



BOARD OF TRUSTEES

REGULAR MEETING AGENDA

May 11, 2022
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 BOARD 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**
 - a. Approval of April 27, 2022 Meeting Minutes
 - b. **Resolution 22-51:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BEACON COMMUNICATIONS, LLC FOR THE ANNUAL PREVENTIVE MAINTENANCE INSPECTION OF THE TOWN'S CCTV SYSTEM
 - c. **Resolution 22-52:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACCEPTING A GRANT OF PERMANENT EASEMENT FROM QUADRANT MANAGEMENT, INC. FOR OPERATION OF A SANITARY SEWER SERVICE LINE, AND APPROVING AN AGREEMENT BETWEEN QUADRANT MANAGEMENT, INC. AND THE TOWN OF FIRESTONE FOR SUCH EASEMENT
 - d. **Resolution 22-59:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING THE FIRST AMENDMENT TO THE NATIVE WATER DEDICATION AGREEMENT WITH COTTONWOOD COLORADO RESIDENTIAL LLC

* 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.

- e. **Ordinance 1009:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO REPEALING AND REENACTING IN ITS ENTIRETY TITLE 9 PUBLIC PEACE MORALS AND WELFARE OF THE FIRESTONE MUNICIPAL CODE
- f. **Resolution 22-60:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING THE FIRST AMENDMENT TO THE NATIVE WATER CREDIT PURCHASE AGREEMENT WITH COTTONWOOD COLORADO RESIDENTIAL LLC

6. Proclamation

- a. A Proclamation Recognizing the Month of May 2022 as Building Safety Month
- b. A Proclamation Recognizing the Week of May 1 - 7, 2022 as Municipal Clerks Week
- c. A Proclamation Recognizing the Week of May 11 - 17, 2022 as National Police Week
- d. A Proclamation Recognizing the Week of May 15 - 21, 2022 as National Public Works Week

7. Presentation

- a. George Heath Scholarship Presentation

8. Discussion/Action

- a. **Resolution 22-50:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND RICHDELL CONSTRUCTION, INC CONTRACTORS FOR REMOVAL OF PRE-FABRICATED MODULAR AT 151 GRANT AVENUE
- b. **PUBLIC HEARING: Resolution 22-54:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING THE ANNUAL BUDGET FOR THE TOWN OF FIRESTONE FOR FISCAL YEAR 2021
- c. **Resolution 22-58:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT

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BETWEEN THE TOWN OF FIRESTONE AND CHECK-IT CODE CONSULTING
FOR PLAN REVIEW SERVICES

- d. **Resolution 22-61:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING CHANGE ORDER NO. 7 FOR THE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND HUDICK EXCAVATING INC REGARDING THE FIRESTONE RESERVOIR NO. 1 SUPPLY AND DELIVERY INFRASTRUCTURE PROJECT
- e. **Resolution 22-62:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING CHANGE ORDER NO. 4 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
- f. **Resolution 22-63:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING THE THIRD AMENDMENT TO THE ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND McGRANE WATER ENGINEERING LLC.
- g. **Resolution 22-64:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING A CONTRACT BETWEEN THE TOWN OF FIRESTONE AND SUN VALLEY ELECTRIC INC FOR THE CONSTRUCTION OF THE FIRESTONE ALLUVIAL SUPPLY TREATMENT HORIZONTAL WELL PUMP STATION
- h. **Resolution 22-65:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN ENGAGEMENT LETTER FOR GEOFF WILSON TO SERVE AS A HEARING OFFICER REGARDING A FAIR CAMPAIGN PRACTICES ACT COMPLAINT
- i. **Resolution 22-55:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND TISCHLERBISE TO CONDUCT A DEVELOPMENT IMPACT FEE STUDY

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

10. **Reports**

a. **Staff**

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Individuals are allotted 3 minutes of Public Comment during the entirety of the meeting. Maximum time permitted for all Public Comment during a meeting is 30 minutes.

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10.a.i. March Financial Report

10.a.ii. 1st Quarter Financial Report

b. Mayor

c. Trustees

11. Adjournment

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If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Clerk's Office at 303-531-6264 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

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**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.a

Consent Agenda

Meeting Date: May 11, 2022

Initiated By: Jessica Koenig

Dept: Town Clerk

AGENDA TITLE

Approval of April 27, 2022 Meeting Minutes

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of draft April 27, 2022 Meeting Minutes.

ALTERNATIVES

ATTACHMENTS

1. April 27, 2022 Board of Trustees Minutes

FINANCIAL CONSIDERATIONS

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
April 27, 2022

1. Call to Order & Roll Call of Current Board of Trustees

The Board of Trustees of the Town of Firestone met for a Regular Meeting on April 27, 2022, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:00 PM.

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar
Mayor Pro-tem: Frank A. Jimenez
Trustees: Don Conyac
David Whelan
Samantha Meiring
Sean Doherty
Doug Sharp

Staff: **Present:** Jan Sloat, Director of Human Resources; Raelynn Ferrera, Assistant to the Town Manager; Katie Hansen, Director of Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Todd Bjerkaas, Director of Planning; Marty Ostholhoff, Planning Manager; David Angelo, Chief of Police; Jessica Koenig, Town Clerk; AJ Krieger, Town Manager; & William Hayashi, Town Attorney

2. Pledge of Allegiance

Mayor Sindelar led the pledge of allegiance.

3. Approval of Agenda

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

4. Approval of Meeting Minutes

Motion by Trustee Conyac, **second** by Trustee Doherty, to Approve the March 30, 2022, and March 23, 2022, Meeting Minutes, All in Favor, **Motion carried.**

a. Approval of March 30, 2022 Meeting Minutes

b. Approval of March 23, 2022 Meeting Minutes

5. Honoring Mayor Sindelar & Trustee Meiring for their Years of Service

6. Meeting Break

7. Swearing-In of Newly Elected Officials

Municipal Judge Stephen Jones swore in Drew Peterson, Matt Holcomb, Don Conyac, and Frank A. Jimenez.

8. Call to Order & Roll Call of Newly Elected Board of Trustees

The newly elected Board of Trustees were seated. Mayor Peterson called the meeting of the newly elected Board to order at 7:35 PM.

The following were present upon the call of the roll:

Mayor: Drew Peterson
Mayor Pro-tem: Frank A. Jimenez
Trustees: Don Conyac
David Whelan
Matt Holcomb
Sean Doherty
Doug Sharp

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

Trent John, a Firestone resident, gave public comment regarding the newly elected Mayor.

Amy Schrader, a Firestone resident, gave public comment regarding the newly elected Mayor.

Kirk Frye, a Firestone resident, gave public comment regarding the Board's availability to speak with residents and thanked the Board.

10. Consent Agenda

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Conyac, to Approve the Consent Agenda, All in Favor, **Motion carried.**

- a. **Ordinance 1010:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ENACTING SECTION 8.06.55 OF THE FIRESTONE MUNICIPAL CODE PERTAINING TO NUISANCES

11. Discussion/Action

- a. **Resolution 22-49:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE APPROVING THE WATER CREDIT AGREEMENT BY AND BETWEEN, THE TOWN OF FIRESTONE AND TSG DEL CAMINO JUNCTION, LLC

Motion by Trustee Conyac, **second** by Trustee Sharp, to Approve **Resolution 22-49:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE APPROVING THE WATER CREDIT AGREEMENT BY AND BETWEEN, THE TOWN OF FIRESTONE AND TSG DEL CAMINO JUNCTION, LLC

Roll Call Vote:

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

No: Trustee Holcomb

Abstain: None

Motion carried.

- b. **Resolution 22-47:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT OF AN EMERGENCY MANAGEMENT SERVICE AREA, AN EMERGENCY MANAGEMENT COORDINATOR, AND FOR THE SHARING OF ASSOCIATED COSTS, BETWEEN THE TOWN OF FIRESTONE, TOWN OF FREDERICK, CITY OF DACONO, AND THE FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT

Motion by Trustee Sharp, **second** by Trustee Conyac, to Approve **Resolution 22-47:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT OF AN EMERGENCY MANAGEMENT SERVICE AREA, AN EMERGENCY MANAGEMENT COORDINATOR, AND FOR THE SHARING OF ASSOCIATED COSTS, BETWEEN THE TOWN OF FIRESTONE, TOWN OF FREDERICK, CITY OF DACONO, AND THE FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- c. **Resolution 22-48:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE, TOWN OF FREDERICK, CITY OF DACONO, AND NORTH RANGE BEHAVIORAL HEALTH TO ESTABLISH AND OPERATE A CO-RESPONDER PROGRAM

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Whelan, to Approve **Resolution 22-48:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,

COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE, TOWN OF FREDERICK, CITY OF DAcono, AND NORTH RANGE BEHAVIORAL HEALTH TO ESTABLISH AND OPERATE A CO-RESPONDER PROGRAM

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- d. **Ordinance 1008:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO REPEALING AND REENACTING IN ITS ENTIRETY CHAPTER 10.04 TRAFFIC CODE OF THE FIRESTONE MUNICIPAL CODE

Motion by Trustee Doherty, **second** by Trustee Whelan, to Approve **Ordinance 1008:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO REPEALING AND REENACTING IN ITS ENTIRETY CHAPTER 10.04 TRAFFIC CODE OF THE FIRESTONE MUNICIPAL CODE

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- e. **Ordinance 1009:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO REPEALING AND REENACTING IN ITS ENTIRETY TITLE 9 PUBLIC PEACE MORALS AND WELFARE OF THE FIRESTONE MUNICIPAL CODE

Motion by Trustee Conyac, **second** by Trustee Doherty, to Approve **Ordinance 1009:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO REPEALING AND REENACTING IN ITS ENTIRETY TITLE 9 PUBLIC PEACE MORALS AND WELFARE OF THE FIRESTONE MUNICIPAL CODE, no vote occurred, **Motion failed for lack of vote.**

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Whelan, to Amend **Ordinance 1009:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO REPEALING AND REENACTING IN ITS ENTIRETY TITLE 9 PUBLIC PEACE MORALS AND WELFARE OF THE FIRESTONE MUNICIPAL CODE, to correct Ordinance 1009 regarding the curfew time on page 77 of the agenda packet.

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

Motion by Trustee Sharp, **second** by Mayor Pro Tem Jimenez, to continue **Ordinance 1009:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO REPEALING AND REENACTING IN ITS ENTIRETY TITLE 9 PUBLIC PEACE MORALS AND WELFARE OF THE FIRESTONE MUNICIPAL CODE, to the May 11, 2022 Regular Board of Trustees Meeting, all in favor, **Motion carried.**

f. Selection of a Mayor Pro Tem

Trustee Conyac nominated Frank A. Jimenez as Mayor Pro Tem. All in favor, **Motion carried.**

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

Amy Schrader, a Firestone resident, gave public comment on transparency and integrity.

Becky Duckworth, a Firestone resident, gave public comment on working together.

Keith Heavilin, a Firestone resident, gave public comment on other public comments made.

13. Reports

a. Staff

b. Mayor

Mayor Peterson responded to the public's questions and Trustee Conyac's questions. Mayor Peterson spoke on coming together as a community.

c. Trustees

Trustee Holcomb asked a question regarding Take your Child to Work day.

Trustee Conyac congratulated Trustee Holcomb and Mayor Peterson regarding their success during the election. Trustee Conyac asked Mayor Peterson questions from him and the public. Trustee Conyac expressed commitment to the Town.

Trustee Whelan congratulated and welcomed Trustee Holcomb and Mayor Peterson. Trustee Whelan expressed commitment to the Town and an opportunity for Mayor Peterson to mend fences.

Trustee Sharp congratulated Trustee Conyac, Mayor Pro Tem Jimenez, Trustee Holcomb, and Mayor Peterson. Trustee Sharp reported on disinformation and working together.

