Risk is a corporation, partnership, LLC, or a joint venture, attach evidence of authority to sign. In the case of a joint venture, expand the signature section to accommodate execution of the Agreement by an authorized representative of each joint venturer.]

[If Owner is a corporation, partnership, or LLC, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.]

Attest: _____

Attest: _____

Name: Jeff Thomas

Name: _____

Title: Vice President

Title: _____

Email: jthomas@integratedwaterservices.com

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.e

Discussion/Action

Meeting Date: November 10, 2021

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 21-113: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 1 TO THE FIRST AMENDMENT TO PART 2B CONSTRUCTION PHASE OF THE TOWN OF FIRESTONE AND INTEGRATED WATER SERVICES INC.'S ST. VRAIN WATER TREATMENT PLANT AGREEMENT

SUMMARY

The terms of the construction contract for the St Vrain Water Treatment Plant with Integrated Water Services, Inc. requires the project to be completed by December 24, 2021. The Contractor has been working diligently on the project but several issues beyond their control are extending the date at which they will have the work completed. Delays related to the design and manufacture of the metal building, permitting delays, weather delays, and supply delays for some of the project materials and equipment are all contributing to the work completion being extended into April 2022. Attached is Change Order No. 1 to the construction contract to extend the Substantial Completion Date to April 5, 2022, and the Final Completion Date to April 25, 2022.

HISTORY AND PREVIOUS BOARD ACTION

On June 26, 2019, The Board of Trustees approved Resolution 19-54 awarding a Construction Manager At Risk (CMAR) contract for the St. Vrain Water Treatment Plant to Integrated Water Services, Inc.

On May 27, 2020, the Board of Trustees approved Resolution 20-56 awarding the Part 2A construction contract for the St. Vrain Water Treatment Plant to Integrated Water Services, Inc.

On September 23, 2020, the Board of Trustees approved Resolution 20-89 awarding the Part 2B construction contract for the St. Vrain Water Treatment Plant to Integrated Water Services, Inc.

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached resolution approving Change Order No. 1 to the construction contract for the St Vrain Water Treatment Plant with Integrated Water Services, Inc. and authorize the Mayor to execute the change order on behalf of the Town.

ALTERNATIVES

NA

ATTACHMENTS

1. 21-113 IWS Change Order #1_First Amended Part 2B Agmt Res
2. W2020-9523 St Vrain WTP Construction CO 1 (signed)
3. Building Progress (2021.11.02)

FINANCIAL CONSIDERATIONS

This change order does not change the contract price, only the contract time.

RESOLUTION NO. 21-113

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 1 TO THE
FIRST AMENDMENT TO PART 2B CONSTRUCTION PHASE OF THE TOWN
OF FIRESTONE AND INTEGRATED WATER SERVICES INC.'S ST. VRAIN
WATER TREATMENT PLANT AGREEMENT**

WHEREAS, because of conditions and circumstances beyond the control of Integrated Water Services Inc. ("IWS"), it has incurred delays in the performance of its duties for the St. Vrain Water Treatment Plant Project ("Project") ; and

WHEREAS, such delays necessitate that the First Amendment to Part 2B Construction Phase of the Town of Firestone and Integrated Services Inc.'s St. Vrain Water Treatment Plant Agreement be amended, specifically that Contract Times, for Substantial Completion be extended from October 25, 2021, to April 4, 2022, and Final Payment be extended from December 24, 2021, to April 25, 2022, as set forth in the attached Change Order No. 1.

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

Change Order No. 1 to the First Amendment to Part 2B Construction Phase of the Town of Firestone and Integrated Water Services Inc.'s St. Vrain Water Treatment Plant Agreement is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Change Order on behalf of the Town.

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

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

D-941 - CHANGE ORDERChange Order No. 01

Owner: Town of Firestone

Contractor: Integrated Water Services, Inc.

Engineer: Plummer Associates, Inc.

Project: St. Vrain Water Treatment Plant

The Contract is modified as follows upon execution of this Change Order.

Description:

1. Extension of contract time due to project delay.

Attachments: None

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:	Original Contract Times: <u>355</u> for substantial completion and <u>60</u> days for final from Part 2B NTP on 11/4/2020
\$: <u>17,997,128</u>	Substantial Completion: <u>10/25/2021</u>
	Ready for Final Payment: <u>12/24/2021</u> (calendar days or dates)
Increase / Decrease from previously approved Change Orders No. <u> </u> to No. <u> </u> :	Increase / Decrease from previously approved Change Orders No. <u> </u> to No. <u> </u> :
\$: <u>0</u>	Substantial Completion: <u>N/A</u>
	Ready for Final Payment: <u>N/A</u> (calendar days)
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$: <u>17,997,128</u>	Substantial Completion: <u>355</u> days from Part 2B NTP
	Ready for Final Payment: <u>Additional 60 days</u> (calendar days or dates)
Increase / Decrease of this Change Order:	Increase / Decrease of this Change Order:
\$: <u>0</u>	Substantial Completion: <u>161</u> additional calendar days
	Ready for Final Payment: <u>21</u> calendar days from substantial (calendar days or dates)
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$: <u>17,997,128</u>	Substantial Completion: <u>April 4, 2022</u>
	Ready for Final Payment: <u>April 25, 2022</u> (calendar days or dates)

RECOMMENDED:

By:



Engineer (Authorized Signature)

Print Name:

Kelly Fearney

Title:

Project Manager, Plummer

Date: 11/1/2021

ACCEPTED:

By:

Owner (Authorized Signature)

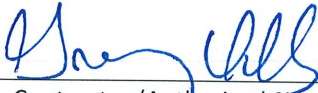
Print Name:

Title:

Date:

RECEIVED:

By:



Contractor (Authorized Signature)

Print Name:

GREG DILLS

Title:

COO

Date:

11/1/21

APPROVED:

By:

Funding Agency (Authorized Signature)

Print Name:

Title:

Date:



AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.f

Discussion/Action

Meeting Date: November 10, 2021

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 21-114: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 5 FOR THE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND HUDICK EXCAVATING INC. REGARDING THE FIRESTONE RESERVOIR NO. 1 SUPPLY AND DELIVERY INFRASTRUCTURE PROJECT

SUMMARY

Change Order No. 5 to the construction contract will accomplish three items:

- 1) Add in riprap slope protection for the permitter of the reservoir.
- 2) Adjust the construction contract price for changes to elements of the electrical system directed by the Owner.
- 3) Adjust the contract time as a result of additional work, delays in getting roof trusses for both pump stations, and weather delays.

Operation of the reservoir will require that it not remain full at all times. As a result of this, the slopes of the reservoir are subject to erosion from wave action. To protect the slopes, the Town has planned and budgeted for the installation of riprap protection on the upper portion of the interior permitter of the reservoir. In order to complete this work as expeditiously as possible so that the reservoir can be filled in 2022, the staff is recommending adding this work to the contract for the rest of the Reservoir 1 infrastructure.

Two changes needed to be made to the scope of the electrical work being done with the pump stations. The first change increases the length of the electrical service work to connect the two pump stations to the United Power transformers. The original design assumed we would have United Power extend their service up to the buildings, but due to the timing of the United Power work, we decided to shorten their work so that it did not conflict with the installation of the pump station structures. The second change is specific to the Tower Pump Station and involves the addition of junction boxes that our pump supplier has recommended to improve the safety and flexibility of terminating power to individual pumps for service work or replacement.

HISTORY AND PREVIOUS BOARD ACTION

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

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached resolution approving Change Order No. 5 to the construction contract for Firestone Reservoir No. 1 Supply and Delivery Infrastructure with Hudick Excavating, Inc. and authorize the Mayor to execute the change order on behalf of the Town.

ALTERNATIVES

The Board could choose to postpone the installation of the slope protection.

ATTACHMENTS

1. 21-114 HEI Change Order #5 Res
2. W2020-9529 Reservoir 1 CO 5 (signed)
3. Slope Protection Exhibit

FINANCIAL CONSIDERATIONS

The change order will increase the project cost by \$1,486,567.89 and will be paid from the Water Fund. Most of the change order is the cost of the slope protection, which was a budgeted cost of \$1,445,000 in the 2021 Budget.

RESOLUTION NO. 21-114

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 5 FOR THE
AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND HUDICK
EXCAVATING INC. REGARDING THE FIRESTONE RESERVOIR NO. 1
SUPPLY AND DELIVERY INFRASTRUCTURE PROJECT**

WHEREAS, to protect the slopes of Reservoir No. 1, the Town of Firestone ("Town") has budgeted funds for the installation of riprap protection of the upper portion of the interior of the Reservoir; and

WHEREAS, to ensure this is completed before the Reservoir is filled in 2022, staff requested that Hudick Excavating Inc, ("HEI") submit a bid, which came in under staff's budgeted cost; and

WHEREAS, there was also additional electrical work required for the Pump Stations, which included additional junction boxes recommended by the pump supplier; and

WHEREAS, due to delays caused by both weather and the obtaining of roof trusses for both pump stations, the Contract Time must also be adjusted.

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

Change Order No. 5 for the Town of Firestone and Hudick Excavating Inc.'s Firestone Reservoir No. 1 Supply and Delivery Infrastructure Agreement is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Change Order on behalf of the Town.

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

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

CHANGE ORDER

No. 5PROJECT Firestone Reservoir No. 1 Supply and Delivery Infrastructure ProjectDATE OF ISSUANCE 10/29/2021 EFFECTIVE DATE _____OWNER Town of FirestoneOWNER'S Contract No. W2020-9529CONTRACTOR HEI Civil ENGINEER Stantec

You are directed to make the following changes in the Contract Documents.

Description:

- 1.) Add Line Item 71-Transformer Location Change with units of LS. Unit Price equal to \$48,170.05. Total quantity equal to 1-LS. Resulting line item equal to \$48,170.05
- 2.) Add Line Item 74-Excavate Slope and Haul with units of CY. Unit Price equal to \$3.65. Total quantity equal to 15,925-CY. Resulting line item equal to \$58,126.25
- 3.) Add Line Item 75-Riprap Bedding Material with units of CY. Unit Price equal to \$84.00. Total quantity equal to 6,825-CY. Resulting line item equal to \$573,300.00
- 4.) Add Line Item 76-Class VL Riprap with units of CY. Unit Price equal to \$86.00. Total quantity equal to 9,100-CY. Resulting line item equal to \$782,600.00
- 5.) Add Line Item 77-Seeding with units of AC. Unit Price equal to \$1,835.00. Total quantity equal to 6-AC. Resulting line item equal to \$11,010.00
- 6.) Add Line Item 93-Tower Pump Junction Boxes with units of LS. Unit Price equal to \$12,478.59. Total quantity equal to 1-LS. Resulting line item equal to \$12,478.59
- 7.) Add Line Item 94-Heavy Duty Door Closer with units of LS. Unit Price equal to \$883.00. Total quantity equal to 1-LS. Resulting line item equal to \$883.00

Attachments: None

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Substantial Completion: <u>365</u>
\$ <u>7,016,948.45</u>	Ready for final payment: <u>410</u>
	days or dates
Net changes from previous Change Orders No. <u>1</u> to <u>4</u>	Net changes from previous Change Orders No. <u>1</u> to <u>4</u>
\$ <u>1,011,498.20</u>	<u>0</u>
	days
Contract Price prior to this Change Order	Contract Times prior to this Change Order
\$ <u>8,028,446.65</u>	Substantial Completion: <u>365</u>
	Ready for final payment: <u>410</u>
Net Increase (decrease) of this Change Order	Net Increase (decrease) of this Change Order
\$ <u>1,486,567.89</u>	<u>59</u>
	days
Contract Price with all approved Change Orders	Contract Times with all approved change Orders
\$ <u>9,515,014.54</u>	Substantial Completion: <u>441 [January 24, 2022]</u>
	Ready for final payment: <u>469 [February 21, 2022]</u>

RECOMMENDED

APPROVED

ACCEPTED

By: Massaro, Pamela
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: [Signature]
Contractor (Authorized Signature)

Date: 10/29/2021

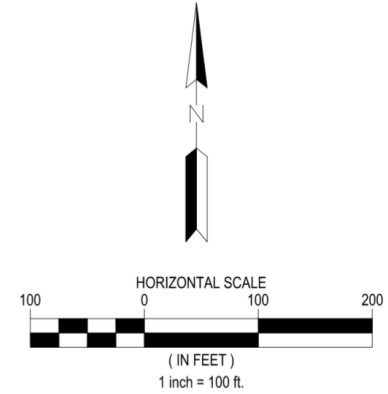
Date: _____

Date: 11-2-2021

This **CHANGE ORDER**, when executed, constitutes a modification to the **CONTRACT**. The Contractor accepts this change order as full compensations for the additional work and any delays to the project caused by this **CHANGE ORDER**.

5/20/2021 1:12:58 PM

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LEGEND

---	NORMAL HIGH WATER LINE
---	DEAD POOL
---	EXISTING MINOR CONTOUR
---	EXISTING MAJOR CONTOUR
---	EROSION PROTECTION AREA 1
---	EROSION PROTECTION AREA 2
---	EROSION PROTECTION AREA 3

NOTES

1. D50=6" RIPRAP RECOMMENDED FOR INSTALLATION IN EROSION PROTECTION AREA 1
2. D50=6" RIPRAP RECOMMENDED FOR INSTALLATION IN EROSION PROTECTION AREA 2
3. D50=6" RIPRAP NOT RECOMMENDED FOR INSTALLATION IN EROSION PROTECTION AREA 3



PROJECT PARTNER:

acuity, llc



RESERVOIR NO.1
TOWN OF FIRESTONE
FIRESTONE, WELD COUNTY COLORADO

DATE	DESCRIPTION	BY
5/20/21	REPORT	

DATE	DESCRIPTION	BY
5/20/21	REPORT	

FIGURE 1

LEGEND

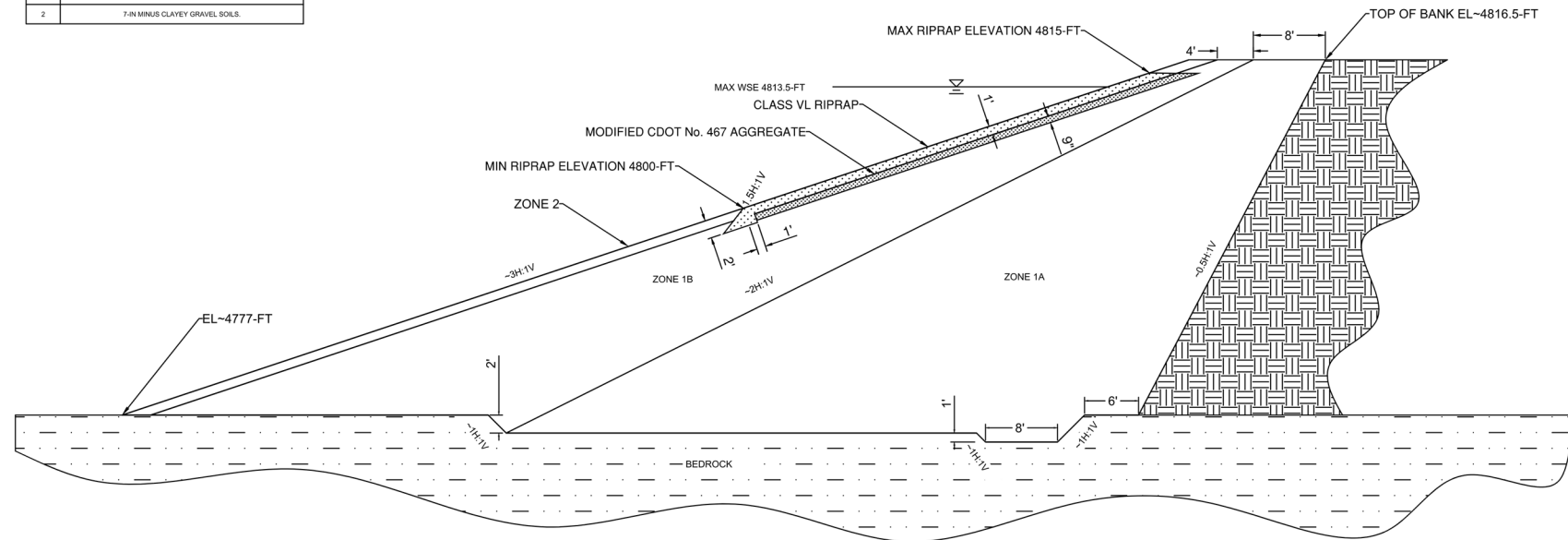
	NATIVE SANDS AND GRAVEL WITH OVERBURDEN CLAYS
	BEDROCK

NOTES:

- 1) MATERIAL EXTENTS SHOWN ARE APPROXIMATE TAKEN FROM BEST AVAILABLE DATA.
- 2) REPLACE ZONED FILL TO MATCH EXTENTS SHOWN AND TIE INTO EXISTING.
- 3) SEE SECTION 02150 AND APPENDIX B FOR ADDITIONAL INFORMATION.

MATERIAL LEGEND	
ZONE	DESCRIPTION
1-A	5-IN MINUS CLAYEY SOILS
1-B	5-IN MINUS CLAYEY SANDY SOILS
2	7-IN MINUS CLAYEY GRAVEL SOILS

TYPICAL EXISTING RESERVOIR EMBANKMENT SECTION (BASE AND TOP ELEVATIONS VARY)



14	CONSTRUCTION	JTP	MJK	10/12/20	SEAL
13	ADDENDUM	JTP	MJK	08/26/20	
12	BID SET	JTP	MJK	07/17/20	
11	CONSTRUCTION	JTP	MJK	04/24/20	
10	100% SUBMITTAL	JTP	MJK	03/05/20	
9	90% SUBMITTAL	JTP	MJK	01/10/20	
8	REVISED PRELIMINARY PLANS	T.A.	MJK	11/27/19	
REV	REVISION DESCRIPTION	DWN	APP	REV DATE	

SUB CONSULTANT



Responsive partner. Exceptional outcomes.

PRIME CONSULTANT

acuity, llc

PROJECT TITLE
FIRESTONE RESERVOIR NO.1



SHEET TITLE
TYPICAL EXISTING RESERVOIR EMBANKMENT

DWN BY JTP	CHKD MJK	APPD MJK	DWG DATE OCTOBER 2020
PROJECT NO. B5435-0006	SHEET NO. G-007	SCALE AS SHOWN	REV NO. 14

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.g

Discussion/Action

Meeting Date: November 10, 2021

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 21-115: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 1 TO THE TOWN OF FIRESTONE AND E-Z EXCAVATING INC.'S AGREEMENT FOR THE INSTALLATION OF A POTABLE WATERLINE AND APPURTENANCES FOR THE ST. VRAIN WATER TREATMENT PLANT TRANSMISSION PIPELINE PROJECT

SUMMARY

Firestone entered into a construction contract with EZ Excavating for the installation of the transmission pipeline that will convey water from the St. Vrain Water Treatment Plant to the Town's distribution system (Resolution 21-85). After the award of the contract, the valve supplier notified EZ and the Town that due to delays in the manufacture of the large 18" Butterfly Valves needed for the project, they could not start supplying valves to the job site until December and January. The project can not wait to start that late because the pipeline would not be completed in time to be able to take water from the treatment plant. We have worked with the contractor to eliminate some redundant valves and to develop a strategy to build "thru" the valves and then come back and cut the valves in once they are delivered. The task of coming back and cutting in the new valves is an additional expense of both equipment and manpower that is beyond the scope of work as it was bidded and the contractor is entitled to an increase in the contract amount to cover those costs. Change Order No. 1 reduces the total number of valves in the project and adds in the necessary unit costs and quantities to allow for the valves to be cut in once they are delivered.

HISTORY AND PREVIOUS BOARD ACTION

On July 14, 2021, the Board of Trustees approved Resolution 21-85, awarding the construction contract for the St Vrain WTP Pipeline Project to E-Z Excavating, Inc.

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached resolution approving Change Order No. 1 to the construction contract for the St Vrain WTP Pipeline Project with E-Z Excavating, Inc. and authorize the Mayor to execute the change order on behalf of the Town.

ALTERNATIVES

NA

ATTACHMENTS

1. 21-115 E-Z Excavating Change Order 1 Res
2. W2020-9524.04 Change Order 1
3. Butterfly_Valves - SV Pipeline

FINANCIAL CONSIDERATIONS

Change Order No. 1 increases the contract amount by \$84,603.40 and will be paid from the Water Fund.

RESOLUTION NO. 21-115

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING CHANGE ORDER NO. 1 TO THE TOWN OF FIRESTONE
AND E-Z EXCAVATING INC.'S AGREEMENT FOR THE INSTALLATION OF A
POTABLE WATERLINE AND APPURTENANCES FOR THE ST. VRAIN WATER
TREATMENT PLANT TRANSMISSION PIPELINE PROJECT**

WHEREAS, by adoption of Resolution No. 21-85 the Town of Firestone ("Town") entered into an agreement with E-Z Excavating Inc., ("EZ") for the installation of a transmission pipeline to convey water from the St. Vrain Water Treatment Plant to the Town's water distribution system; and

WHEREAS, after being awarded the contract, EZ was notified that because of manufacturing delays the valves necessary for the pipeline would not be available until December 2021 and January 2022; and

WHEREAS, such a delay would undermine the operation of the entire St. Vrain Water Treatment Plant Project ("Project") as it would prohibit the transmission of water from the St. Vrain Water Treatment Plant; and

WHEREAS, to avoid this, the Project's team has worked with EZ to eliminate some valves and build thru the valves, which would be "cut in" when they become available; and

WHEREAS, the "cut in" of the valves is an additional expense in both equipment and manpower beyond the Agreement's scope of work and EZ should be compensated for such costs and has thus submitted a Change Order that subtracts the cost of the deleted valves, but adds the additional equipment and manpower costs.

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

Change Order No. 1 to the Town of Firestone and E-Z Excavating Inc.'s Agreement, for the installation of a potable waterline and appurtenances, for the St. Vrain Water Treatment Plant Transmission Pipeline Project is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute Change Order No. 1 on behalf of the Town.

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

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

SECTION 00941 CHANGE ORDER

No. **001**

Date of Issuance: 2021.10.11 Effective Date: 2021.10.11

Project: St. Vrain WTP Transmission Pipeline Project – Phase 1	Owner: Town of Firestone	Owner's Contract No.: W2020-9524.04
Contract: St. Vrain WTP Transmission Pipeline Project – Phase	Date of Contract: 2021.07.14	
Contractor: EZ Excavating Inc.	Engineer's Project No.: 227704289	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

- 1) Due to supply shortages of butterfly valves (BFV), butterfly valves shall be installed upon arrival and cut-in as necessary in order maintain the construction schedule.
- 2) Reduce line Item #11 quantity to 12.