Trustee Doherty welcomed Trustee Holcomb and Mayor Peterson. Trustee Doherty expressed appreciation for Trustee Holcomb's line of question and complimented Mayor Peterson's ability to run the meeting. Trustee Doherty reported that the things the Town is working on are exciting, inspiring, and incredible. Trustee Doherty complimented the Town's leaders and executive staff.

Trustee Sharp acknowledged the anniversary of Trustee Heath's passing.

Mayor Pro Tem Jimenez reported on a difficult two years and that the community is torn, but his hope is that Mayor Peterson can fix it. Mayor Pro Tem Jimenez congratulated those who were newly elected. Mayor Pro Tem Jimenez also asked that Mayor Peterson provide assurances to Town staff.

14. Adjournment

Motion by Trustee Conyac, **second** by Mayor Pro Tem Jimenez, to Adjourn at 10:02 PM, All in Favor, **Motion carried.**

Introduced and Approved the 11th of May, 2022.

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: May 11, 2022

Initiated By: Raelynn Ferrera

Dept: Administration

AGENDA TITLE

Resolution 22-51: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BEACON COMMUNICATIONS, LLC FOR THE ANNUAL PREVENTIVE MAINTENANCE INSPECTION OF THE TOWN'S CCTV SYSTEM

SUMMARY

Beacon Communications installed the access control system in the Police and Municipal Court building, Town Hall, and the Public Works facility (in May 2022). Beacon Communications is the preferred vendor for maintaining the system.

Beacon Communications maintains expert-level staff actively participating in industry groups such as SIA (Security Industry Association), SCA (Smart Card Alliance), and government groups such as the GSA Sponsored AWG. Beacon can also keep the Town connected to the Architecture Work Group and ACAGWG (Access Control and Attribute Governance Working Group).

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of Resolution authorizing execution of said Agreement and authorizing staff to expend funds.

ALTERNATIVES

ATTACHMENTS

1. 22-51 RESO Beacon
2. Beacon Access Control and Camera System Service Agreement 2022-2023 4-21-22

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 22-51

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

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

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

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

The Agreement between the Town of Firestone and Beacon Communications, LLC, for Annual Preventive Maintenance Inspection of the Town's CCTV System, is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 11th day of May, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Peterson, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this _____ day of _____, 2022 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue , Firestone, Colorado 80504 (the "Town"), and **BEACON COMMUNICATIONS, LLC**, an independent contractor with a principal place of business at 7810 Shaffer Parkway, Ste 120, Littleton, Colorado 80127("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as: **Access Control and Camera System Service Agreement**.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor **\$36,291.00**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

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

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

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

V. OWNERSHIP

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

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

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

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

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

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

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

VIII. INDEMNIFICATION

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

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

IX. ILLEGAL ALIENS

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

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

C. Verification.

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

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

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

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

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

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

X. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF FIRESTONE, COLORADO

Drew Peterson, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

BEACON COMMUNICATIONS, LLC

By: *Johnathan Hasserd*
Johnathan Hasserd

EXHIBIT A SCOPE OF SERVICES

Contractor's Duties

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

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

Contractor's Deliverables

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

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

QTY	Manufacturer	Model	Description
1	Exceed ID	Mt15	Reader, Single Gang. No Keypad
3	Exceed ID	MTK15	Reader with Keypad
1	Power Sonic	OW-OPS1270	Battery, 12 Volt, 7Amp
2	Panasonic	WV-S2131L	Day and Night Camera

- Written report from PM Visit

**EXHIBIT B
TERMS OF AGREEMENT**

Service Period

May 11, 2022 through May 31, 2023

Contract is subject to renewal with new proposal or amendment.

Service Labor Rates:

Normal Business Hours

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

After Hours

Monday through Friday \$165.00 / hr

Weekends \$195.00 / hr

Holidays \$300.00 / hr

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

**EXHIBIT B
TERMS OF AGREEMENT**

Service Period

April 1, 2022 through March 31, 2023

Contract is subject to renewal with new proposal or amendment.

Service Labor Rates:

Normal Business Hours

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

After Hours

Monday through Friday \$165.00 / hr

Weekends \$195.00 / hr

Holidays \$300.00 / hr

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

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.c

Consent Agenda

Meeting Date: May 11, 2022

Initiated By: Raelynn Ferrera

Dept: Administration

AGENDA TITLE

Resolution 22-52: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACCEPTING A GRANT OF PERMANENT EASEMENT FROM QUADRANT MANAGEMENT, INC. FOR OPERATION OF A SANITARY SEWER SERVICE LINE, AND APPROVING AN AGREEMENT BETWEEN QUADRANT MANAGEMENT, INC. AND THE TOWN OF FIRESTONE FOR SUCH EASEMENT

SUMMARY

A vital part of the Public Works Facility Expansion and Remodel project was to connect the facility to sewer service. Quadrant Management owns the property adjacent to the Public Works Facility where the sewer line was installed.

This easement will allow the Town access to the property owned by Quadrant Management for the purpose of maintaining the sanitary sewer service line that serves the Public Works Facility.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of Resolution authorizing execution of said Agreement and authorizing staff to expend funds.

ALTERNATIVES

ATTACHMENTS

1. Quadrant PE Reso
2. UTILITY EASEMENT AND AGREEMENT FINAL

FINANCIAL CONSIDERATIONS

Acres 2.04

Estimated Cost Per Acre \$15,713 (Based on 2019 actual sale with yearly uplift)

Total Sale Value of Land **\$ 32,054.52**

RESOLUTION NO. 22-52

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, ACCEPTING A GRANT OF PERMANENT
EASEMENT FROM QUADRANT MANAGEMENT, INC. FOR
OPERATION OF A SANITARY SEWER SERVICE LINE, AND
APPROVING AN AGREEMENT BETWEEN QUADRANT
MANAGEMENT, INC. AND THE TOWN OF FIRESTONE FOR SUCH
EASEMENT**

WHEREAS, Quadrant Management, Inc. (“Grantor”) owns certain real property located in Weld County, Colorado; and

WHEREAS, the Town desires to construct and install a 4” sanitary sewer service line (the “Improvements”) on a portion of Grantor’s Property, for the collection and conveyance of wastewater from a public works facility located on Town-owned property to the St. Vrain Sanitation District’s wastewater collection system; and

WHEREAS, the Town desires to obtain from Grantor, and Grantor desires to grant to the Town, a permanent easement on, over, under and across a portion of Grantor’s property for the purpose of constructing the Improvements pursuant to the terms and conditions contained in a Permanent Easement agreement, attached hereto as Exhibit A.

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

Section 1. The Board of Trustees accepts the grant of a permanent easement from Quadrant Management, Inc. to the Town to use a strip of land owned by Quadrant Management, Inc.. for constructing and operating a sanitary sewer service line on said strip of land.

Section 2. The Board of Trustees authorizes and approves the Permanent Easement agreement between Quadrant Management, Inc. and the Town of Firestone in the substantially the same form as the copy attached hereto as Exhibit A. The Mayor is authorized to execute the agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of _____, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

UTILITY EASEMENT AND AGREEMENT

THIS UTILITY EASEMENT AND AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2022, by and between **QUADRANT MANAGEMENT INC.**, a Colorado corporation, whose address is 7040 WCR 20, Longmont, CO 80504 ("Grantor") and **THE TOWN OF FIRESTONE, COLORADO**, a municipal corporation organized and existing under and by virtue of the laws of the State of Colorado, whose address is 9950 Park Ave., Firestone, Colorado, 80504 (the "Grantee").

1. **Grantor's Property.** Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, as legally described in **Exhibit A** (the "Property").
2. **Consideration - Grant of Permanent Easement.** For and in consideration of the covenants and agreements set forth herein, the sum of **THIRTY-TWO THOUSAND, FIFTY-FOUR DOLLARS AND FIFTY-TWO CENTS. (\$32,054.52)**, and other good and valuable consideration, the receipt and adequacy of which Grantor acknowledges, the Grantor grants, sells and conveys to the Grantee, its successors and assigns, a non-exclusive, permanent easement (the "Permanent Easement") on, over, under and across the Property as described more fully on **Exhibit B**, attached to and made a part of this Agreement (the "Permanent Easement Area"), subject to the terms, conditions and restrictions set forth below.
3. **Purpose and Uses of Permanent Easement.** Grantee may use the Permanent Easement: (a) to construct, install, operate, access, maintain, repair, replace, inspect and remove at any time and from time to time one or more underground sanitary sewer lines, accessories, improvements, manholes and all other related appurtenant subsurface facilities for the conveyance and distribution of wastewater (the "Improvements") over, under, through and within the Permanent Easement Area; (b) to replace and remove at any time and from time to time the Improvements constructed hereunder either in the original location or at any alternate locations within the Permanent Easement Area, generally consistent with the intended purposes of the Permanent Easement and (c) to mark the location of the Permanent Easement Area and the Improvements by suitable markers set and maintained in the ground.
4. **Access.** Additionally, Grantor grants and conveys to Grantee a permanent easement (the "Access Easement") for the purpose of ingress to and egress to and from the Permanent Easement Area upon, over, in and across the Property, as described more fully on **Exhibit B**, attached hereto and made a part of this Agreement (the "Access Easement Area").
5. **Grantor's Rights in Easement Area.** Grantor reserves the right to use the Permanent Easement Area for any purposes which will not impair, endanger or unreasonably interfere with any of the Improvements or with Grantee's full enjoyment of the rights hereby granted. Grantor shall not impair the lateral or subjacent support for the Improvements or the Permanent Easement Area, or otherwise change the ground level in the Permanent

Easement Area. Grantor shall not erect or construct any permanent structure or building, drill or operate any well, construct any reservoir or impoundment, or install or plant any trees or woody shrubs within the Permanent Easement Area without the prior written consent of the Grantee, which shall not be unreasonably withheld. Grantee shall have the right to cut, mow, or otherwise remove trees, undergrowth, weeds, brush, vegetation or other obstructions from the Permanent Easement Area that, in its judgment, may injure, endanger or interfere with the Improvements or Grantee's exercise of the rights granted herein. Grantor reserves all other rights, including the right to use the Permanent Easement Area for vehicular and pedestrian access, including low maintenance landscaping and soft surface and/or concrete trails, as well as the right to cross the Permanent Easement Area with other utilities or other easements; provided, however, that any such utility crossings, access or other easements do not interfere with, adversely impact or otherwise disturb the Improvements or impair the rights granted to Grantee under this Permanent Easement, and provided that any new underground utilities, facilities or other improvements are not installed or located within twenty-four inches above (vertically) and ten feet on either side of (horizontally) the centerline of the underground sanitary sewer pipeline (the "No-Install Zone"), or that construction or installation of any new underground utilities, facilities or other improvements do not require relocation of or future modifications to any existing Improvements. Grantee shall in no event be liable for any damages to any landscaping, trails, new underground or aboveground utilities, facilities or other improvements installed or located within the No-Install Zone or the Permanent Easement Area resulting from the Improvements or caused by the exercise of Grantee's rights hereunder.

6. Maintenance of the Permanent Easement Area.

(a) Upon completing any work in the Permanent Easement Area, Grantee will make such repairs or take such other action as may be necessary to restore the Permanent Easement Area to a condition comparable to its condition prior to Grantee's activities in the Permanent Easement Area, including but not limited to the reseeding and replanting of any disturbed areas in a manner reasonably satisfactory to Grantor, correction of any subsidence, and restoration of any other improvements or conditions impacted by Grantee's activities, except as necessarily modified to accommodate the Improvements.

(b) Upon completion of construction work in the Permanent Easement Area, Grantor will maintain the surface of the Permanent Easement Area in compliance with any applicable weed, nuisance or other legal requirements.

7. Depth of Cover. Unless a greater depth is required by applicable law, Grantee shall initially bury the underground sanitary sewer line within the Permanent Easement Area at a minimum depth of five (5) feet below the surface of the ground.

8. 6. Representations and Warranties of Grantor.

(A) Grantor represents to the City, to Grantor's knowledge as of the date of the execution of this Permanent Easement, with respect to the Property that: (1) the Property has never been used as a landfill or waste dump; (2) that there has been no installation in or production,

disposal, or storage on the Property of any hazardous substances, including, without limitation, asbestos, by Grantor, Grantor's tenants, or any previous owner or previous tenants, or any other activity which could have toxic results; (3) there is no underground storage tank on the Property; and (4) there is no proceeding or inquiry by any governmental authority or agency with respect thereto. Grantor shall indemnify, defend and hold the City harmless from and against any and all claims, demands, and liabilities, costs and expenses (including expert fees and attorney fees) arising or resulting from a breach of the covenants and warranties contained in this paragraph. For the purposes of this Permanent Easement, hazardous substances means all hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601, et seq.) and in Section 25-5-502 of the Colorado Revised Statutes, and petroleum or petroleum products.

(B) Grantor hereby warrants and represents to the City that Grantor is seized with fee title to the underlying real property and there are no other parties with interest; that the rights conveyed herein are free and clear of liens and encumbrances; and that Grantor has sole and exclusive authority to enter into this Permanent Easement.

9. Binding Effect - Runs With Land. This Easement shall extend to and be binding upon the successors and assigns of the respective Parties hereto. The rights and responsibilities set forth in this Easement are intended to be covenants upon the Easement Property and are to run with the land.
10. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties hereto relating to the Easement and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified or amended, except by a writing executed by both Parties.
11. Compliance with Laws. Grantee shall comply with all applicable laws in connection with its use of the Permanent Easement Area, the Access Easement Area, and the Improvements.
12. Governing Law. This Easement and all of the terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado, with venue in Weld County.
13. Severability. If any part, term or provision of this Permanent Easement shall be held unenforceable or invalid, the remainder of this Permanent Easement and the application of such part, term or provision to persons or situations other than those to which it shall have been held unenforceable or invalid shall not be affected thereby, but shall continue to be enforceable and enforceable to the greatest extent permitted by law.
14. Counterparts. This Agreement may be executed by the parties in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement.

[Signatures and acknowledgments on following page]

IN WITNESS WHEREOF, the Grantor and Grantee have executed this instrument on the date and year first above written.

GRANTOR:

QUADRANT MANAGEMENT INC., a Colorado corporation

By: _____

Name: MARCO VEGA

Title: COO

STATE OF ~~COLORADO~~ New York)
) ss
COUNTY OF New York

The foregoing instrument was acknowledged before me this 19th day of April, 2022, by Marco Vega, as COO of Quadrant Management, owner of the Subject Property.

Witness my hand and official seal.

Violeta Figueroa
(Notary Public Official Signature)

Notary Public
(Title of office)

April 30, 2023
(Commission Expiration)

VIOLETA FIGUEROA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FI6057972
Qualified in Bronx County
My Commission Expires 04-30-2023

[Signatures continue on following page]

ACCEPTED BY GRANTEE:

TOWN OF FIRESTONE

By: _____
Drew Peterson, Mayor

ATTEST:

By: _____
Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

By: _____
William P. Hayashi, Town Attorney



ENGINEERING
PLANNING
SURVEYING

:: P 303.682.1131
F 303.682.1149

:: info@civilarts.us
www.civilarts.us

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

EXHIBIT "A"

October 7, 2020

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

LEGAL DESCRIPTION

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

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

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

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

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

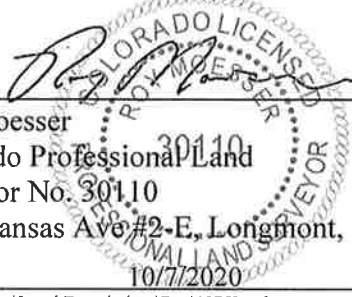
Area = 2.041 acres, more or less.



EXHIBIT "A"

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



Roy Moesser
Colorado Professional Land
Surveyor No. 30110
1500 Kansas Ave #2-E, Longmont, CO 80501
Date: 10/7/2020


Z:\1075-2\Doc\Legal Descriptions\Doc\10752-e.doc

EXHIBIT "B"



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

POINT OF COMMENCEMENT

NW COR. SEC 20
T2N, R67W, 6TH P.M.
FOUND #6 REBAR W/ 2" ALUM. CAP
0.5' BELOW GROUND LEVEL
IN MONUMENT BOX.

PINE CONE AVENUE
(WELD COUNTY ROAD 20)

1692.59'

60' FUTURE
RIGHT-OF-WAY

STREET

NW1/4,
SEC. 20

POINT OF
BEGINNING

(BASIS OF BEARINGS)
S00°41'06"E 2631.23'

W. LINE NW1/4 SEC 20

LOT 1

ADVANCED
FORMING TECHNOLOGY
FILING NO. 1

REC. 3854078

MATCHLINE

30' SANITARY
SEWER EASEMENT
2.041 ACRES

N90°00'00"E
1375.37'

W1/4 COR. SEC 20

FOUND 2-1/2" STEEL PIPE W/ 3-1/4"
BLM. BRASS CAP MARKED "1952" 1.7'
BELOW GROUND LEVEL.

ENGINEERING :: 1500 Kansas Ave., Suite 2-E
PLANNING :: Longmont, CO 80501
SURVEYING :: P 303.682.1131
F 303.682.1149



EXHIBIT "B"

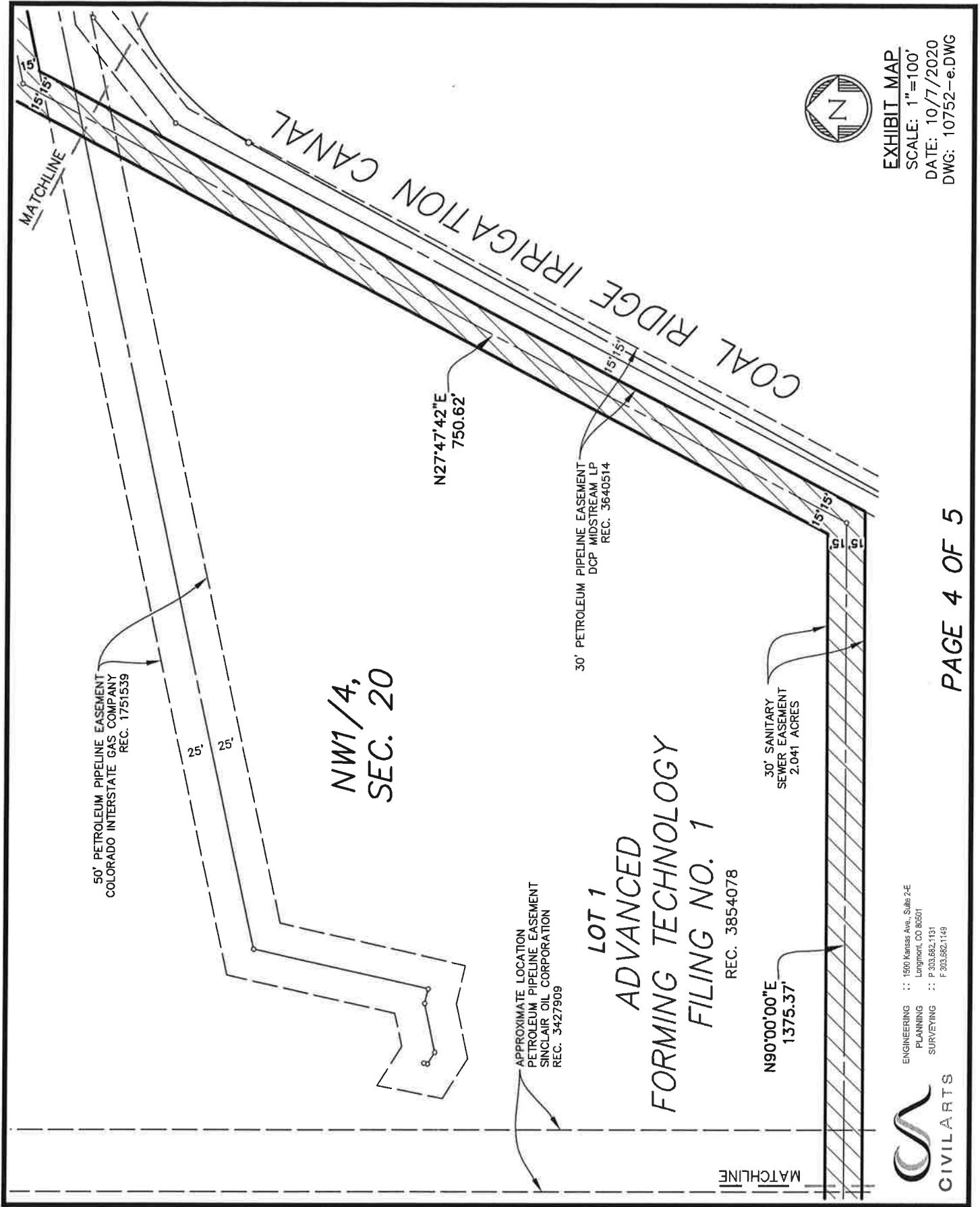


EXHIBIT MAP
SCALE: 1"=100'
DATE: 10/7/2020
DWG: 10752-e.DWG

PAGE 4 OF 5

ENGINEERING :: 1500 Kansas Ave., Suite 2-E
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NW1/4,
SEC. 20
ADVANCED
FORMING TECHNOLOGY
FILING NO. 1

REC. 3854078

LOT 1

OUTLOT A

POINT OF
TERMINATION

50' PETROLEUM PIPELINE EASEMENT
COLORADO INTERSTATE GAS COMPANY
REC. 1751539

N77°50'32"E
837.77'

30' PETROLEUM PIPELINE EASEMENT
DCP MIDSTREAM LP
REC. 3640514

30' SANITARY
SEWER EASEMENT
2.041 ACRES

COAL RIDGE IRRIGATION CANAL

MATCHLINE



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

ENGINEERING :: 1500 Kansas Ave., Suite 2-E
PLANNING :: Longmont, CO 80501
SURVEYING :: P 303.682.1131
F 303.682.1149



**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.d

Consent Agenda

Meeting Date: May 11, 2022

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 22-59: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING THE FIRST AMENDMENT TO THE 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 Cottonwood Colorado Residential, LLC, which owns shares of the Godding Ditch Company and has worked with Town staff on the Native Water Dedication Agreement approved by the Board on November 10, 2021. Since the Agreement was executed, the Developer has paid the Town the Native Water Dedication Fee of \$200,000.00, triggering the investigation period. During the investigation period, the Town determined whether the native water could be used to satisfy, in whole or in part, the dedication requirements for the Developer's lands. Now that the investigation period is completed, the Town has determined the native credit amount for the Developer owned shares, an adjustment is required to the number of credits the Developer will purchase from the Town per the Native Water Credit Purchase Agreement.

Amending the original agreement deadlines as stated in this First Amendment allows the Developer to complete the dedication of the shares by scheduling the Credit Closing within 14 days, transferring the ownership of the shares to the Town, and paying the storage and infrastructure fee.

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.

On April 14, 2021, the Board approved Resolution 21-41, which established the Storage and Infrastructure Fee of \$17,500 per acre-foot of Native Credit derived from the dedication of Godding Ditch Company water.

On November 10, 2021, the Board approved Resolution 21-110 and Resolution 21-111, authorizing the execution of the Native Water Dedication Agreement and the Native Water Credit Purchase Agreement between the Town of Firestone and Cottonwood Colorado Residential, LLC.

RECOMMENDATION

Staff recommends approval of Resolution 22-59, a resolution approving the execution of the First Amendment to the Native Water Dedication Agreement between the Town of Firestone and Cottonwood Colorado Residential, LLC.