Attachments (list documents supporting change):

Attachment A – Valve Pricing Breakout R1

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 3,480,936.00

Increase/Decrease from previously approved Change
Orders No. 0 to No. 0:

\$ 0.00

Contract Price prior to this Change Order:

\$ 3,480,936.00

Increase of this Change Order:

\$ 84,603.40

Contract Price incorporating this Change Order:

\$ 3,565,539.40

RECOMMENDED:

By: Massaro, Pamela
Engineer (Authorized Signature)

Date: 10/12/2021
Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contract (Authorized Signature)

Date: _____

Date: _____

Digitally signed by Nic Tiller
E=ntiller@ezexcavating.com
O="E-Z Excavating, Inc",
OU=Project Management,
CN=Nic Tiller
Date: 2021.10.20
08:40:07-06'00'

EJCDC C-941 Change Order

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

00941 - 1



E-Z Excavating, Inc

8123 Indian Peaks Ave

Frederick, CO 80516

P (303) 772-8121

F (303) 250-9618

To:	Town Of Firestone, CO	Contact:	
Address:	151 Grant Ave. Firestone, CO	Phone:	
Project Name:	St. Vrain WTP - Phase 1 Valve Pricing Breakout R1	Bid Number:	2021-0498
Project Location:	Firestone, CO	Bid Date:	7/1/2021

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
--------	------------------	--------------------	------	------------	-------------

01 - Cut In Butterfly Valves

4.1	Traffic Control (TCS And Truck)	10.00	HR	\$110.00	\$1,100.00
4.2	Traffic Control (Devices)	12.00	DY	\$52.95	\$635.40
11	18-in Direct Bury Butterfly Valve	-17.00	EACH	\$6,800.00	(\$115,600.00)
11.1	Cut In 18" MJ Butterfly Valve & Box - Foreman W/Truck	120.00	HR	\$67.50	\$8,100.00
11.2	Cut In 18" MJ Butterfly Valve & Box - Operator	360.00	HR	\$57.50	\$20,700.00
11.3	Cut In 18" MJ Butterfly Valve & Box - Laborer	240.00	HR	\$52.50	\$12,600.00
11.4	Cut In 18" MJ Butterfly Valve & Box - 330 Excavator	120.00	HR	\$175.00	\$21,000.00
11.5	Cut In 18" MJ Butterfly Valve & Box - 950 Loader	120.00	HR	\$140.00	\$16,800.00
11.6	Cut In 18" MJ Butterfly Valve & Box - Water Truck	120.00	HR	\$95.00	\$11,400.00
11.7	Cut In 18" MJ Butterfly Valve & Box - Trench Boxes	120.00	HR	\$31.50	\$3,780.00
11.9	Cut In 18" MJ Butterfly Valve & Box - Valve	12.00	EACH	\$3,820.00	\$45,840.00
11.10	Cut In 18" MJ Butterfly Valve & Box - Sleeve	12.00	EACH	\$2,150.00	\$25,800.00
11.11	Cut In 18" MJ Butterfly Valve & Box - Misc Material	12.00	EACH	\$2,704.00	\$32,448.00

Total Price for above 01 - Cut In Butterfly Valves Items: \$84,603.40

Total Bid Price: \$84,603.40

Notes:

- EXCLUDED FROM THIS PROPOSAL are the following: Staking, Surveying, Engineering, Fees, Permits, Inspections, Plant Investment Fees, Tap Fees, Soils Testing, Landscaping, Winter Protection, Frost Removal, Rock Excavation, Dewatering, Snow Removal, Chemical Stabilization, Hazardous Materials Removal or Abatement, Signage, Striping, Rotomill and Overlay, Infrared Asphalt, Erosion Control, Export of Spoils, SWMP, Arrow Boards or Message Boards for Traffic Control, and Bond (Add 2% if reqd).
- E-Z Excavating is a civil contractor that prepares estimates based on our review of the civil drawings. Work or scope that is shown on drawings or documents other than the civil drawings is not typically included in our proposals. Pricing subject to review of final approved plans and Soils Report.
- Any soft or unstable areas will be corrected on an hourly basis at the direction of the Owner's Representative.
- Final billing will be based on actual field measured quantities installed.
- While every attempt will be made to ensure proper drainage, we cannot guarantee complete drainage in those areas with less than 2 percent slope. Small water puddles may occur.
- Proposal is based on the drawings dated ##/##/##
- PAYMENT FOR SERVICES: Net 10th. Finance charges of 1.5% per month will be charged on past due billings. All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications. Scope changes involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.
- This proposal is VALID for sixty (60) days from the date of Proposal above.
- The above prices, specifications, and conditions are satisfactory and are hereby accepted. E-Z Excavating is authorized to do the work as specified. Payment will be made as outlined above.
- Scheduling of the work is based on E-Z's current workload. Advanced notice of acceptance is appreciated and scheduling of the work will not be completed until after award of the project is received. The project is bid to lay pipe from the lowest to highest points, installed sequentially and uninterrupted from the lower to higher utility. Materials (pipe, aggregates, fuel) are subject to surcharges if there are dramatic changes in the prices.

- Due to an increase in Multi-Family litigation, E-Z Excavating will not perform work on any Multi-Family project without the Owner first procuring an OCIP insurance policy that covers E-Z Excavating and E-Z Excavating's scope of work.

ACCEPTED:

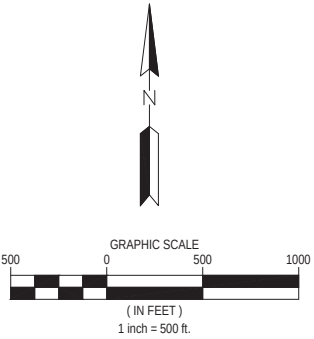
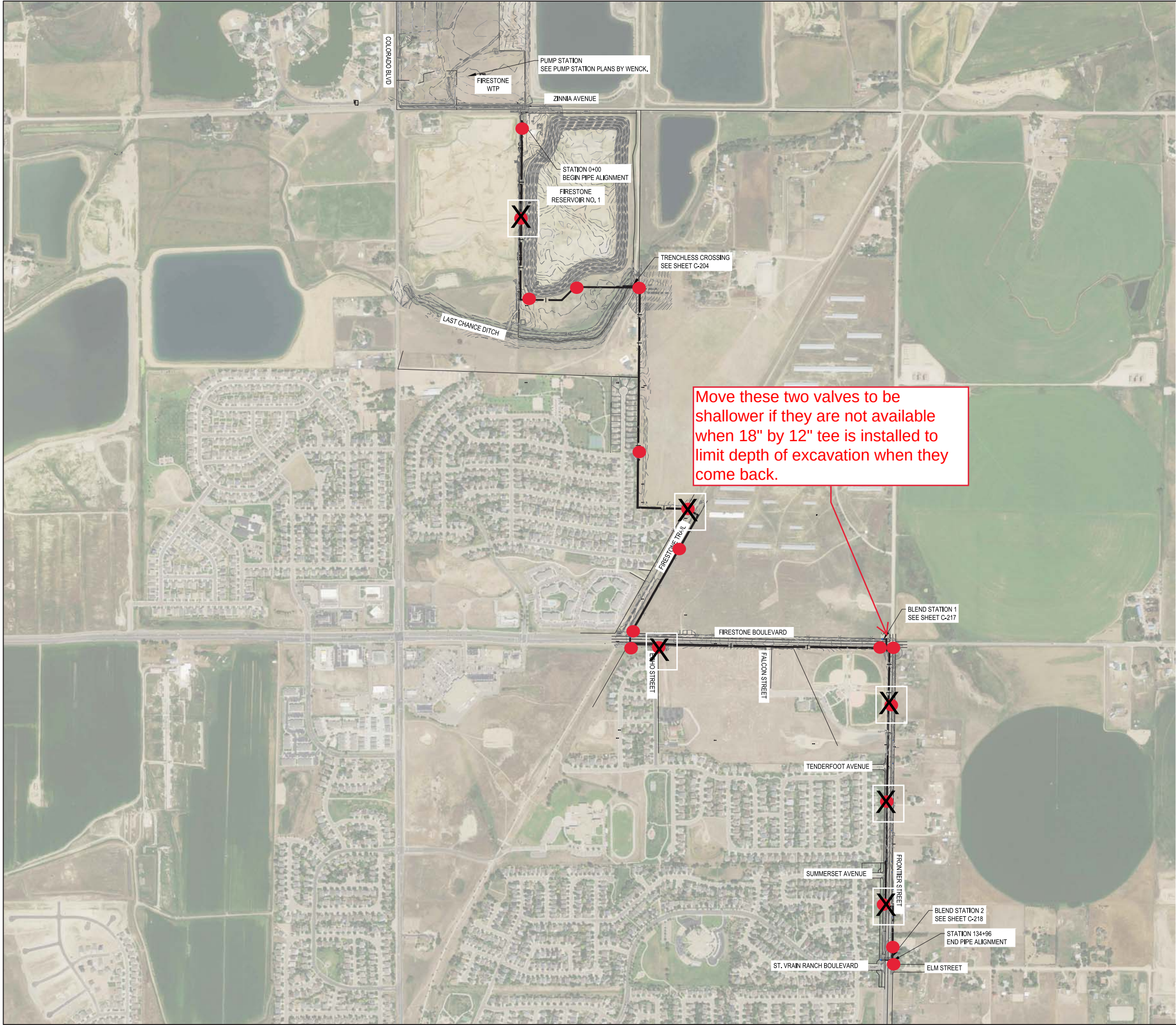
The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____**Signature:** _____**Date of Acceptance:** _____**CONFIRMED:****E-Z Excavating, Inc****Authorized Signature:** _____

Estimator: Kyle Herman
(303) 720-745-3331 kherman@ezexcavating.com

7/22/2021 4:50:10 PM

M:\3650-501 Firestone SWTP\Delivery Systems\DESIGN\CADD\PLANS\PROJECT MAP.dwg 7/22/2021 ROSHAN A. GREME



WENCK
now part of
Stantec

7000 YELLOWTAIL RD
SUITE 230
CHEYENNE, WY 82009
PHONE: 307-634-7848
FAX: 307-634-7851
WWW.WENCK.COM

PROJECT PARTNER:

acuity, llc

CLIENT:

FIRESTONE
COLORADO

PROJECT TITLE

**ST. VRAIN WTP TRANSMISSION
PIPELINE PROJECT - PHASE 1**

TOWN OF FIRESTONE
FIRESTONE, WELD COUNTY, COLORADO

DATE	DESCRIPTION	ISSUE NO.
6/2/2021	ISSUED FOR BID	1
07/22/2021	CONSTRUCTION SET	2

CERTIFICATION:

**COLORADO LICENSED
PROFESSIONAL ENGINEER**
49306
ROSAN A. GREME

PROJECT NO.: 6365-20-500

DWN BY: JTP CHK'D BY: RAG APP'D BY: MJK

ISSUE DATE: 07/22/2021

ISSUE NO.: 2

SHEET TITLE:

PROJECT MAP

SHEET NO.: **C-101**



AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.h

Discussion/Action

Meeting Date: November 10, 2021

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 21-116: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PURCHASE ORDER FOR PVC WATER PIPE FROM DANA KEPNER COMPANY, INC.