ALTERNATIVES

The Board may choose not to approve Resolution 22-59 and provide staff with additional direction.

ATTACHMENTS

1. Res No 22-59 1st Amendment Cottonwood Residential Native Water Dedication
2. First Amendment to Dedication Agreement-CCR Executed
3. Cottonwood Colorado Native Water Dedication Amount April 18 2022
4. Cottonwood Hollow Native Water Dedication Agreement 11-10-2021

FINANCIAL CONSIDERATIONS

Upon execution of the Agreement, the Developer and the Town will schedule the Credit Closing within 14 days. Since the native water credit has been determined, the Developer will pay the Town \$1,575,000.00 for the Storage and Infrastructure Fee at the Credit Closing. All fees will be paid to the Town of Firestone Water Activity Enterprise fund.

RESOLUTION NO. 22-59

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

WHEREAS, the Town of Firestone, acting by and through its Water Activity Enterprise (“Town”) and Cottonwood Colorado Residential, LLC (“Developer”) entered into a Native Water Credit Dedication Agreement on November 10, 2021 (“Agreement”) which would allow Developer to dedicate Gooding Ditch Company shares (“Shares”) to the Town to satisfy its development’s raw water dedication requirements set forth in the Firestone Municipal Code; and

WHEREAS, the Agreement set forth certain deadlines for actions to be taken in the process of dedicating the Shares;

WHEREAS, the parties desire to amend the Agreement to allow Developer additional time to complete the dedication of the Shares to the Town.

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

The First Amendment to the Native Water Dedication Agreement 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 First Amendment on behalf of the Town.

INTRODUCED, READ, AND ADOPTED this 11th day of May, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

APPROVED AS TO FORM:

Jessica Koenig, CMC Town Clerk

William P. Hayashi, Town Attorney

FIRST AMENDMENT TO NATIVE WATER DEDICATION AGREEMENT

This Amendment to the Native Water Dedication Agreement ("Amendment") is entered into this 11th day of May, 2022, 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") (collectively "Parties").

WITNESSETH

WHEREAS, Firestone and Developer entered into a Native Water Dedication Agreement on November 10, 2021 (the "Agreement") which would allow Developer to dedicate certain shares in the Godding Ditch Company (the "Shares") to Firestone in satisfaction of Developer's raw water dedication requirements pursuant to the Firestone Municipal Code; and

WHEREAS, the Agreement sets certain deadlines for certain actions to be taken in the process of dedicating the Shares; and

WHEREAS, the Parties wish to amend those deadlines as stated in this Amendment to allow for Developer to complete the dedication of the Shares to Firestone.

NOW, THEREFORE, for and in consideration of the mutual promises set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, Firestone and Developer agree as follows:

1. The recitals above are hereby incorporated as if fully restated herein.
2. Developer has paid the Native Water Dedication Fee, in accordance with its obligations under the Agreement.
3. The "Investigation Period" as that term is used and defined in the Agreement is completed as of the date of this Amendment. Firestone has provided Developer with its determination regarding the Native Credit (as that term is used in the Agreement) that Developer shall receive from the dedication of the Shares to Firestone.
4. Developer has accepted the determination made by Firestone regarding the amount of Native Credit to be received from the dedication of the Shares and intends to proceed to Credit Closing (as that term is defined in the Agreement). Developer agrees to provide payment to Firestone in the amount of \$1,575,000.00 at the Credit Closing in satisfaction of the Storage and Infrastructure Fee for the dedication of the Shares.
5. Parties hereby agree to waive any objections for failure to meet any of the deadlines set out in the Agreement. Parties agree to hold the Credit Closing within 14 days of this Agreement, which Credit Closing shall occur on or before May 25, 2022. The Parties

agree that if the Credit Closing does not occur on or before May 25, 2022, the Agreement shall be treated as terminated and the Parties shall take all necessary actions described in the Agreement for the termination of the Agreement.

6. The Parties agree that "Developer" as used in the Agreement and this Amendment and for purposes of Firestone's acknowledgement of raw water dedication by Developer, shall mean Cottonwood Colorado Residential, LLC and the related entities: Cottonwood Colorado Residential II, LLC, Cottonwood Colorado Residential III, LLC, Cottonwood Colorado Residential IV, LLC, Cottonwood Colorado Residential V, LLC & Cottonwood Colorado Residential VI, LLC ("CCR LLCs"). Firestone shall acknowledge, without the need for a formal assignment, the dedication of Native Credits from the Shares by any of the CCR LLCs as needed for the CCR LLCs to obtain approval and record final plats on the Property until the Native Credits from the Agreement are exhausted.
7. Except as modified by this Amendment, the terms of the Agreement remain in full force and effect.
8. In the event of any inconsistencies between the terms and provisions of this Amendment and those set forth in the Agreement, the terms and conditions of this Amendment shall control in all instances. Capitalized terms not otherwise defined in this Amendment shall have the meaning attributed to those terms in the Contract. Except as set forth in this Amendment, the Contract is ratified and acknowledged by the parties to be in full force and effect. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Executed copies of this Amendment may be delivered by email or facsimile and the parties hereto agree to accept and be bound by electronic or facsimile signatures hereto.

TOWN OF FIRESTONE, COLORADO,
Acting by and through its Water Activity Enterprise

By: _____
Drew Peterson, Mayor

COTTONWOOD COLORADO RESIDENTIAL, LLC



Don Provost as Designated Signatory

Memorandum

To: Julie Pasillas, Director of Public Works
From: Gregg S. Ten Eyck, P.E.
Andrew Case, P.E.
Copy to: A.J. Krieger, Town Manager
Wes Knoll
Brad Grasmick
Reviewed by: Brett Gracely, P.E.
Date: April 18, 2022
Project: 1527TWF08 Task 5
Subject: Cottonwood Colorado Native Water Dedication

1. Background

On November 10, 2021 the Firestone Board of Trustees approved a Native Water Dedication Agreement (Agreement) between the Firestone Water Activity Enterprise and Cottonwood Colorado Residential, LLC (Cottonwood Colorado). In that Agreement Cottonwood Colorado agreed to dedicate water rights (Native Water), in the form of shares of the Godding Ditch Company, to the Town. In exchange, the Town will provide Cottonwood Hollow a Native Credit that will be available towards Cottonwood Colorado's water dedication requirement.

The Agreement also specifies that a Storage and Infrastructure Fee be paid to the Town in connection with dedication of Native Water.

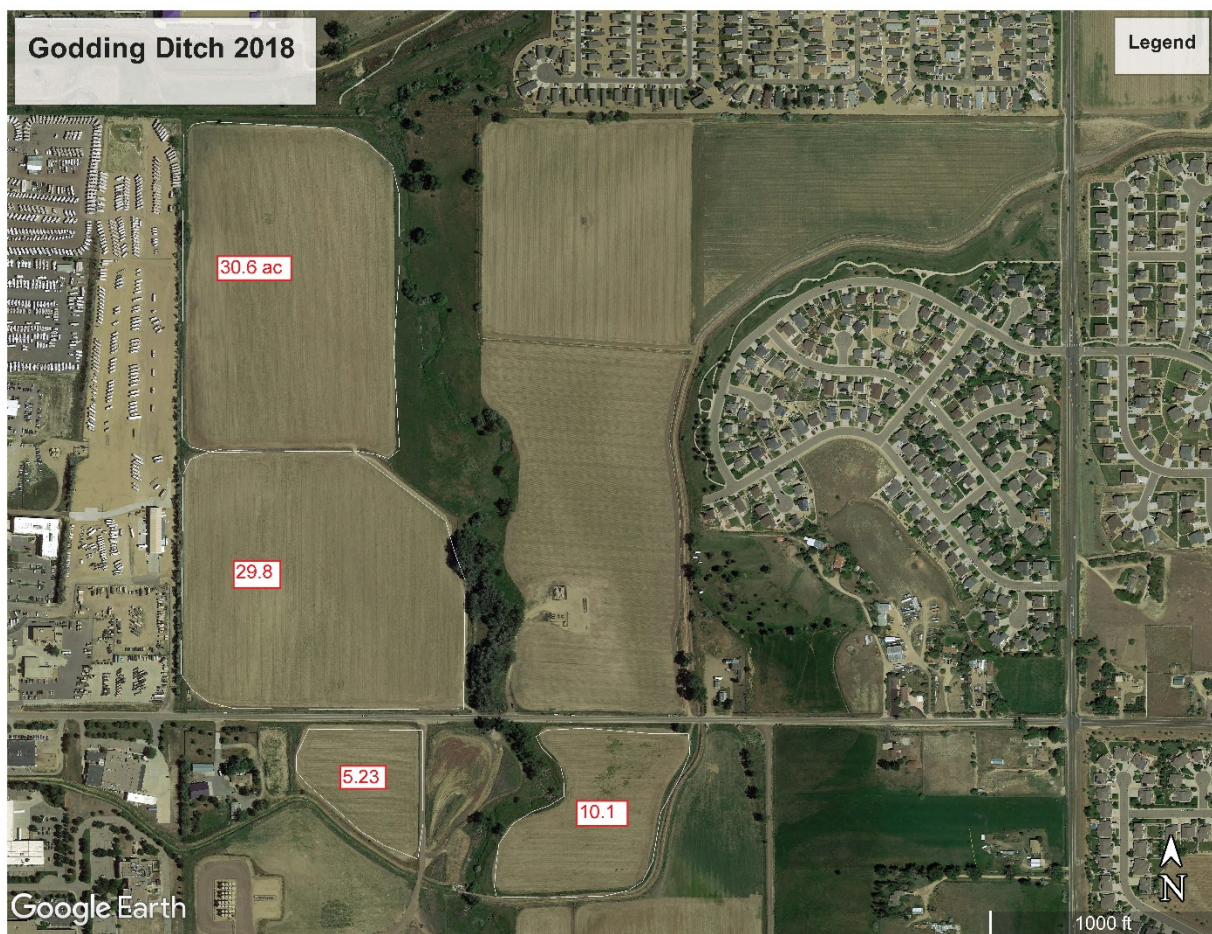
This memo reports on our analysis of the sufficiency of historical use of Native Water from the Godding Ditch Company shares, and provides our recommendation of the amount of Native Credit. In addition, this memo quantifies the amount of Storage and Infrastructure Fee to be paid to the Town.

2. Native Credit Recommendation

Cottonwood Colorado agreed to convey 10 shares of Godding Ditch Company to the Town. Exhibit B to the Agreement contained copies of Godding Ditch stock certificates 343 and 344 for eight (8) and two (2) shares, respectively.

LRE Water (“LRE”) performed a high level historical use analysis of the 10 Godding Ditch Company shares. These shares were historically used to irrigate approximately 80 acres in the E½SW¼ of Section 11, the NE¼NW¼ of Section 14, and the NW¼NE¼ of Section 14 in Township 2 North, Range 68 West of the 6th Principal Meridian, in the vicinity of Sable Avenue and Arbor Street.

Our analysis covered a period of 1950-2020. We were able to develop estimates of deliveries to the irrigated lands from the Godding Ditch, as well as estimates of irrigated areas during that period. As an example, a 2018 aerial photo of the irrigated parcels (after some of the land south of Sable Avenue was starting to be developed) is shown below.



The amount of Native Credit for a dedication of ditch shares is computed as 90 percent of the average annual net depletion associated with the dedicated shares and the associated irrigated parcels. The average annual net depletion is calculated as farm headgate deliveries minus surface return flows minus lagged groundwater return flows.

The 10 percent reduction of credit is to cover estimated transit losses from the turnout from the Godding Ditch into the reservoir as well as evaporation losses from storage.

LRE developed an estimate of the net depletion from irrigation that, in our opinion, will be usable by the Town following a change of use of these 10 share of Godding Ditch Company in water court. We estimate that about 10 acre-feet of average annual net depletions per share will be usable by the Town following a change of use case.

We recommend that the amount of Native Credit derived from to the 10 shares of Godding Ditch that are being conveyed to the Town from Cottonwood Colorado be nine (nine) acre-feet per share, or 90.0 acre-feet in total.

3. Storage and Infrastructure Fee

On April 14, 2021 the Board of Trustees adopted Resolution 21-41, which established the Storage and Infrastructure Fee of \$17,500 per acre-foot of Native Credit derived from dedication of Godding Ditch Company water. Accordingly, the Storage and Infrastructure Fee to be paid to the Town at the Credit Closing described in the Agreement is \$1,575,000.

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.

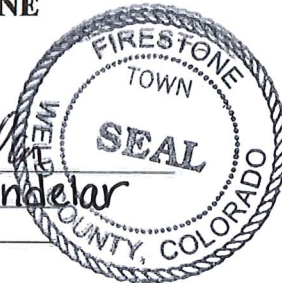
19. Authority. Developer and its undersigned signatory expressly represent and warrant to the Town that Developer has authority to enter into this Agreement and that its undersigned signatory on this Agreement has the authority to bind Developer to the terms of this Agreement

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: Bobbi Sindelar
Name: Bobbi Sindelar
Title: mayor



**COTTONWOOD COLORADO
RESIDENTIAL, LLC:**

By: [Signature]
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:

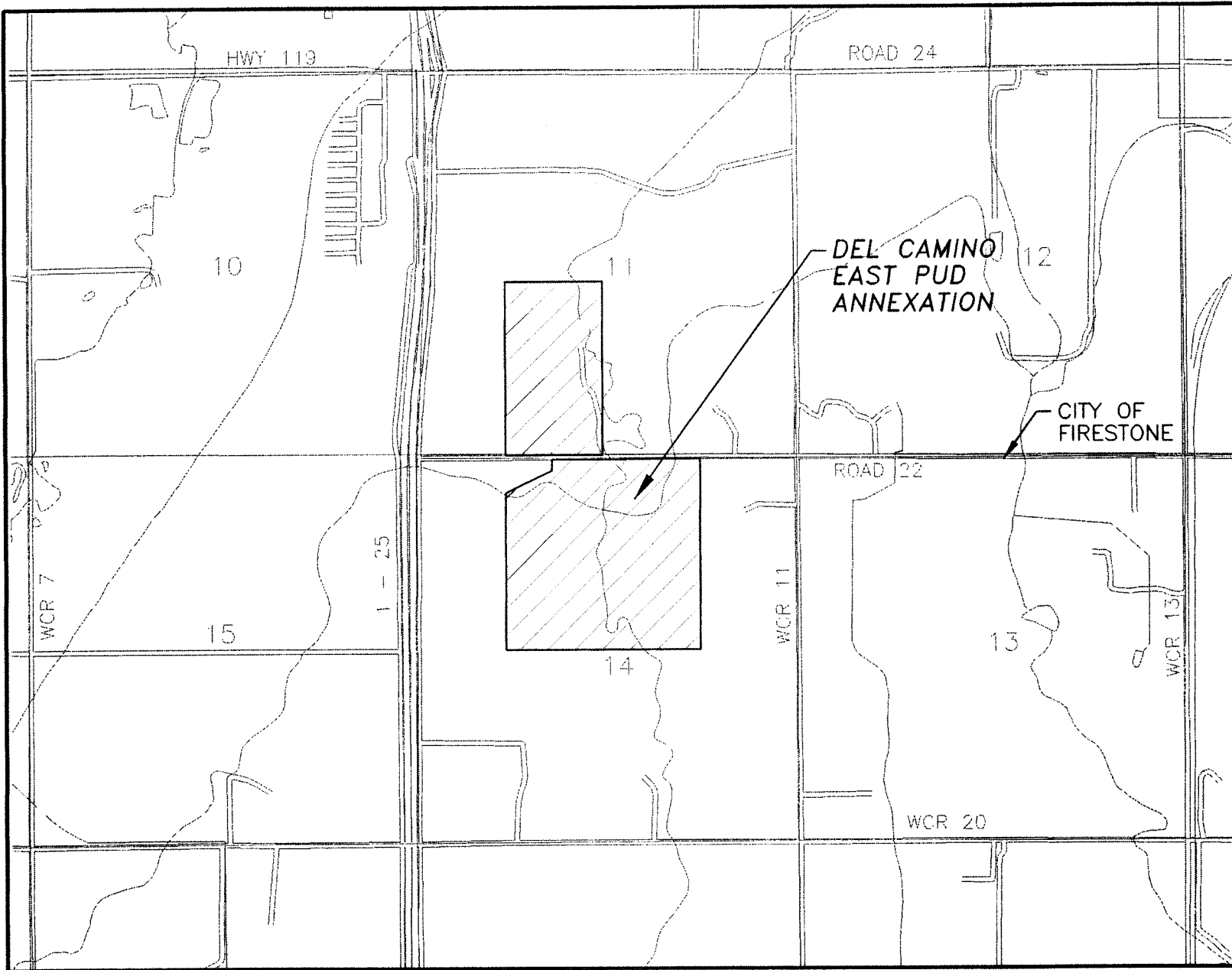
PROPOSED FLOODPLAIN IS APPROVED BY FEMA C.L.O.M.R..

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 10th 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.

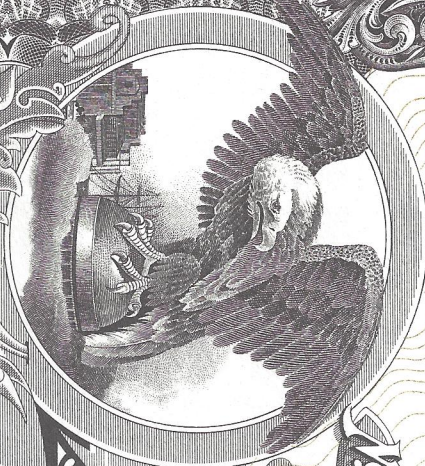
AREA = 153.159 ACRES, MORE OR LESS.

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

- TWO - Shares of

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

is the owner of each of the Capital Stock of

transferrable only on the books of the Corporation by the holder thereof 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

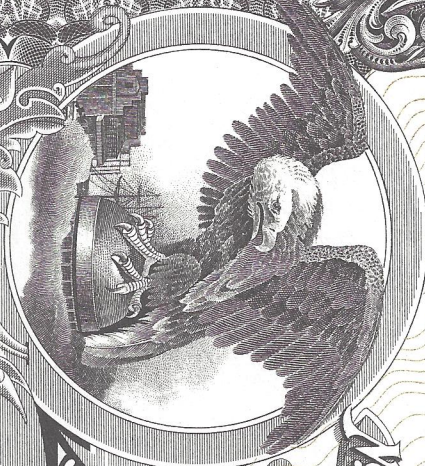
this 17th day of March, 2021

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

transferrable only on the books of the Corporation by the holder
known 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 attested with the Seal of the Corporation
this 17th day of March, 2021.

Dei
Secretary

Emmeline
President

SHARES

EACH

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.e

Consent Agenda

Meeting Date: May 11, 2022

Initiated By: Jessica Koenig

Dept: Town Clerk

AGENDA TITLE

Ordinance 1009: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO REPEALING AND REENACTING IN ITS ENTIRETY TITLE 9 PUBLIC PEACE MORALS AND WELFARE OF THE FIRESTONE MUNICIPAL CODE

SUMMARY

Title 9 Public Peace Morals and Welfare of the Firestone Municipal Code has not been significantly amended since 1989. There is thus a need to delete outdated and duplicative offenses and update both the elements and penalties of certain offenses. Additionally, there are numerous offenses such as those pertaining to fireworks, excessive sound, amplified noise, and junked and abandoned vehicles, which are more appropriately addressed in the Municipal Codes nuisance provisions.

The proposed Ordinance is modeled after the State's Criminal Code set forth in Title 18 C.R.S. One advantage of this is that the officers already use Title 18 for matters prosecuted in Weld County. Additionally, there is case law which supports the States definitions, general procedures as to matters such as affirmative defenses, attempt and complicity and the elements of offenses for which the Town has jurisdiction of, such as assault, reckless endangerment, harassment, and disorderly conduct.

Another benefit is that when there are legal challenges to state offenses of which the Town has a counterpart the Town can quickly amend the Town's offense. For example, a portion of the States offense of Harassment C.R.S. 18-9-111 for which the Town has a counterpart was recently declared to be unconstitutional by the Colorado Supreme Court. The Court's order set forth the language which must be deleted, and that change has been incorporated into the draft ordinance.

HISTORY AND PREVIOUS BOARD ACTION

Though there have been some recent amendments such as those prohibiting the use of marijuana there have not been significant updates to Title 9 since 1989.

RECOMMENDATION

The ordinance has been reviewed by the Police Department and Municipal Court Judge both of which support its adoption.

ALTERNATIVES

There is none as the current ordinance is outdated and must be amended to comply with current law.

ATTACHMENTS

1. 1009 Criminal Code Amend Ord

FINANCIAL CONSIDERATIONS

ORDINANCE NO. 1009

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND REENACTING IN ITS ENTIRETY TITLE 9, PUBLIC PEACE, MORALS AND WELFARE OF THE FIRESTONE MUNICIPAL CODE

WHEREAS, the Town of Firestone's ("Town"), Criminal Offenses set forth in Title 9 of the Firestone Municipal Code have not been comprehensively reviewed and amended since 1988 and are in need of updates to ensure compliance with current case law and statutes and to address issue of concern within the community; and

WHEREAS, for general offenses, it is beneficial for enforcement, officer training and administrative convenience of staff and the municipal court to use the State's Criminal Code, as set forth in C.R.S. Title 18 as guidance for enforcement of the Town's criminal code.

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

Section 1. Title 9, Public Peace, Morals and Welfare, of the Firestone Municipal Code is repealed in its entirety and reenacted to provide as follows:

CHAPTER 9.04 - GENERAL PROVISIONS

9.04.010 - Definitions.

(a) Except where such is otherwise defined within this chapter the words, terms and phrases used in this chapter shall have the meanings ascribed to them in the Colorado Criminal Code, Colorado Revised Statutes ("C.R.S.") § 18-1-101 et seq., as same may be amended from time:

- (1) Bodily injury means physical pain, illness, or any impairment of physical or mental condition.
- (2) Conceal means to place or attempt to place out of view in such manner and circumstances as to indicate intent to prevent others from seeing or discovering the presence of the thing concealed.
- (3) Criminal negligence means when through a gross deviation from the standard of care that a reasonable person would exercise, a person fails to perceive a substantial and unjustifiable risk that a result will occur or that a circumstance exists.
- (4) Deadly weapon means any firearm, whether loaded or unloaded, knife, bludgeon, or other weapon, device, instrument, material or substance, whether animate or inanimate, which in the manner it is used or intended to be used is capable of producing death or serious bodily injury.
- (5) Emergency medical service provider means a member of a public or private emergency medical service agency, whether that person is a volunteer or receives compensation for services rendered as such emergency medical service provider.
- (6) Intentionally or with intent. All offenses defined in this title in which the mental culpability requirement is expressed as "intentionally" or "with intent" are declared

to be specific intent offenses. A person acts "intentionally" or "with intent" when a person's conscious objective is to cause the specific result proscribed by the ordinance defining the offense. It is immaterial to the issue of specific intent whether or not the result actually occurred.