SUMMARY

One of the Town's design teams is completing the final design for the pipeline that will connect the Town's four alluvial wells on the FAST property to the St Vrain Water Treatment Plant. There is a significant shortage of PVC pipe that will be needed for the construction of the project. Firestone reached out to our pipe supplier, Dana Kepner Company, Inc., and they had enough pipe in stock for us to complete the project. Firestone issued a Purchase Order for the pipe in order to ensure that we would have it available as soon as construction is ready to start. The pipe has been delivered and staff needs authorization from the Board of Trustees to make payment to Dana Kepner.

HISTORY AND PREVIOUS BOARD ACTION

On January 8, 2020, the Board of Trustees approved Resolution 20-05 awarding the design and construction services contract for the development of an alluvial well field on the FAST (formerly Gould) Property.

On May 27, 2020, the Board approved Resolution 20-58 and Resolution 20-59 awarding a construction contract for three vertical alluvial wells on the FAST property.

On September 23, 2020, the Board of Trustees approved Resolution 20-88 awarding the construction contract for the installation of a horizontal well on the FAST property.

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached resolution authorizing payment of pipe materials provided by Dana Kepner Company, Inc. for the pending FAST Alluvial Pipeline Project.

ALTERNATIVES

NA

ATTACHMENTS

1. 21-116 Dana Kepner PVC Water Pipe Purchase Order Res
2. Dana Kepner PODR-18 Water Pipe 9-24-2021
3. Pipeline Exhibit

FINANCIAL CONSIDERATIONS

The purchase order totals \$43,746.50 and will be paid from the Water Fund.

RESOLUTION NO. 21-116

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING A PURCHASE ORDER FOR
PVC WATER PIPE FROM DANA KEPNER COMPANY, INC.**

WHEREAS, the St. Vrain Water Treatment Plant Project (“Project”) includes the construction of a pipeline that will connect the Town of Firestone (“Town”) alluvial wells on the Firestone Alluvial Supply Treatment (“FAST”) site to the St. Vrain Water Treatment Plant; and

WHEREAS, in recognition of the shortage of PVC pipe necessary for the Project, the Town collaborated with its supplier, Dana Kepner Company, Inc., (“Dana Kepner”) to secure the required pipe through a Purchase Order; and

WHEREAS, as Dana Kepner has delivered the pipe to the Town, payment of the Purchase Order is now due.

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

The Board of Trustees of the Town of Firestone approves payment of the Dana Kepner Company Inc., Purchase Order for PVC pipe in the amount of \$43,746.50, and the Mayor is authorized to execute any documents related therefor 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



PURCHASE ORDER

TOWN OF FIRESTONE

PO Box 100

Firestone, CO 80520-0100

Phone (303) 833-3291

PO #:

2021007

PO Date:

09/24/2021

To: 57 DANA KEPNER COMPANY, INC. PO BOX 710281 DENVER CO 80271-0281	Ship to: TOWN OF FIRESTONE 151 GRANT AVE PO BOX 100 FIRESTONE CO 80520
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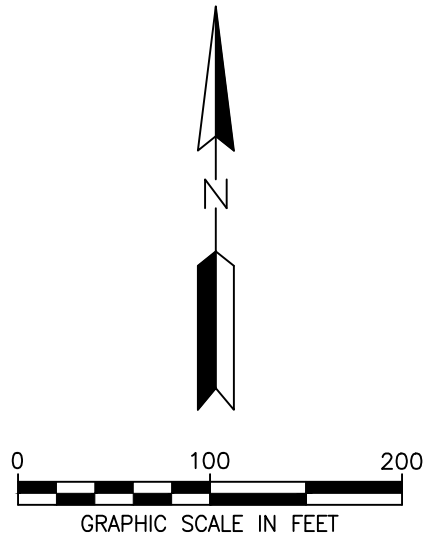
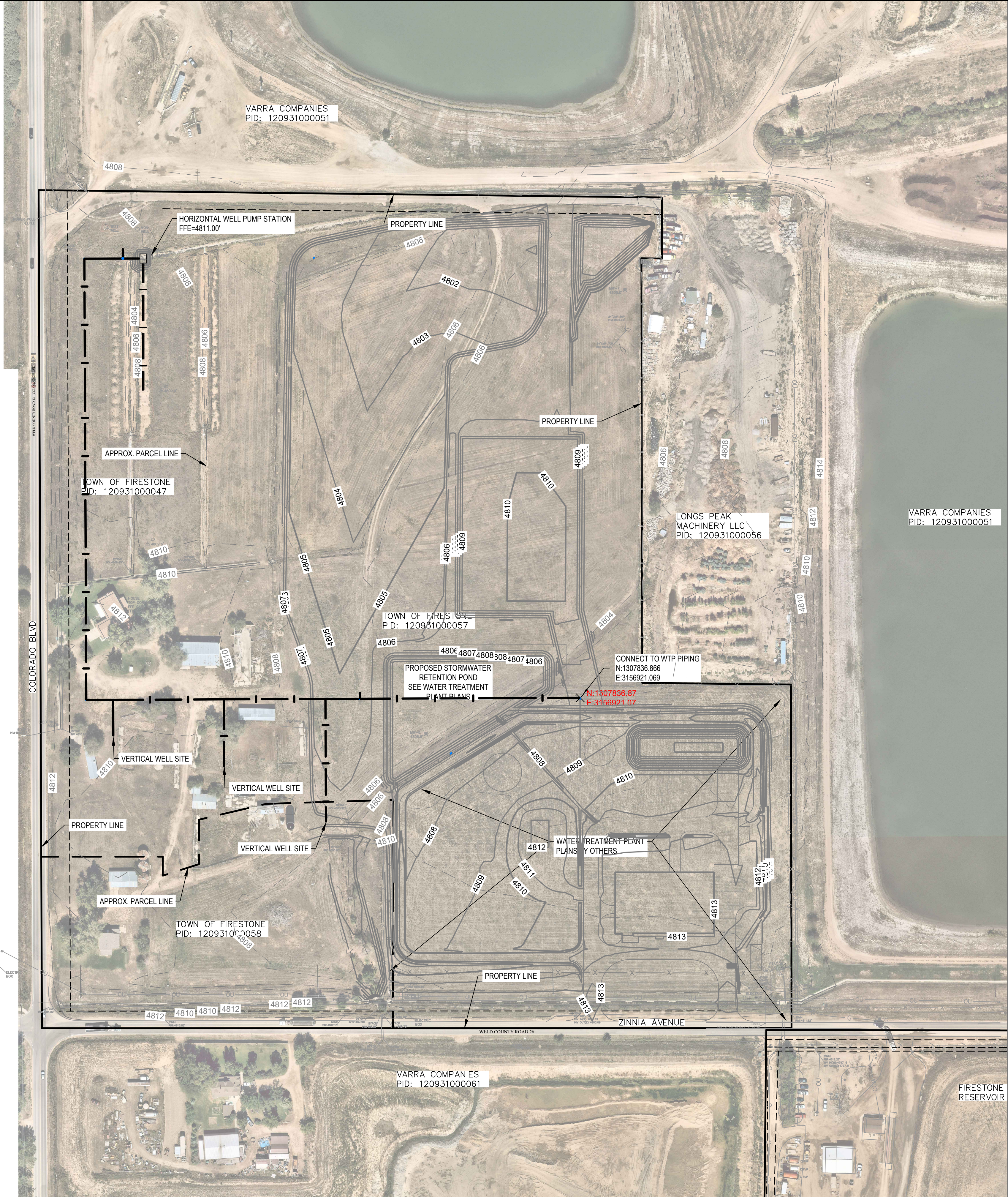
Required By Date	Created By	Requested By	Department
	jpasillas	Julie Pasillas	Public Works O&M

Qty	Part Number	Description	GL Account #	Unit Price	Total
1.00		DR-18 CLASS-235 C-900 PVC WATER PIPE 1	80.55.800.8450.9517.000	40,442.50	40,442.50
1.00		DR-18 CLASS-235 C-900 PVC WATER PIPE 4	80.55.800.8450.9517.000	3,304.00	3,304.00
PO Notes		SHIPPING & HANDLING			0.00
		TOTAL PO AMOUNT			43,746.50

Authorized Signature

10/7/2021 8:45:45 AM

Z:\227701472\drafting\DESIGN\CADD'S Plansheets\C-101 OVERALL SITE PLAN.dwg



now part of



4025 AUTOMATION WAY, BLDG E
FORT COLLINS, CO 80525
PHONE: 970-223-4705
FAX: 970-223-4706
WWW.WENCK.COM

PRIMARY CONSULTANT:

acuity, llc

CLIENT:



FIRESTONE HORIZONTAL WELL PROJECT CITY OF FIRESTONE WELD COUNTY, COLORADO

PROJECT TITLE

ISSUE NO.:

1

DESCRIPTION:

PRELIMINARY DESIGN

DATE:

10/7/2021

CERTIFICATION:

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE BOARD OF THE STATE OF COLORADO.

LICENSE NO.:

DATE:

PROJECT NO.: 227701472

DWN BY: SAG

CHK'D BY: KO

APP'D BY: PAKM

ISSUE DATE: 10/07/2021

ISSUE NO.: 1

SHEET TITLE:

OVERALL SITE MAP

SHEET NO.:

C-101

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.i

Discussion/Action

Meeting Date: November 10, 2021

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Motion to Cancel November 24, 2021 Board of Trustees Meeting

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.j

Discussion/Action

Meeting Date: November 10, 2021

Initiated By:

Dept: Finance

AGENDA TITLE

2022 Budget Recap

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS



TOWN OF FIRESTONE QUARTERLY FINANCIAL UPDATE

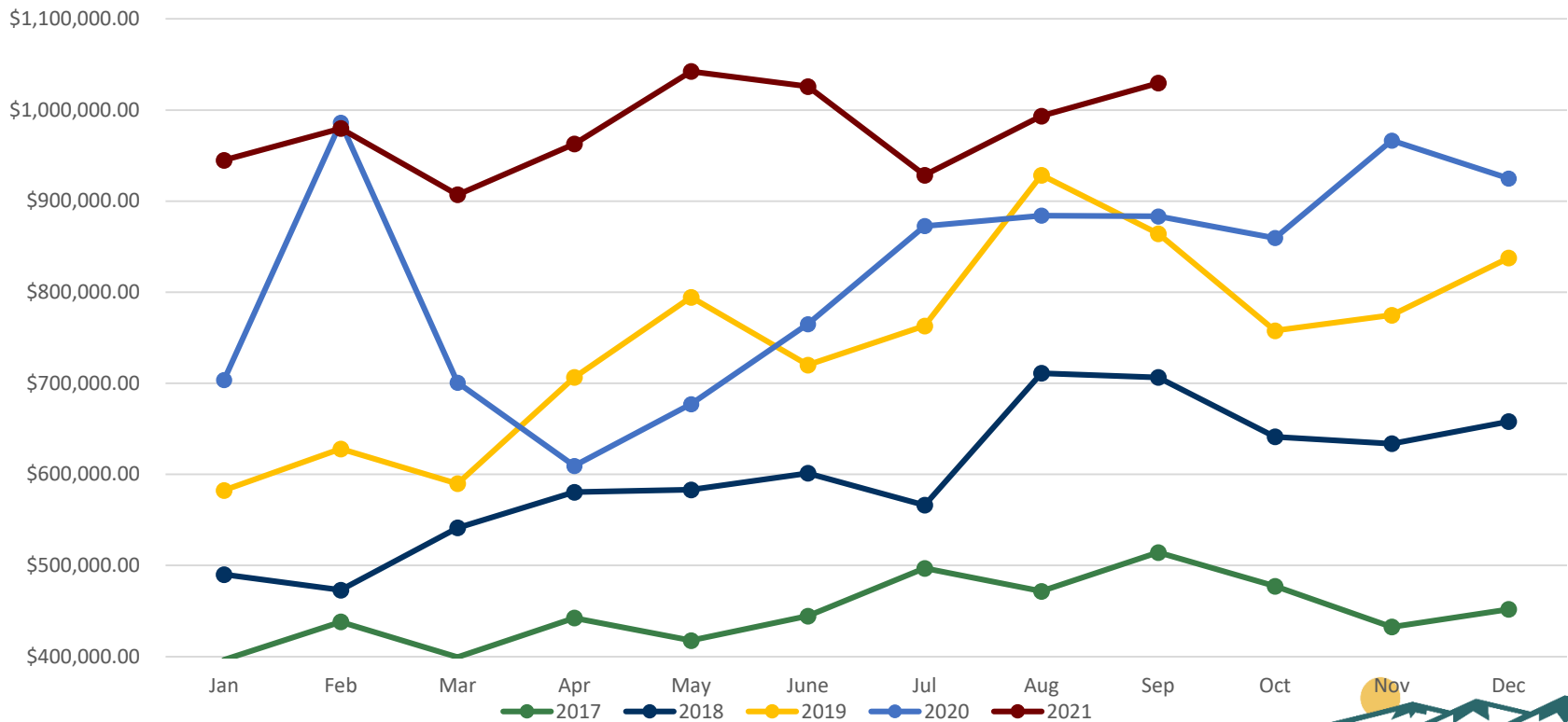
September 30, 2021

Jessica Clanton, Director of Finance



SALES & USE TAX

- Year to date collections \$8,814,401
- Increase of \$1,732,482 or 25% when compared to the prior year



GENERAL FUND REVENUE

	2021 Adopted Budget	Actual as of September 30, 2021	Over/(Under) Projected	Collection Rate	Prior Year Actual as of September 30, 2020	Over/(Under) Prior Year	Percent Difference
REVENUES							
Taxes							
Property Taxes	\$ 1,491,326	\$ 1,483,461	\$ (7,865)	99.47%	\$ 1,423,169	\$ 60,292	4.24%
Sales Taxes	6,221,048	4,254,162	(1,966,886)	68.38%	3,674,999	579,163	15.76%
Use Tax	1,510,000	1,404,639	(105,361)	93.02%	762,212	642,427	84.28%
Other Tax	207,781	103,673	(104,108)	49.90%	107,977	(4,304)	-3.99%
Total Taxes*	9,430,155	7,245,935	(2,184,220)	76.84%	5,968,357	1,277,578	21.41%
Intergovernmental Revenues	1,135,965	1,422,469	286,504	125.22%	790,004	632,465	80.06%
Licenses and Permits	1,467,495	1,152,168	(315,327)	78.51%	650,545	501,623	77.11%
Fines and Forfeitures	190,000	74,839	(115,161)	39.39%	85,502	(10,663)	-12.47%
Charges for Services & Fees	1,124,115	1,053,202	(70,913)	93.69%	918,795	134,407	14.63%
Other Revenues	215,500	115,886	(99,614)	53.78%	247,684	(131,798)	-53.21%
Total Revenues	13,563,230	11,064,499	(2,498,731)	81.58%	8,660,887	2,403,612	27.75%
Transfers In	2,230,000	-	(2,230,000)	0.00%	-	-	N/A
Total Revenue	\$ 15,793,230	\$ 11,064,499	\$ (4,728,731)	70.06%	\$ 8,660,887	\$ 2,403,612	27.75%

GENERAL FUND EXPENDITURES

	2021 Adopted Budget	Actual as of September 30, 2021	Over/(Under) Adopted Budget	Spending Rate	Prior Year Actual as of September 30, 2020	Over/(Under) Prior Year	Percent Difference
Legislative	\$ 113,261	\$ 96,224	\$ (17,037)	84.96%	\$ 74,348	\$ 21,876	29.42%
Town Manager	1,057,703	998,602	(59,101)	94.41%	666,123	332,479	49.91%
Town Clerk	136,456	104,705	(31,751)	76.73%	139,389	(34,684)	-24.88%
Marketing and Communications	411,678	292,707	(118,971)	71.10%	312,072	(19,365)	-6.21%
Human Resources	666,466	430,499	(235,967)	64.59%	627,771	(197,272)	-31.42%
Finance	1,083,119	1,009,686	(73,433)	93.22%	1,012,537	(2,851)	-0.28%
Technology	1,145,908	430,514	(715,394)	37.57%	335,562	94,952	28.30%
Planning & Development	1,335,600	1,165,821	(169,779)	87.29%	1,090,708	75,113	6.89%
Police	4,761,779	3,800,263	(961,516)	79.81%	3,266,736	533,527	16.33%
Public Works	4,354,413	2,666,109	(1,688,304)	61.23%	2,940,816	(274,707)	-9.34%
Engineering	349,088	223,751	(125,337)	64.10%	274,668	(50,917)	-18.54%
Total Expenditures	\$ 15,415,471	\$ 11,218,881	\$ (4,196,590)	72.78%	\$ 10,740,730	\$ 478,151	4.45%

CAPITAL PROJECTS FUND

	2021 Adopted Budget	Actual as of September 30, 2021	Over/(Under) Budget	Collection/ Spending Rates	Prior Year Actual as of September 30, 2020	Current Year Over/(Under) Prior Year	Percent Difference
Revenues							
Sales Taxes - 1%	\$ 2,128,543	\$ 1,380,060	\$ (748,483)	64.84%	\$ 1,167,988	\$ 212,072	18.16%
Sales Taxes - .6%	1,545,960	1,047,890	(498,070)	67.78%	887,847	160,043	18.03%
Impact Fee Revenue	2,293,499	1,615,810	(677,689)	70.45%	937,575	678,235	72.34%
Cash in Lieu - Open Space	-	92,000	92,000	N/A	-	92,000	N/A
Miscellaneous Revenues							
Grant Revenue	900,000	2,033,042	1,133,042	225.89%	-	2,033,042	N/A
Investment Earnings	69,000	26,008	(42,992)	37.69%	54,562	(28,554)	-52.33%
Total Revenues	6,937,002	6,194,810	(742,192)	89.30%	3,047,972	3,146,838	103.24%
Expenditures							
Capital Improvement Expenditures	9,983,500	6,114,465	(3,869,035)	61.25%	436,227	5,678,238	1301.67%
Total Expenditures	9,983,500	6,114,465	(3,869,035)	61.25%	436,227	5,678,238	1301.67%
Total Revenues Over/(Under) Expenditures	(3,046,498)	80,345	3,126,843	N/A	2,611,745	(2,531,400)	-96.92%
Other Financing Sources/Uses	(4,064,455)	(440,576)	3,623,879	N/A	-	(440,576)	N/A
Revenues Over/(Under) Expenditures	\$ (7,110,953)	\$ (360,231)	\$ 6,750,722	N/A	\$ 2,611,745	\$ (2,971,976)	-113.79%

WATER FUND

	2021 Adopted Budget	Actual as of September 30, 2021	Over/(Under) Budget	Collection/ Spending Rates	Prior Year Actual as of September 30, 2020	Current Year Over/(Under) Prior Year	Percent Difference
Revenues							
Charges for Services							
Operating Revenue	\$ 6,678,044	\$ 6,568,479	\$ (109,565)	98.36%	\$ 5,224,370	\$ 1,344,109	25.73%
Impact Fee Revenue	325,963	178,518	(147,445)	54.77%	113,868	64,650	56.78%
Miscellaneous Revenues							
Miscellaneous	-	-	-	N/A	4,473	(4,473)	-100.00%
Investment Earnings	145,000	60,839	(84,161)	41.96%	76,784	(15,945)	-20.77%
Total Water Fund Revenues	7,149,007	6,807,836	(341,171)	95.23%	5,419,495	1,388,341	25.62%
Expenditures							
Operating Expenditures	5,668,869	3,837,680	(1,831,189)	67.70%	2,772,086	1,065,594	38.44%
Capital Improvement Expenditures	36,050,180	16,206,599	(19,843,581)	44.96%	3,010,492	13,196,107	438.34%
Total Expenditures	41,719,049	20,044,279	(21,674,770)	112.65%	5,782,578	14,261,701	246.63%
Other Financing Uses	1,937,600	807,733	(1,129,867)	41.69%	584,703	223,030	38.14%
Total Water Fund Expenditures	43,656,649	20,852,012	(22,804,637)	47.76%	6,367,281	14,484,731	227.49%
Revenues Over/(Under) Expenditures	\$ (36,507,642)	\$ (14,044,176)	\$ 22,463,466	N/A	\$ (947,786)	\$ (13,096,390)	N/A

STORMWATER FUND

	2021 Adopted Budget	Actual as of September 30, 2021	Over/(Under) Budget	Collection/ Spending Rates	Prior Year Actual as of September 30, 2020	Current Year Over/(Under) Prior Year	Percent Difference
Revenues							
Charges for Services							
Stormwater Charges	\$ 662,369	\$ 508,592	\$ (153,777)	76.78%	\$ 473,036	\$ 35,556	7.52%
Impact Fee Revenue	226,015	123,841	(102,174)	54.79%	79,911	43,930	54.97%
Miscellaneous Revenues							
Investment Earnings	20,000	5,450	(14,550)	27.25%	13,987	(8,537)	-61.04%
Total Revenues	908,384	637,883	(270,501)	70.22%	566,934	70,949	12.51%
Expenditures							
Stormwater Collection	692,101	355,739	(336,362)	51.40%	288,475	67,264	23.32%
Capital Improvement Expenditures	990,500	77,490			-	77,490	N/A
Total Expenditures	1,682,601	433,229	(336,362)	25.75%	288,475	144,754	50.18%
Revenues Over/(Under) Expenditures	\$ (774,217)	\$ 204,654	\$ 978,871	N/A	\$ 278,459	\$ (73,805)	-26.50%