- (7) Knowingly or willfully means all offenses defined in this title in which the mental culpability requirement is expressed as "knowingly" or "willfully" are declared to be general intent crimes. A person acts "knowingly" or "willfully" with respect to conduct or to a circumstance described by an ordinance defining an offense when the person is aware that such person's conduct is of such nature or that such circumstance exists. A person acts "knowingly" or "willfully," with respect to a result of such person's conduct, when the person is aware that the person's conduct is practically certain to cause the result.
- (8) Loiter means to be dilatory, to stand idly around, to linger, delay, or wander about, to remain, abide, or tarry in public places.
- (9) Peace officer, police officer or law enforcement officer means as defined in C.R.S. § 16-2.5-101 and/or C.R.S. § 16-2.5-105, as same may be amended.
- (10) Public place means a place to which the public or a substantial number of the public has access, and includes, but is not limited to, highways, transportation facilities, schools, places of amusement, parks, playgrounds, and the common areas of public and private buildings and facilities.
- (11) Recklessly means when a person consciously disregards a substantial and unjustifiable risk that a result will occur or that a circumstance exists.
- (12) Serious bodily injury means bodily injury which involves a substantial risk of death, serious permanent disfigurement, or protracted loss or impairment of the function of any part or organ of the body.
- (13) Vehicle means a machine propelled by power other than human power designed to travel along the ground by use of wheels, treads, runners or like, to transport persons or property or pull machinery and shall include, without limitation, automobile, airplane, truck, trailer, motorcycle, motor scooter, tractor, buggy and wagon.

CHAPTER 9.08 - OFFENSES - GENERAL

9.08.010 - Intent.

It is the intent and purpose of this title not to define as unlawful any conduct which is defined as a felony under the Colorado Criminal Code, as amended, or any succeeding enactment of state law, and this title will be so construed, notwithstanding any language contained herein which might otherwise be construed to the contrary.

9.08.020 - Affirmative defenses.

The affirmative defenses as set forth in the Colorado Criminal Code C.R.S. § 18-1-710 as amended, shall be available as affirmative defenses to prosecutions in the municipal court.

9.08.030 - Attempts to commit crime.

- (a) A person commits criminal attempt if, acting with the kind of culpability otherwise required

for commission of an offense, the person engages in conduct constituting a substantial step toward the commission of the offense. A substantial step is any conduct, whether act, omission, or possession, which is strongly corroborative of the actor's purpose to complete the commission of the offense. Factual or legal impossibility of committing the offense is not a defense if the offense could have been committed had the attendant circumstances been as the actor believed them to be, nor is it a defense that the crime attempted was actually perpetrated by the accused.

(b) A person who engages in conduct intending to aid another to commit an offense commits criminal attempt if the conduct would establish the person's complicity under this section were the offense committed by the other person, even if the other is not guilty of committing or attempting the offense.

(c) It is an affirmative defense to a prosecution under this title that defendant abandoned the effort to commit the crime or otherwise prevented its commission, under circumstances manifesting the complete and voluntary renunciation of criminal intent. The renunciation shall not be deemed voluntary where motivated by fear of imminent discovery of or apprehension for the defendant's criminal conduct.

9.08.040 - Complicity.

(a) A person is legally accountable as principal for the behavior of another constituting a criminal offense if, with the intent to promote or facilitate the commission of the offense, the person, aids, abets, or advises the other person in planning or committing the offense.

(b) It is not a defense to a prosecution under this title that the other person whose behavior constitutes a criminal offense was not or could not be prosecuted for the offense.

(c) It is an affirmative defense to a prosecution under this title that the defendant prevented or attempted to prevent the commission of the underlying offense, under circumstances manifesting the complete and voluntary renunciation of such person's criminal intent. The renunciation shall not be deemed voluntary where motivated by fear of imminent discovery of or apprehension for the defendant's criminal conduct.

9.08.050 - Charging inchoate offenses.

It shall be sufficient notice of the charging of an inchoate offense where the complaint states the name and section number of the underlying offense. A defendant shall not be acquitted or a complaint dismissed solely on the ground that the prosecution's theory of the defendant's guilt relies upon an inchoate offense which has not been expressly charged.

9.08.060 – Parental/legal guardian responsibilities.

(a) A parent/legal guardian shall attend required appearances for their minor child in municipal court who is under eighteen years of age and for whom they have custody and control.

(b) Whenever a minor child as defined herein is convicted of a municipal offense or found liable for a traffic offense, the parent/legal guardian shall be jointly responsible for payment of such fine, penalty or court costs imposed by the municipal court.

CHAPTER 9.12 – OFFENSES AGAINST PERSONS

9.12.010 - Assault.

(a) It shall be unlawful to commit assault. A person commits assault by:

- (1) Knowingly or recklessly causing bodily injury to another person or with criminal negligence cause bodily injury to another person by means of a deadly weapon; or
- (2) With intent to harass, annoy, threaten, or alarm another person whom the actor knows or reasonably should know to be a peace officer, a firefighter, an emergency medical care provider, or an emergency medical service provider, causes such person to come into contact with blood, seminal fluid, urine, feces, saliva, mucus, vomit, or toxic, caustic, or hazardous material by any means, including throwing, tossing, or expelling the fluid or material.

(b) Emergency medical care provider means a doctor, intern, nurse, nurse's aide, physician's assistant, ambulance attendant or operator, air ambulance pilot, paramedic, or any other member of a hospital or health care facility staff or security force who is involved in providing emergency medical care at a hospital or health care facility, or in an air ambulance or ambulance as defined in C.R.S. § 25-3.5-103(1) and (1.5).

9.12.020 - Menacing; without deadly weapon.

It shall be unlawful for any person to knowingly place or attempt to place another person in fear of imminent serious bodily injury by any threat or physical action; provided, however, that if such is with the use of a deadly weapon, then this section shall not apply.

9.12.030 - Reckless endangerment.

It shall be unlawful for any person to recklessly engage in conduct that creates substantial risk of serious bodily injury to another person.

9.12.040 - Harassment.

(a) It shall be unlawful to commit harassment. A person commits harassment if, with intent to harass, annoy, or alarm another person, he or she:

- (1) Strikes, shoves, kicks, or otherwise touches or subjects a person to physical contact;
- (2) In a public place directs obscene language or makes an obscene gesture to or at another person;
- (3) Follows a person in or about a public place;
- (4) Directly or indirectly initiates communication with a person, or directs language towards another person, anonymously or otherwise by telephone, telephone network, data network, text message, instant message, computer, computer network, computer system or other interactive electronic medium in a manner intended to threaten bodily injury or property damage, or makes any comment, request, suggestion, or proposal by telephone, or computer, computer network, computer system or other interactive electronic medium that is obscene;
- (5) Makes a telephone call or causes a telephone to ring repeatedly, whether or not a conversation ensues, with no purpose of legitimate conversation;

- (6) Makes repeated communications at inconvenient hours that invade the privacy of another and interfere in the use and enjoyment of another's home or private residence or other private property; or
- (7) Repeatedly insults, taunts, challenges or makes communications in offensively coarse language to another in a manner likely to provoke a violent or disorderly response.

(b) Any act prohibited by subsections (4) and (5) of this section may be deemed to have occurred or to have been committed at the place at which the telephone call, electronic mail, or other electronic communication was either made or received.

(c) As used in this section, unless the context otherwise requires, the term "obscene" means a patently offensive description of ultimate sexual acts or solicitation to commit ultimate sexual acts, whether or not said ultimate sexual acts are normal or perverted, actual or simulated, including masturbation, cunnilingus, fellatio, anilingus or excretory functions.

(d) This section is not intended to infringe upon any right guaranteed to any person by the first amendment to the United States Constitution or article II, section 10 of the Colorado Constitution or to prevent constitutionally protected expression of any religious, political or philosophical views.

9.12.050 - False imprisonment.

It shall be unlawful for any person to knowingly confine or detain another without the other's consent and without proper legal authority. This section shall not apply to a peace officer acting in good faith within the scope of his or her duties or where the person uses force or threat of force to confine or detain a person or where a person confines or detains a person for 12 hours or longer.

CHAPTER 9.16 – OFFENSES AGAINST PROPERTY

9.16.010 - Theft.

(a) It shall be unlawful to commit theft. A person commits theft when such person knowingly obtains, retains or exercises control over anything of value of another without authorization or by threat or deception; or receives, loans money by pawn or pledge on, or disposes of anything of value or belonging to another that he or she knows or believes to have been stolen, and:

- (1) Intends to deprive the other person permanently of the use or benefit of the thing of value;
- (2) Knowingly uses, conceals or abandons the thing of value in such a manner as to deprive the other person permanently of its use or benefits;
- (3) Uses, conceals, or abandons the thing of value intending that such use, concealment, or abandonment will deprive the other person permanently of its use or benefit;
- (4) Demands any consideration to which he or she is not legally entitled as a condition of restoring the thing of value to the other person; or
- (5) Knowingly retains the thing of value more than 72 hours after the agreed-upon time for return in any lease or hire agreement.

(b) This section shall not apply when the aggregate value of the items taken in any one criminal episode exceeds the maximum dollar amount for a class 1 misdemeanor as set forth in C.R.S. § 18-4-401(2)(e) as amended, nor where the item taken is a motor vehicle, trade secret or credit device. Further, this section shall not apply where the theft is committed by fraudulent use of a credit device.

9.16.020 - Shoplifting.

(a) It shall be unlawful to commit the crime of shoplifting. A person commits the crime of shoplifting when such person knowingly takes possession of any unpurchased goods, wares, or merchandise owned or held by and offered or displayed for sale by any store or mercantile establishment, with the intention of converting such goods, wares or merchandise to his or her own use, without paying the purchase price thereof.

(b) If any person willfully conceals unpurchased goods, wares, or merchandise owned or held by and offered or displayed for sale by any store or any other mercantile establishment, whether the concealment is on his or herself or otherwise and whether on or off the premises of said store or mercantile establishment, such concealment constitutes prima facie evidence that the person intended to commit the crime of shoplifting.

(c) If any person triggers an alarm or a theft detection device as defined in C.R.S. § 18-4-417(2), as amended, or conceals upon his or her person or otherwise carries away any unpurchased goods, wares, or merchandise held or owned by any store or mercantile establishment, the merchant or any employee thereof or any peace officer, acting in good faith and upon probable cause based upon reasonable grounds therefor, may detain and question such person, in a reasonable manner for the purpose of ascertaining whether the person has committed theft. Such questioning of a person by a merchant, merchant's employee, or peace or police officer does not render the merchant, merchant's employee, or peace officer civilly or criminally liable for slander, false arrest, false imprisonment, malicious prosecution, or unlawful detention.

(d) This section shall not apply where the value of the unpurchased goods, wares or merchandise exceeds the maximum dollar amount for a class 1 misdemeanor as set forth in C.R.S. § 18-4-401(2)(e), as amended.

9.16.030 - Theft detection devices prohibited.

(a) It shall be unlawful for any person to knowingly manufacture, distribute, or sell a theft detection shielding device or a theft detection deactivating device with the knowledge that some person intends to use the device in the commission of an offense involving theft.

(b) It shall be unlawful for any person to possess a theft detection shielding device or a theft detection deactivating device with the intent to use the device possessed, or with the knowledge that some person intends to use the device possessed, in the commission of an offense involving theft.

(c) It shall be unlawful for any person to knowingly deactivate or remove a theft detection device or any component thereof in any store or mercantile establishment without authorization prior to purchase.

(d) As used in this section:

- (1) "Theft detection deactivating device" means any tool, instrument, mechanism, or other article adapted, designed, engineered, used, or operated to inactivate,

incapacitate, or remove a theft detection device without authorization. "Theft detection deactivating device" includes, but is not limited to, jumper wires, wire cutters, and electronic article surveillance removal devices.

- (2) "Theft detection device" means an electronic or magnetic mechanism, machine, apparatus, tag, or article designed and operated for the purpose of detecting the unauthorized removal of merchandise from a store or mercantile establishment.
- (3) "Theft detection shielding device" means any tool, instrument, mechanism, or article adapted, designed, engineered, used, or operated to avoid detection by a theft detection device during the commission of an offense involving theft. "Theft detection shielding device" includes, but is not limited to, foil-lined or otherwise modified clothing, bags, purses, or containers capable of and for the sole purpose of avoiding detection devices.

9.16.040 - Fraudulent failure to pay admission fee.

It shall be unlawful for any person to, fraudulently or without lawful authorization, enter any venue, facility or establishment where an admission fee is charged without payment of the required fee; provided that nothing herein shall be deemed to prohibit or restrict the admission of police officers or other public officials engaged in the performance of their official duties.

9.16.050 - Criminal mischief.

- (a) It shall be unlawful for any person to knowingly damage the real or personal property of one or more other persons, including property owned by the person jointly with another person, or property owned by the person in which another person has a possessory or proprietary interest.
- (b) This section shall not apply where the aggregate damage to the real or personal property exceeds the maximum dollar amount for a class 1 misdemeanor, as set forth in C.R.S. § 18-4-501, as amended.

9.16.060 - Graffiti prohibited.

- (a) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings as ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Graffiti shall mean any marking, symbol, slogan, logo, wording, phrase, name or other extraneous painting, drawing, scratching, etching, inscribing or writing by use of paint, spray, markers, ink, glass cutting or etching tool or cream, or other method applied to public or private property without the consent of the owner, and which is not commercial or political advertising.

Minor shall mean any person less than 18 years of age.

Prohibited graffiti material shall mean any can of spray paint, spray paint nozzle, broad tipped marker pen, paint pen, glass cutting tool, or glass etching tool or cream which goods are further defined herein as:

- (1) "Broad tipped marker pen" means a felt-tip marker, or similar implement containing a fluid which is not water soluble with a tip that exceeds one-quarter inch in width.
- (2) "Paint pens" means a tube, marker, or other pen-like instrument with a tip of one-quarter inch in diameter or less that contains paint or a similar fluid and an internal paint agitator.

- (3) "Spray paint" means any aerosol container that is made or adapted for the purpose of applying paint or other substance capable of defacing property.
 - (4) "Spray paint nozzle" means a nozzle designed to deliver a spray of paint of a particular width or flow from a can of spray paint.
- (b) Unlawful placement upon property. It shall be unlawful for any person to place any graffiti upon any public or private property.
- (c) Possession prohibited.
- (1) It shall be unlawful for any minor, except a minor under the direct supervision of the minor's parent, legal guardian, school teacher, or a law enforcement officer in the performance of such person's duty, to purchase, procure, or possess, or attempt to purchase, procure, or possess, any prohibited graffiti material.
 - (2) It shall be an affirmative defense to charges under this subsection that the minor possessing the material was:
 - a. Within his or her home;
 - b. In the course of his or her employment; or
 - c. Upon real property with permission from the owner, occupant, or person having lawful control of such property, which person may also lawfully possess such materials.
- (d) Sale prohibited to minor.
- (1) It shall be unlawful for any person, other than a parent, legal guardian, school teacher, or law enforcement officer in the performance of such person's duty, to sell, exchange, give, deliver, loan, or otherwise furnish or cause to permit to be sold, exchanged, given, delivered, loaned or otherwise furnished any prohibited graffiti material to any minor unless the minor is accompanied by his or her parent or legal guardian.
 - (2) It shall be an affirmative defense to prosecution under this section that the merchant has adopted and enforces a written policy against selling prohibited graffiti materials to minors, has informed its employees of the applicable laws regarding the sale of prohibited graffiti materials to minors, requires that employees verify the age of customers who desire to purchase prohibited graffiti materials and has established and imposes sanctions upon its employees for noncompliance.
- (e) Signs required. It shall be unlawful for any person who sells or offers to sell any prohibited graffiti material to fail to display a warning sign. Such warning sign shall be displayed in a prominent place within the premises at all times and shall have a minimum height of 14 inches and a width of 11 inches, with lettering of at least one-half inch in height and shall read as follows:
- WARNING
- IT IS ILLEGAL TO SELL TO ANY PERSON UNDER EIGHTEEN YEARS OF AGE ANY SPRAY PAINT, SPRAY PAINT NOZZLE, BROAD TIPPED MARKER PEN, PAINT PEN, GLASS CUTTING TOOL, OR GLASS ETCHING TOOL OR INSTRUMENT UNLESS SUCH PERSON IS ACCOMPANIED BY THEIR PARENT OR LEGAL GUARDIAN.
- (f) Display and storage. It shall be unlawful for any person who owns, conducts, operates, or

manages a business where prohibited graffiti materials are sold or who sells or offers for sale any prohibited graffiti material to store or display, or cause to be stored or displayed prohibited graffiti material in an area that is accessible to the public without employee assistance. This subsection shall not be construed to preclude or prohibit the storage or display of prohibited graffiti material in an area viewable by the public so long as such items are not accessible to the public without employee assistance.

(g) Contributing to unlawful possession.

- (1) It shall be unlawful for any person, except a law enforcement officer in the performance of his/her duty, to knowingly allow a minor to possess prohibited graffiti materials upon any public or private real property.
- (2) It shall be an affirmative defense to charges under this subsection that the minor possessing the material was:
 - a. Within the minor's home;
 - b. In the course of his or her employment; or
 - c. Upon real property with permission from the owner, occupant, or person having lawful control of such property, which person may also lawfully possess such materials.

9.16.070 - Tampering.

- (a) It shall be unlawful for any person to tamper with the property of another with the intent to cause injury, inconvenience, or annoyance to that person or to another or for any person to knowingly make an unauthorized connection with property of a utility.
- (b) For the purposes of this section "tamper" means to interfere with something improperly, to meddle with, or to make unwarranted alterations in its condition.

9.16.080 - Joyriding.

- (a) It shall be unlawful and constitute joyriding for any person to drive or take any motor vehicle without the consent of the owner or lawful possessor thereof, with the intent of temporarily depriving the owner or possessor of the use of the same, or temporarily making use thereof.
- (b) If the person who in the course of so driving or taking the motor vehicle does one or more of the following, joyriding has not occurred:
 - (1) Retains possession or control of the motor vehicle for more than 24 hours;
 - (2) Attempts to alter or disguise or alters or disguises the appearance of the motor vehicle;
 - (3) Attempts to alter or remove or alters or removes the vehicle identification number;
 - (4) Uses the motor vehicle in the commission of a crime other than a traffic offense;
 - (5) Causes \$500.00 or more property damage in the exercise or control of the motor vehicle;
 - (6) Causes bodily injury to another person while he is in the exercise or control of the motor vehicle;
 - (7) Removes the motor vehicle from this state for a period of time in excess of 12 hours; or

- (8) Unlawfully attaches or otherwise displays in or upon the motor vehicle license plates other than those officially issued for the motor vehicle.

9.16.090 - Motor vehicle theft.

It shall be unlawful to commit motor vehicle theft. A person commits motor vehicle theft if such person knowingly obtains or exercises control over a motor vehicle of another without authorization or by threat or deception and if the value of the motor vehicle does not exceed the maximum dollar amount for a class 1 misdemeanor as set forth in C.R.S. 18-4-409(4)(c) as same may be amended from time to time.

9.16.100 - Trespass.

It shall be unlawful for any person without legal authority to enter or remain in or upon any premises.

CHAPTER 9.20 – OFFENSES AGAINST THE PUBLIC PEACE AND SAFETY AND DISRUPTION OF COMMUNICATIONS

9.20.010 - Disorderly conduct.

(a) It shall be unlawful for any person to commit disorderly conduct. A person commits disorderly conduct when a person intentionally, knowingly, or recklessly:

- (1) Makes a coarse and obviously offensive utterance, gesture, or display in a public place and the utterance, gesture, or display tends to incite an immediate breach of the peace;
- (2) Makes unreasonable noise in a public place or near a private residence that the person has no right to occupy;
- (3) Fights with another in a public place except in an amateur or professional contest of athletic skill;
- (4) Not being a peace officer, displays a real or simulated firearm, displays any article used or fashioned in a manner to cause a person to reasonably believe that the article is a firearm, or represents verbally or otherwise that they are armed with a firearm in a public place in a manner calculated to alarm and does alarm another person; or
- (5) Not being a peace officer, discharges a firearm in a public place, except when engaged in lawful target practice or hunting or the ritual discharge of blank ammunition cartridges as an attendee at a funeral for a deceased person who was a veteran of the armed forces of the United States.

(b) It is an affirmative defense to prosecution under subsection (a) (1) of this section that the person had significant provocation for their abusive or threatening conduct.

9.20.020 - Obstructing highway or other passageway.

(a) It shall be unlawful to obstruct a highway or other passageway. A person commits the crime of obstruction of a highway or other passageway, when any person:

- (1) If without legal privilege, to intentionally, knowingly, or recklessly: Obstruct a highway, street, roadway, sidewalk, railway, transit way, waterway, building entrance, elevator, escalator, aisle, stairway, or hallway to which the public or a

substantial group of the public has access or any other place used for the passage or conveyance of persons or vehicles, whether the obstruction arises from defendant's acts alone or from their acts and the acts of others; or

- (2) Disobeys a reasonable request or order to move issued by a person the individual knows to be a peace officer, firefighter or person with authority to control the use of the premises to prevent obstruction of a highway or passageway.

(b) For purposes of this section, "obstruct" or "obstruction" means to render impassable, or to render passage unreasonably inconvenient or hazardous.

9.20.030 - Loitering.

(a) Prohibited acts.

- (1) It shall be unlawful for any person to loiter with the intent to violate any provision of this title, or the Colorado Criminal Code.
- (2) It shall be unlawful for any person to loiter with intent to interfere with or disrupt a school program or with intent to interfere with or endanger school children in a school building or on school grounds or within 100 feet of school grounds when persons under the age of 18 years are present in the building or on the grounds, where such person does not have any reason or relationship involving custody for, or responsibility for any student or any other specific, legitimate reason for being present at such location, and has been asked to leave by a school administrator or their representative or by a peace officer.

(b) Reasonable grounds; duty of peace officer.

- (1) Among the circumstances which may be considered in determining whether reasonable grounds for belief have arisen that such person is loitering is the fact that such person:
 - a. Takes flight upon appearance of a peace officer;
 - b. Refuses to identify him or herself;
 - c. Manifestly endeavors to conceal him or herself or any object;
 - d. Not being duly authorized security personnel or a peace officer, systematically checks the means to access to buildings or vehicles in the immediate area; or
 - e. Maintains a continuous presence in close proximity to a place where a reasonable peace officer would conclude that such person's activity manifests a high probability of activity or intention to engage in activity in violation of this title, or any criminal provision of the Colorado Criminal Code.
- (2) Unless flight by the person or other circumstances make it impractical, a peace officer shall, prior to any arrest for an offense under this section, afford the person an opportunity to dispel any alarm otherwise warranted, or explain any circumstances giving rise to reasonable grounds for belief that such person is loitering by requesting such person to:
 - a. Identify him or herself; and
 - b. Explain their presence and conduct.

(c) Standard for conviction. No person shall be convicted of an offense under subsection (a) of

this section if the peace officer did not comply with subsections (b)(1) and (2) of this section, or if at trial, that the explanation of presence and conduct given by the defendant was determined truthful by the trier of fact, and, under the circumstances, would have dispelled the reasonableness of the peace officer's belief that the defendant was engaging in unlawful activity or would have disclosed a lawful purpose.

9.20.040 - Curfew.

(a) It shall be unlawful for any minor (person under the age of 18 years) to loiter or remain upon any public street, alley or other public place after the time of 10:00 p.m. or prior to the time of 5:00 a.m.; provided, however, that on Friday and Saturday the prohibited hours shall be from 11:00 p.m. to 5:00 a.m.