TOWN OF FIRESTONE
Capital Improvement Program

YTD September 2021 Actuals

Project Description	2021 Adopted Budget	YTD Expenditures	Amount Remaining	2022 Estimate	2023 Estimate	2024 Estimate	2025 Estimate	5-Year Total	Funding Source
<u>CAPITAL PROJECTS FUND</u>									
Sculptures	\$ 10,000	\$ -	\$ 10,000	\$ 50,000	\$ -	\$ -	\$ -	\$ 60,000	Impact Fees
Historic Firestone Street Replacement	621,500	-	621,500	640,000	660,000	679,000	679,000	3,279,500	1% Sales Tax
Pavement Maintenance	250,000	11,145	238,855	850,000	850,000	850,000	850,000	3,650,000	1% Sales Tax
Dust Control	60,000	17,592	42,408	60,000	120,000	120,000	120,000	480,000	1% Sales Tax
Street and Crosswalk Striping	10,000	-	10,000	10,000	10,000	10,000	10,000	50,000	1% Sales Tax
Street Signs Program	12,000	5,227	6,773	12,000	12,000	12,000	12,000	60,000	1% Sales Tax
Town Hall Extension	4,000,000	4,180,634	(180,634)	-	-	-	-	4,000,000	COP's/.6% Sales Tax
Public Works Administration Offices Building	2,750,000	1,468,103	1,281,897	-	-	-	-	2,750,000	COP's
Traffic Signal Upgrade	20,000	-	20,000	20,000	20,000	20,000	20,000	100,000	1% Sales Tax
Neighbor's Point Park	2,000,000	146,023	1,853,977	-	-	-	-	2,000,000	Impact Fees
Central Park Master Plan	250,000	285,741	(35,741)	-	-	-	-	250,000	Impact Fees
Total	\$ 9,983,500	\$ 6,114,465	\$ 3,869,035	\$ 1,642,000	\$ 1,672,000	\$ 1,691,000	\$ 1,691,000	\$ 16,679,500	
<u>CONSERVATION TRUST FUND</u>									
Settlers Park Improvements	\$ 225,000	\$ 225,297	\$ (297)	\$ 75,000	\$ -	\$ -	\$ -	\$ 300,000	CTF
Firestone Trail Improvements	75,000	-	75,000	75,000	-	-	-	150,000	CTF
Total	\$ 300,000	\$ 225,297	\$ 74,703	\$ 150,000	\$ -	\$ -	\$ -	\$ 450,000	



TOWN OF FIRESTONE
Capital Improvement Program

YTD September 2021 Actuals

Project Description	2021 Adopted Budget	YTD Expenditures	Amount Remaining	2022 Estimate	2023 Estimate	2024 Estimate	2025 Estimate	5-Year Total	Funding Source
WATER FUND									
Water Rights	\$ 2,000,000	\$ 171,400	\$ 1,828,600	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 10,000,000	WF/2020 Bond
Gould Well Field	1,252,300	3,802,856	(2,550,556)	-	-	-	-	1,252,300	2020 Water Ent. Bond
Mtn Shadows Park Conversion to Well Water Irr	252,600	-	252,600	-	-	-	-	252,600	WF
NISP Participation	973,000	474,500	498,500	1,492,000	1,492,000	1,492,000	1,492,000	6,941,000	WF
Firestone Reservoir No. 1 Plumbing	6,165,580	3,693,736	2,471,844	-	-	-	-	6,165,580	2020 Water Ent. Bond
Historic Firestone Water Line replacements	384,290	-	384,290	395,716	407,587	419,815	432,410	2,039,818	WF
St. Vrain Water Treatment Plant	14,357,750	5,731,924	8,625,826	1,194,850	-	-	-	15,552,600	2020 Water Ent. Bond
St. Vrain WTP Blend Pipeline - Phase 1	3,522,560	2,009,353	1,513,207	-	-	-	-	3,522,560	2020 Water Ent. Bond
St Vrain WTP Injection Well	4,535,000	280,668	4,254,332	-	-	-	-	4,535,000	2020 Water Ent. Bond
SCADA Upgrade	157,300	27,010	130,290	500,000	-	-	-	657,300	WF
Firestone Reservoir #1 RipRap	1,445,000	7,978	1,437,023	-	-	-	-	1,445,000	WF
Non-potable Irrigation System Infrastructure	187,300	-	187,300	932,700	-	-	-	1,120,000	Raw Water Impact Fees
Water Master Plan	125,000	-	125,000	-	-	-	-	125,000	WF
Historic Firestone Water Design	375,000	-	375,000	-	-	-	-	375,000	WF
Alluvial Well Field #2	317,500	7,175	310,325	-	-	-	4,782,500	5,100,000	2020 Water Ent. Bond
Total	\$ 36,050,180	\$ 16,206,599	\$ 19,843,581	\$ 6,515,266	\$ 3,899,587	\$ 3,911,815	\$ 8,706,910	\$ 59,083,758	
STORMWATER FUND									
Interim Godding - Tri Town Basin Outfall	\$ 200,000	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000	Impact Fees
Regional Detention Pond	340,500	-	340,500	-	-	-	-	340,500	Impact Fees
Drainage Master Plan	350,000	6,705	343,295	-	-	-	-	350,000	Impact Fees
Public Works Secondary Containment	100,000	70,785	29,215	-	-	-	-	100,000	SWF
Total	\$ 990,500	\$ 77,490	\$ 913,010	\$ -	\$ -	\$ -	\$ -	\$ 990,500	
TOWN-WIDE TOTAL	\$ 47,324,180	\$ 22,623,851	\$ 24,700,329	\$ 8,307,266	\$ 5,571,587	\$ 5,602,815	\$ 10,397,910	\$ 77,203,758	

SUMMARY

- General Fund revenue is up 28% from prior year, mainly in the areas of Use Tax, Intergovernmental Revenue and License and Permits
- Sales/Use tax approx. 10-15% ahead of budget projections
- Spending in all Funds align with budgeted expenditures

Hours/Units/Types Summary

PC	Title	Hours	Net Type	Amount	Info Type	Amount
1-00	Regular Pay	8,502.75	Direct Deposit Net	402,634.09	Informational	0.00
1-06	PD Shift Supervisor	160.00	Net	8,672.81	Fringe Benefits	10.36
2-00	Overtime Pay	127.00	3rd Party Pay Net	0.00		
3-00	Paid Time Off & EIB	2,116.25				
5-00	Call Outs	12.00				
5-03	Standby	0.00				
7-00	Holiday, Holiday Worked	783.50				
8-10	PD Grant/Contracts	0.00				
8-00	Miscellaneous Pay	40.00				
8-21	NON WORK- COVID19	0.00				
8-24	WORKING - COVID 19	0.00				
8-26	PHE - Public Health Emer	44.50				
8-27	Leave of Absence wo Pay	70.81				
9-01	Comp Time Earned	36.00				
9-02	Comp Time Used	46.88				
Grand Totals:		<u>11,939.69</u>		<u>411,306.90</u>		<u>10.36</u>

Pay Code Totals - Employee

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
1-01	Regular Pay	486,994.76	8-16	Employee Bonus	6,700.00	61-02	HSA7200	-6,768.46
1-03	Mayor/Trustee	2,150.00	8-20	Retro Pay (non-FPPA)	0.00	61-10	FSA- Dependent Care	-3,315.20
1-04	Temporary	2,492.00	8-21	NON WORK - COVID 19	0.00	61-11	FSA- Limited Purpose	-266.66
1-06	PD Shift Supervisor	6,867.83	8-24	WORKING - COVID 19	0.00	61-12	FSA - Medical	-2,369.46
2-00	Overtime	7,470.69	8-26	PHE - Public Health Emergenc	1,264.75	62-00	Dental Insurance	-950.34
3-01	PTO	50,183.53	9-02	Comp Time	1,148.77	63-00	Vision	-322.00
3-05	PTO Payout	2,700.76	19-00	3rd Party Pay	0.00	64-01	Voluntary/Ad Life	-944.90
3-10	Contract PTO	0.00	21-01	Stipend	0.00	64-03	Child Life	-41.60
4-00	EIB	590.82	21-02	Cell Phone Stipend	250.00	64-04	Spouse Life	-281.80
5-01	Call Outs	159.95	30-04	Life Ins > 50k	10.36	64-99	Accident Insurance	-849.66
5-02	PD Call Outs	320.10	50-01	FPPA 457	-1,176.20	70-01	Misc Deduction	0.00
5-03	Standby	0.00	50-02	FPPA PD Pension	-22,775.46	70-02	Child Support	-837.50
7-01	Holiday	16,061.30	50-03	FPPA ROTH	-400.00	70-03	Garnishment	-673.36
7-02	Holiday Work SW	5,964.45	51-01	PERA	-31,439.23	70-04	Equipment	-647.94
7-03	Holiday Work NSW	0.00	51-02	PERA+457	-527.52	70-05	ICMA Loan Payment	-253.26
8-01	Misc Pay	3,921.60	51-03	PERA Life	-62.00	74-00	Soc Sec	-1,250.18
8-02	Retro Pay	583.81	51-05	PERA 401k	-327.70	75-00	Medicare	-8,167.20
8-04	Bereavement	0.00	51-07	PERA 457 Roth	-859.04	76-00	FWT	-59,756.44
8-06	Snow Day	0.00	52-01	ICMA 401a	-250.00	77-00	SWT	-19,535.00
8-08	Pd Admin Leave	0.00	52-02	ICMA 457b-Pre	-807.74	79-00	3rd Party Medicare	0.00
8-10	PD Grant	0.00	52-04	ICMA 457b-Post	-323.08	85-00	Net Pay - check	8,672.81
8-12	Jury Duty	1,319.60	60-00	Health Insurance	-17,444.57	86-00	Dir Deposit	402,634.09
8-13	Military Leave	0.00	61-01	HSA3600	-2,214.32	89-00	3rd Party Net	0.00

Pay Code Totals - Employer

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
50-02	FPPA - Polic	16,834.10	61-01	HSA3600	1,050.00	91-00	Long Term Disability	5,029.16
51-01	PERA	52,595.98	61-02	HSA7200	3,700.00	92-00	Short Term Disability	2,026.65
51-04	PERA AED/SAED	522.98	62-00	Dental Insurance	5,804.02	93-00	Police Pension	2,967.70
52-01	ICMA 401a	0.00	63-00	Vision Insurance	877.27	94-00	Basic Life & AD&D	1,484.99
52-02	ICMA 457b	1,696.16	74-00	Social Security	1,250.18	95-01	Employee Asst Plan	606.36
60-00	Health Insurance	77,051.56	75-00	Medicare	8,167.20	98-00	State Unemployment	1,764.22

Name	Total Paid
Total 24/7 Networks, Inc.:	26,648.38
Total 4 RIVERS EQUIPMENT, LLC:	1,677.87
Total ADAMSON POLICE PRODUCTS:	438.88
Total AIRGAS INC:	168.13
Total ALAN CHARLES YOUNGS:	5,171.25
Total ALAN PLUMMER AND ASSOCIATES, INC:	47,873.08
Total ALERUS:	498.00
Total AMAZON:	1,082.90
Total AMERICAN CONSERVATION & BILLING SOLUTION:	400.00
Total APEX SHREDDING, INC.:	125.00
Total ASCEND PROJECT MGMT & STORMWATER SVC INC:	17,403.75
Total ASCENDANT NATIONAL TITLE (CNTL):	3.99
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total AUTO TRUCK GROUP:	11,207.63
Total B K TIRE, INC:	891.82
Total BAREFOOT RESIDENTIAL LLC:	303.88
Total BENEFIT TECHNOLOGY RESOURCES, LLC:	400.00
Total Black Hills Energy:	605.94
Total BLUE MOON RENTAL LLC:	2,600.00
Total BLUESCOPE CONSTRUCTION INC:	1,306,685.90
Total BOBCAT OF THE ROCKIES:	588.02
Total BOHANNAN HUSTON INC:	19,394.19
Total C & W TRUCK AND TRAILER, LLC:	62.42
Total CARBON VALLEY RECREATION DISTRICT-FURA:	101.23
Total CENTRAL WELD COUNTY WATER DISTRICT:	54.17
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	161,651.28
Total CENTURY LINK:	671.51
Total CESARE, INC:	15,018.28
Total CHASE PAYMENTNET:	76,827.41
Total CHICAGO TITLE (WSTMN):	87.38
Total CIGNA HEALTH & LIFE INSURANCE CO:	93,331.38
Total CINTAS FIRST AID & SAFETY:	378.55
Total COALRIDGE ANIMAL HOSPITAL, INC:	267.99
Total COLORADO CIVIL GROUP INC.:	60,476.15
Total COLORADO JUMPS DBA AIRBOUND:	750.00
Total DANA KEPNER COMPANY, INC.:	1,305,438.87
Total DBC IRRIGATION SUPPLY:	12,578.27
Total DELTA DENTAL OF COLORADO, INC:	6,611.58
Total DESIGN CONCEPTS CLA, INC:	2,076.22

Name	Total Paid
Total DESIGN WORKSHOP INC:	37,026.88
Total DIGITAL DATA SERVICES, INC:	2,580.00
Total EMPLOYERS COUNCIL SERVICES, INC:	205.00
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	14,195.48
Total FASTENAL COMPANY:	427.92
Total FERGUSON WATERWORKS #1116:	2,235.88
Total FIDELITY NATIONAL TITLE - S DENVER:	245.48
Total FIDELITY NATIONAL TITLE-LONGMONT:	290.77
Total FIRST AMERICAN TITLE CO:	68.68
Total FIRST AMERICAN TITLE INSURANCE COMPANY-E:	47.06
Total FIRST INTEGRITY TITLE COMPANY:	55.21
Total FRANSEN PITTMAN GENERAL CONTRACTORS:	463,134.08
Total FRED DIEHL CONSULTING:	8,125.00
Total FREDERICK-FIRESTONE FIRE-FURA:	317.85
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	400.50
Total FRONT RANGE PORTABLE RESTROOMS, LLC:	780.00
Total FRONTIER BUSINESS PRODUCTS:	494.68
Total FUZION FIELD SERVICES LLC:	6,808.47
Total G & G EQUIPMENT INC:	166.80
Total GRAINGER:	597.46
Total GRAVES CONSULTING LLC:	1,312.50
Total GREEN GIRL RECYCLING SERVICES:	308.75
Total GREEN MILL SPORTSMAN'S CLUB, INC:	150.00
Total GUARDIAN TITLE-DENVER:	21.16
Total HERITAGE TITLE-BOULDER:	168.26
Total HERITAGE TITLE-FT COLLINS:	255.23
Total High Plains Library District - FURA:	72.74
Total HUSKY SIGNS & GRAPHICS, INC:	3,953.68
Total IDEAL FENCING CORPORATION:	2,910.00
Total INTEGRATED WATER SERVICES, INC:	831,359.18
Total INTERSTATE BATTERY OF THE ROCKIES:	369.85
Total INTERSTATE FORD:	37.61
Total J & A TRAFFIC PRODUCTS LLC:	4,657.50
Total JOSHUA BOBB:	1,080.00
Total KATHLEEN A. OATIS:	1,250.00
Total KB HOME COLORADO INC:	465.40
Total KERR-MCGEE OIL & GAS ONSHORE:	1.63
Total KINSCO, LLC:	119.60
Total L G EVERIST INC:	1,754.29

Name	Total Paid
Total LAND TITLE (CSPR):	98.59
Total LAND TITLE-DENVER-2:	308.25
Total LAND TITLE-LONGMONT:	47.89
Total LAST CHANCE DITCH COMPANY:	130.46
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	21,743.36
Total LENNAR COLORADO:	289.43
Total LEONARD RICE ENGINEERS, INC:	42,361.29
Total LONGMONT HUMANE SOCIETY:	2,282.67
Total MAC EQUIPMENT INC LONGMONT:	1,639.40
Total MAIN STREET MAT COMPANY, INC:	364.78
Total MCCANDLESS TRUCK CENTER, LLC:	176.49
Total MCDONALD FARMS ENTERPRISES, INC:	869.00
Total MCGRANE WATER ENGINEERING, LLC:	28,139.85
Total MCI:	54.19
Total MELODY HOMES INC:	76.99
Total MISC VENDOR:	1,982.85
Total MOORE IACOFANO GOLTSMAN, INC:	22,292.25
Total MUTUAL OF OMAHA INSURANCE CO:	7,730.93
Total NCSI:	28.50
Total NEW IPT INC:	15,000.00
Total Northern Colorado Water Cons. Dist.-FURA:	17.99
Total NORTHERN COLORADO WATER CONSERVANCY DIST:	265,481.20
Total OFFICE DEPOT INC:	526.78
Total O'REILLY AUTO PARTS:	841.17
Total PAUL D. BASSO:	1,000.00
Total PINNACOL ASSURANCE:	88.15
Total Police Executive Research Forum:	550.00
Total PUREWATER DYNAMICS, INC:	1,259.20
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	100.00
Total REDEMPTION ROAD COFFEE:	77.00
Total RICHMOND AMERICAN HOMES:	73.56
Total RIPTIDE CAR & PET WASH:	530.25
Total SAFETY AND CONSTRUCTION SUPPLY INC:	758.93
Total ST VRAIN SANITATION DISTRICT:	15.00
Total ST VRAIN VALLEY SCHOOL DIST RE-1J:	721.38
Total St. Vrain & Left Hand Water Conservancy:	25.30
Total ST. VRAIN LAKES METRO DISTRICT #2 - FURA:	1,302.28
Total St. Vrain Sanitation District - FURA:	8.55
Total STANTEC CONSULTING SERVICES INC:	33,137.50

Name	Total Paid
Total STEVE BALCEROVICH:	1,250.00
Total STEWART TITLE (WSTMN):	37.87
Total STEWART TITLE - LONGMONT(2):	66.33
Total Sturgeon Electric Company:	406.25
Total SYMBOL ARTS:	352.50
Total THE TREE FARM:	197.64
Total THOMSON REUTERS-WEST:	1,296.45
Total TIMBERLAN, INC:	23,718.25
Total Toilet Rebates:	150.00
Total TRAFFIC SIGNAL CONTROLS, INC:	281.80
Total TRANSWEST TRUCK TRAILER RV:	306.14
Total TRI STATE OIL RECLAIMERS, INC:	100.00
Total UME CUSTOM EMBROIDERY:	1,538.36
Total UNIVERSITY AUTO PARTS, INC:	492.98
Total UTILITY NOTIFICATION CENTER OF COLORADO:	576.84
Total UTILITY REFUNDS -1:	601.91
Total VALLI INFORMATION SYSTEMS:	2,595.70
Total VELOCITY POWER LLC:	447.78
Total VISION SERVICE PLAN - VSP:	1,207.72
Total WAGNER WELDING SUPPLY CO.:	8.68
Total WEAR PARTS & EQUIP CO., INC:	23,443.32
Total WELD COUNTY ACCOUNTING DEPT.-FURA:	171.94
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	1,788.00
Total WESTERN PAPER DISTRIBUTORS INC:	492.04
Total WEX BANK:	13,924.26
Total WICKHAM TRACTOR CO, Inc:	217.47
Total WILLIAMSON & HAYASHI, LLC:	12,728.00
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	171.00
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	2,235.47
Grand Totals:	5,113,137.99

Hours/Units/Types Summary

PC	Title	Hours	Net Type	Amount	Info Type	Amount
1-00	Regular Pay	13,259.00	Direct Deposit Net	603,236.31	Informational	0.00
1-06	PD Shift Supervisor	234.50	Net	12,116.51	Fringe Benefits	990.54
2-00	Overtime Pay	223.25	3rd Party Pay Net	0.00		
3-00	Paid Time Off & EIB	2,431.13				
5-00	Call Outs	14.00				
5-03	Standby	0.00				
7-00	Holiday, Holiday Worked	217.25				
8-10	PD Grant/Contracts	0.00				
8-00	Miscellaneous Pay	96.50				
8-26	PHE - Public Health Emer	877.50				
8-27	Leave of Absence wo Pay	78.01				
8-28	PD POPS Programs	6.00				
9-01	Comp Time Earned	53.50				
9-02	Comp Time Used	78.88				
Grand Totals:		<u>17,569.52</u>		<u>615,352.82</u>		<u>990.54</u>

Pay Code Totals - Employee

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
1-01	Regular Pay	731,779.54	8-16	Employee Bonus	0.00	61-10	FSA- Dependent Care	-3,315.20
1-03	Mayor/Trustee	2,150.00	8-20	Retro Pay (non-FPPA)	0.00	61-11	FSA- Limited Purpose	-266.66
1-04	Temporary	3,598.00	8-26	PHE - Public Health Emergenc	27,560.56	61-12	FSA - Medical	-2,369.46
1-06	PD Shift Supervisor	10,318.28	8-28	PD POPS Programs	433.35	62-00	Dental Insurance	-946.71
2-00	Overtime	13,104.74	9-02	Comp Time	2,118.97	63-00	Vision	-320.00
3-01	PTO	52,068.18	19-00	3rd Party Pay	3,859.28	64-01	Voluntary/Ad Life	-934.90
3-05	PTO Payout	11,233.31	21-01	Stipend	0.00	64-03	Child Life	-41.60
3-10	Contract PTO	0.00	21-02	Cell Phone Stipend	250.00	64-04	Spouse Life	-228.80
4-00	EIB	834.86	30-04	Life Ins > 50k	15.54	64-99	Accident Insurance	-775.74
5-01	Call Outs	303.74	50-01	FPPA 457	-2,079.13	70-01	Misc Deduction	0.00
5-02	PD Call Outs	98.64	50-02	FPPA PD Pension	-34,082.31	70-02	Child Support	-837.50
5-03	Standby	0.00	50-03	FPPA ROTH	-600.00	70-03	Garnishment	-1,006.29
7-01	Holiday	9,938.91	51-01	PERA	-45,790.56	70-04	Equipment	-726.93
7-02	Holiday Work SW	0.00	51-02	PERA+457	-791.28	70-05	ICMA Loan Payment	-379.89
7-03	Holiday Work NSW	0.00	51-03	PERA Life	-62.00	74-00	Soc Sec	-644.77
8-01	Misc Pay	0.00	51-05	PERA 401k	-491.55	75-00	Medicare	-12,099.24
8-02	Retro Pay	237.61	51-07	PERA 457 Roth	-1,288.56	76-00	FWT	-88,213.05
8-04	Bereavement	1,232.21	52-01	ICMA 401a	-375.00	77-00	SWT	-28,987.00
8-06	Snow Day	0.00	52-02	ICMA 457b-Pre	-1,211.61	79-00	3rd Party Medicare	-55.96
8-08	Pd Admin Leave	0.00	52-04	ICMA 457b-Post	-484.62	85-00	Net Pay - check	8,313.19
8-10	PD Grant	0.00	60-00	Health Insurance	-17,312.26	86-00	Dir Deposit	603,236.31
8-12	Jury Duty	14.00	61-01	HSA3600	-2,194.32	89-00	3rd Party Net	-3,803.32
8-13	Military Leave	0.00	61-02	HSA7200	-6,868.46			

Pay Code Totals - Employer

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
50-02	FPPA - Polic	25,191.37	61-01	HSA3600	1,050.00	91-00	Long Term Disability	1,946.43
51-01	PERA	76,604.92	61-02	HSA7200	3,600.00	92-00	Short Term Disability	1,912.58
51-04	PERA AED/SAED	784.47	62-00	Dental Insurance	5,702.72	93-00	Police Pension	8,891.13
52-01	ICMA 401a	0.00	63-00	Vision Insurance	870.82	94-00	Basic Life & AD&D	1,362.53
52-02	ICMA 457b	2,544.24	74-00	Social Security	644.77	95-01	Employee Asst Plan	528.12
60-00	Health Insurance	75,707.49	75-00	Medicare	12,155.20	98-00	State Unemployment	2,594.68

Name	Total Paid
Total 4 RIVERS EQUIPMENT, LLC:	102.98
Total AB COURT REPORTING & VIDEO:	1,037.38
Total ACCESS/ADAMS DATA MANAGEMENT, LLC:	1,305.91
Total ADAMSON POLICE PRODUCTS:	223.02
Total ADVANCED URGENT CARE & OCCUPATIONAL MED:	950.00
Total AGFINITY-MEAD:	970.00
Total AIRGAS INC:	34.94
Total ALERUS:	996.25
Total ALLVOICES:	3,500.00
Total AMAZON:	3,351.59
Total AMERICAN CONSERVATION & BILLING SOLUTION:	8,280.00
Total ANDERSON CONSULTING ENGINEERS, INC:	6,705.00
Total APEX SHREDDING, INC.:	80.00
Total ASCEND PROJECT MGMT & STORMWATER SVC INC:	12,771.25
Total ASPHALT SPECIALTIES CO., INC.:	682.10
Total AUDIO VISUAL INNOVATIONS INC:	22,084.86
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total AXON ENTERPRISE INC:	103,407.08
Total B K TIRE, INC:	1,011.08
Total BAREFOOT RESIDENTIAL LLC:	129.20
Total BC INTERIORS:	17,758.00
Total BENEFIT TECHNOLOGY RESOURCES, LLC:	200.00
Total BINFORD SUPPLY LLC:	32.91
Total Black Hills Energy:	1,006.08
Total BLACKBOARD, INC:	9,267.33
Total BLUESCOPE CONSTRUCTION INC:	512,272.30
Total BOBCAT OF THE ROCKIES:	226.91
Total BOHANNAN HUSTON INC:	12,628.63
Total BOWMAN CONSTRUCTION SUPPLY:	406.77
Total BUDGET CONFERENCING:	119.79
Total C & W TRUCK AND TRAILER, LLC:	23.02
Total CAMPBELL SCIENTIFIC INC:	6,834.65
Total CARBON VALLEY RECREATION DISTRICT:	80.50
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	138,215.28
Total CENTRAL WELD COUNTY WATER DISTRICT-TAPS:	63,700.00
Total CENTURY LINK:	670.77
Total CERTIFIED LABORATORIES:	1,980.05
Total CESARE, INC:	4,410.50
Total CHASE PAYMENTNET:	65,190.56

Name	Total Paid
Total CHICAGO TITLE (TUFTS):	39.10
Total CIGNA HEALTH & LIFE INSURANCE CO:	92,845.01
Total CINTAS FIRST AID & SAFETY:	267.90
Total CIRSA:	196.00
Total CITY OF LONGMONT:	300.00
Total COALRIDGE ANIMAL HOSPITAL, INC:	83.70
Total COLORADO CIVIL GROUP INC.:	1,755.00
Total COLORADO DEPARTMENT OF THE TREASURY:	724.82
Total COLORADO JUMPS DBA AIRBOUND:	2,500.00
Total COLORADO STATE TREASURER:	5,368.54
Total DANA KEPNER COMPANY, INC.:	85,732.20
Total DBC IRRIGATION SUPPLY:	1,507.55
Total DELTA DENTAL OF COLORADO, INC:	6,621.27
Total DESIGN CONCEPTS CLA, INC:	685.00
Total DESIGN WORKSHOP INC:	40,655.84
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	212.28
Total EMPLOYERS COUNCIL SERVICES, INC:	205.00
Total ENVIROTECH SERVICES, INC.:	17,592.23
Total Escrow Deposit Refunds:	.00
Total FASTENAL COMPANY:	1,626.85
Total FERGUSON WATERWORKS #1116:	255.62
Total FIDELITY NATIONAL TITLE - S DENVER:	42.29
Total FIRST AMERICAN TITLE (ARVADA):	60.21
Total FIRST AMERICAN TITLE CO:	43.14
Total FIRST AMERICAN TITLE INSURANCE COMPANY-E:	80.84
Total FIRST INTEGRITY TITLE COMPANY:	.00
Total FLEXX PRODUCTIONS LLC:	472.75
Total FORD MOTOR CREDIT COMPANY, LLC:	37,434.97
Total FRANSEN PITTMAN GENERAL CONTRACTORS:	147,639.00
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	46.00
Total FRONT RANGE PORTABLE RESTROOMS, LLC:	1,090.00
Total FRONTIER BUSINESS PRODUCTS:	3,295.27
Total FRONTIER COMPUTER CORP.:	475.00
Total FUZION FIELD SERVICES LLC:	4,600.66
Total GRAINGER:	1,350.15
Total GREEN GIRL RECYCLING SERVICES:	161.00
Total GREEN MILL SPORTSMAN'S CLUB, INC:	300.00
Total GROUND ENGINEERING CONSULTANTS, INC:	4,080.25
Total GROUND SOLUTIONS:	9,081.60

Name	Total Paid
Total HALCYON DESIGN LLC:	3,803.75
Total HARDLINE EQUIPMENT LLC:	1,367.01
Total HARRELL'S INC:	4,754.40
Total HERITAGE TITLE (BRIGHTON):	18.29
Total HERITAGE TITLE (WSTMSTR):	7.81
Total HERITAGE TITLE-FT COLLINS:	236.58
Total HERITAGE TITLE-GREELEY:	50.00
Total HOMELIGHT TITLE:	35.28
Total HYDRANT METER REFUNDS:	1,719.46
Total INTEGRATED WATER SERVICES, INC:	895,945.64
Total INTERSTATE FORD:	317.02
Total J&R ELECTRIC INC:	5,096.00
Total K & K LASER CREATIONS:	85.75
Total KAMAKELE ENTERPRISES:	96.02
Total KATHLEEN A. OATIS:	1,250.00
Total KENZ & LESLIE DISTRIBUTING CO.:	360.50
Total KG CLEAN, INC:	8,911.56
Total KINSCO, LLC:	139.99
Total KISSINGER & FELLMAN P.C.:	2,167.00
Total KUNC THE COLORADO SOUND:	320.00
Total L G EVERIST INC:	251.05
Total L. L. JOHNSON DISTRIBUTING CO.:	4,191.25
Total LAND TITLE - GREELEY:	28.47
Total LAND TITLE (WEST2):	27.12
Total LAND TITLE-DENVER-2:	.00
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	12,118.96
Total LENNAR COLORADO:	182.91
Total LEONARD RICE ENGINEERS, INC:	45,631.96
Total LIFE STORIES:	250.00
Total LITTLE THOMPSON WATER DISTRICT:	1,858.21
Total LIVE WIRES, LLC:	150.00
Total LONGMONT HUMANE SOCIETY:	1,166.67
Total MAC EQUIPMENT INC LONGMONT:	50.88
Total MAHNKE AUTO BODY FREDERICK:	8,716.13
Total MAIN STREET MAT COMPANY, INC:	364.78
Total MCCANDLESS TRUCK CENTER, LLC:	688.32
Total MCCI, LLC:	1,632.70
Total MCGRANE WATER ENGINEERING, LLC:	3,780.00
Total MCI:	56.17

Name	Total Paid
Total MELODY HOMES INC:	53.57
Total MICHOW COX & MCASKIN LLP:	955.50
Total MINDSHARE HDV, LLC:	5,400.00
Total MIRACLE RECREATION EQUIPMENT CO.:	861.83
Total MISC VENDOR:	4,960.67
Total MOORE IACOFANO GOLTSMAN, INC:	10,434.75
Total MTECH MECHANICAL TECHNOLOGIES GROUP:	2,808.25
Total MUNICIPAL CODE CORPORATION:	737.55
Total MUTUAL OF OMAHA INSURANCE CO:	7,440.01
Total NCSI:	57.00
Total NEW IPT INC:	67,779.35
Total NORTHERN COLORADO CONSTRUCTORS, INC:	780.00
Total OFFICE DEPOT INC:	74.87
Total O'REILLY AUTO PARTS:	528.64
Total PAUL D. BASSO:	1,000.00
Total PETTY CASH - TOWN OF FIRESTONE:	34.10
Total PINNACOL ASSURANCE:	1,653.06
Total PRACTICE SPORTS INC:	6,327.18
Total PUREWATER DYNAMICS, INC:	549.69
Total QUICK-SET AUTO GLASS:	915.00
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	100.00
Total RED WING SHOE STORE:	120.26
Total REDNECK TRAILER SUPPLY:	13.44
Total RESTITUTION / COURT REFUNDS:	3,349.18
Total RICHDELL CONSTRUCTION INC:	362,834.54
Total RICHMOND AMERICAN HOMES:	201.00
Total RIPTIDE CAR & PET WASH:	124.75
Total RURAL DITCH COMPANY:	16,171.92
Total SAFE BUILT COLORADO INC:	52,188.11
Total SAFETY AND CONSTRUCTION SUPPLY INC:	1,498.60
Total SANTO CONSULTING GROUP LLC:	1,462.50
Total SHERWIN WILLIAMS CO.:	49.01
Total SIMPLIFILE:	300.00
Total SIRCHIE FINGER PRINT LABORATORIES:	122.95
Total ST VRAIN SANITATION DISTRICT:	15.00
Total STANTEC CONSULTING SERVICES INC:	52,276.63
Total STEVE BALCEROVICH:	1,250.00
Total STEWART TITLE (WSTMN):	269.52
Total Sturgeon Electric Company:	9,574.00

Name	Total Paid
Total SYMBOL ARTS:	245.00
Total TIMBERLAN, INC:	39,431.75
Total TRAFFIC SIGNAL CONTROLS, INC:	7,449.00
Total TRANSWEST TRUCK TRAILER RV:	105.40
Total TRIDENT SECURITY SYSTEMS INC:	150.00
Total UME CUSTOM EMBROIDERY:	625.83
Total UNIVERSITY AUTO PARTS, INC:	1,240.04
Total UTILITY NOTIFICATION CENTER OF COLORADO:	559.68
Total UTILITY REFUNDS -1:	540.16
Total VANCE BROTHERS INC:	5,040.00
Total VELOCITY POWER LLC:	669.00
Total VIA MOBILITY SERVICES:	8,116.00
Total VISION SERVICE PLAN - VSP:	1,209.97
Total WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ:	91.81
Total WAGNER WELDING SUPPLY CO.:	8.40
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	767.00
Total WELD COUNTY DETENTION CENTER:	44.56
Total WESTERN PAPER DISTRIBUTORS INC:	215.37
Total WESTWATER RESEARCH, LLC:	5,000.00
Total WEX BANK:	14,789.30
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	569.93
Total WICKHAM TRACTOR CO, Inc:	24.52
Total WILLIAMSON & HAYASHI, LLC:	2,331.00
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	234.00
Total WROBOTRONIC ENTERTAINMENT:	550.00
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	2,263.22
Total ZILLOW CLOSING SERVICES:	11.86
Grand Totals:	3,188,656.60