(b) It shall be unlawful for any parent, legal guardian or other person 21 years of age or older having care and custody of such minor to allow such minor to loiter or remain upon any public street, alley or other public place after the time of 10:00 p.m. or prior to the time of 5:00 a.m.; provided, however, that on Friday and Saturday the prohibited hours shall be from 11:00 p.m. to 5:00 a.m.

(c) It shall be an affirmative defense to the offenses described in subsections (a) and (b) of this section that the minor is:

- (1) Accompanied by a parent or legal guardian;
- (2) Is traveling to or from a place of employment or engaged in lawful employment without a detour or otherwise stopping;
- (3) Is attending or traveling to or from a supervised activity sponsored by a school, civic, religious or other recognized public organization;
- (4) Involved in the exercise of First Amendment rights protected by the United States and/or state constitutions;
- (5) Engaged in interstate travel;
- (6) On the sidewalk abutting the minor's parents' or legal guardian's residence;
- (7) Involved in an emergency situation. For the purposes of this section, the term "emergency" shall mean those situations where life or property is in imminent danger and the prompt summoning of aid or escape is essential; or
- (8) Married or had the disabilities of being a minor lawfully removed.

9.20.050 - Hindering transportation.

It shall be unlawful for any person to hinder transportation. A person commits the offense of hindering transportation when such person knowingly and without lawful authority forcibly stops and hinders the operation of any vehicle used in providing transportation services of any kind to the public or to any person or entity.

9.20.060 - Throwing dangerous missiles.

It shall be unlawful for any person to willfully, maliciously, or recklessly throw, shoot or project any stone, arrow, pellet, dart, ball bearing, or other object at or against any person, animal, building, structure, personal property or fixture or vehicle of another, except that the provisions of this section shall not apply to persons throwing, projecting, or shooting any other object at any animal in order to protect his or her person or property or the person or property of another from

physical injury, or for recreational purposes in such a manner that no unreasonable risk of harm is presented to any person, or to the real or personal property of any person.

9.20.070 - Obstruction of telephone service.

It shall be unlawful for any person to obstruct telephone service. A person commits obstruction of telephone service if the person knowingly prevents, obstructs, or delays, by any means whatsoever, the sending, transmission, conveyance, or delivery in this state of any message, communication, or report by or through any telephone line, wire, cable, or other facility or any cordless, wireless, electronic, mechanical, or other device.

9.20.080 - Computer crimes.

(a) As used in this section, unless the context otherwise requires:

- (1) Authorization means the express consent of a person which may include an employee's job description to use said person's computer, computer network, computer program, computer software, computer system, property, or services as those terms are defined in this section.
- (2) Computer means an electronic, magnetic, optical, electromagnetic, or other data processing device which performs logical, arithmetic, memory, or storage functions by the manipulations of electronic, magnetic, radio wave, or light wave impulses, and includes all input, output, processing, storage, software, or communication facilities which are connected or related to or operating in conjunction with such a device.
- (3) Computer network means the interconnection of communication lines (including microwave or other means of electronic communication) with a computer through remote terminals, or a complex consisting of two or more interconnected computers.
- (4) Computer program means a series of instructions or statements, in a form acceptable to a computer, which permits the functioning of a computer system in a manner designed to provide appropriate products from such computer system.
- (5) Computer software means computer programs, procedures, and associated documentation concerned with the operation of a computer system.
- (6) Computer system means a set of related, connected or unconnected, computer equipment, devices, and software.
- (6.3) Damage includes, but is not limited to, any impairment to the integrity of availability of information, data, computer program, computer software, or services on or via a computer, computer network, or computer system or part thereof.
- (6.7) Exceed authorized access means to access a computer with authorization and to use such access to obtain or alter information, data, computer program, or computer software that the person is not entitled to so obtain or alter.
- (7) Financial instrument means any check, draft, money order, certificate of deposit, letter of credit, bill of exchange, credit card, debit card, or marketable security.
- (8) Property includes, but is not limited to, financial instruments, information, including electronically produced data, and computer software and programs in either machine or human readable form, and any other tangible or intangible item of value.

- (9) Services includes, but is not limited to, computer time, data processing, and storage functions.
- (10) To use means to instruct, communicate with, store data in, retrieve data from, or otherwise make use of any resources of a computer, computer system, or computer network.

(b) It shall be unlawful for any person to commit computer crime. A person commits computer crime if the person knowingly:

- (1) Accesses a computer, computer network, or computer system or any part thereof without authorization; exceeds authorized access to a computer, computer network, or computer system or any part thereof; or uses a computer, computer network, or computer system or any part thereof without authorization or in excess of authorized access;
- (2) Accesses any computer, computer network, or computer system, or any part thereof for the purpose of devising or executing any scheme or artifice to defraud;
- (3) Accesses any computer, computer network, or computer system, or any part thereof to obtain, by means of false or fraudulent pretenses, representations, or promises, money; property; services; passwords or similar information through which a computer, computer network, or computer system or any part thereof may be accessed; or other thing of value;
- (4) Accesses any computer, computer network, or computer system, or any part thereof to commit theft;
- (5) Without authorization or in excess of authorized access alters, damages, interrupts, or causes the interruption or impairment of the proper functioning of, or causes any damage to, any computer, computer network, computer system, computer software, program, application, documentation, or data contained in such computer, computer network, or computer system or any part thereof;
- (6) Causes the transmission of a computer program, software, information, code, data, or command by means of a computer, computer network, or computer system or any part thereof with the intent to cause damage to or to cause the interruption or impairment of the proper functioning of or that actually causes damage to or the interruption or impairment of the proper functioning of any computer, computer network, computer system, or part thereof; or
- (7) Uses or causes to be used a software application that runs automated tasks over the internet to access a computer, computer network, or computer system, or any part thereof, that circumvents or disables any electronic queues, waiting periods, or other technological measure intended by the seller to limit the number of event tickets that may be purchased by any single person in an on-line event ticket sale as defined in C.R.S. § 6-1-720 as amended.

(c) This section shall not apply where the loss, damage, value of services, or thing of value taken or cost of restoration or repair in any one criminal episode exceeds the maximum dollar amount for a class one misdemeanor as set forth in C.R.S. § 18-4-401(2)(e), as amended.

- (1) If computer crime is committed to obtain event tickets, each ticket purchased shall constitute a separate offense.

- (2) Paragraph (7) of subsection (b) of this section shall not prohibit the resale of tickets in a secondary market by a person other than the event sponsor or promoter.

CHAPTER 9.24 – OFFENSES RELATED TO GOVERNMENTAL OPERATIONS

9.24.010 - Resisting arrest.

(a) It shall be unlawful for any person to knowingly prevent or attempt to prevent any police 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 the police officer or another;
- (2) Using any other means which creates a substantial risk of causing bodily injury to the police officer or another.

(b) It is no defense to a prosecution under this section that the police officer was attempting to make an arrest which in fact was unlawful, if the officer was acting under color of their official authority and was not resorting to unreasonable or excessive force giving rise to the right of self-defense. A police officer acts under color of their official authority when, in the regular course of assigned duties, he or she is called upon to make, and does make, a judgment in good faith based upon surrounding facts and circumstances that an arrest should be made by him or her.

9.24.020 - Escape.

It shall be unlawful for any person to escape or attempt to escape from the custody of a police officer or from the custody of any person lawfully aiding such police officer; provided, however, that the provisions of this section shall not apply whenever the escapee is being held for conviction of, or being charged with, or detained for the commission of any felony.

9.24.030 - Obstruction of peace officer, firefighter, emergency medical services provider, rescue specialist, code enforcement officer, or volunteer.

(a) It shall be unlawful for any person to obstruct a peace officer, firefighter, emergency medical services provider, rescue specialist, parking official, code enforcement officer, or volunteer when, by using or threatening to use violence, force, physical interference, or an obstacle, such person knowingly obstructs, impairs or hinders the enforcement of any penal law or the preservation of the peace by a peace officer, acting under color of his or her official authority; knowingly obstructs, impairs, or hinders the prevention, control, or abatement of fire by a firefighter, acting under color of his or her official authority; knowingly obstructs, impairs, or hinders the administration of medical treatment or emergency assistance by an emergency medical service provider or rescue specialist, acting under color of their official authority; or knowingly obstructs, impairs, or hinders the administration of emergency care or emergency assistance by a volunteer, acting in good faith to render such care or assistance without compensation at the place of an emergency or accident.

(b) To assure that animals used in law enforcement or fire prevention activities are protected from harm, a person commits obstructing a peace officer or firefighter when, by using or threatening to use violence, force, physical interference, or an obstacle, such person knowingly obstructs, impairs or hinders any such animal.

(c) A person shall not be charged with the offense described in subsection (a) of this section

because the person remained silent or because the person stated a verbal opposition to an order by a government official.

(d) It is not a defense to a prosecution under this section that the peace officer was acting in an illegal manner, if the peace officer was acting under color of their official authority. A peace officer acts "under color of their official authority" if, in the regular course of assigned duties, he or she makes a judgment in good faith based on surrounding facts and circumstances that he or she must act to enforce the law or preserve the peace.

(e) For purposes of this section, unless the context otherwise requires:

- (1) "Emergency medical service provider " means a member of a public or private emergency medical service agency, whether that person is a volunteer or receives compensation for services rendered as an emergency medical service provider.

9.24.040 - Cruelty to certified police working dog.

(a) It shall be unlawful for any person to knowingly, recklessly, or with criminal negligence, torment unnecessarily or to cruelly beat, mutilate, injure, harm or disable a certified police working dog.

(b) The court shall order any person convicted of cruelty to a certified police working dog to make restitution to the agency or person owning the certified police working dog for all expenses, including any immediate and ongoing veterinary expenses related to the incident and replacement costs for the certified police working dog, if it is permanently disabled or killed as a result of the incident.

(c) For the purposes of this section, "certified police working dog" means a dog that has current certification from a state or national agency or association that certifies police working dogs, and that is part of a working law enforcement team.

(d) Any person with a prior conviction of this section must be prosecuted pursuant to C.R.S. § 18-9-202 as same may be amended from time to time.

9.24.050 - False reporting to authorities.

(a) It shall be unlawful for any person to knowingly:

- (1) Cause by any means, including but not limited to activation, a false alarm of fire or other emergency or a false emergency exit alarm to sound or to be transmitted to or within a fire department, ambulance service, law enforcement agency, or any other government agency responsible for emergencies involving danger to life or property;
- (2) Prevent by any means, including but not limited to deactivation, a legitimate fire alarm, emergency exit alarm, or other emergency alarm from sounding or from being transmitted to or within a fire department, ambulance service, law enforcement agency, or any other government agency responsible for emergencies involving danger to life or property;
- (3) Make a report or knowingly cause the transmission of a report to law enforcement authorities of a crime or other incident within their official concern when he or she knows that it did not occur;
- (4) Make a report or knowingly cause the transmission of a report to law enforcement authorities to furnish information relating to an offense or other incident within their official concern when he or she knows that he or she has no such information or

knows that the information is false; or

(5) Knowingly provide false identifying information to law enforcement authorities.

(b) For purposes of this section, "identifying information" means a person's name, address, birth date, social security number or driver's license or Colorado identification number.

9.24.060 - Impersonation of police officer.

(a) It shall be unlawful, except upon the authorization of the town manager or the manager's designee for any person other than a police officer of the town to wear the uniform or any insignia of a police officer of the town or any other insignia or any colorable imitation of such adopted and worn by police officers of the town.

(b) It shall be unlawful for any person other than a police officer of the town, to, in any manner, represent him or herself to another as a police officer of the town.

9.24.070 - Counterfeit insignias.

It shall be unlawful for any person to counterfeit, imitate, or cause to be counterfeited, or imitated, any insignia of office used by the police.

9.24.080 - Impersonation of town official, employees.

It shall be unlawful for any person not a town official or town employee to falsely represent him or herself to be a town official or an employee of the town or to perform any act in the false capacity as a town official or employee.

9.24.090 - Unlawful interference—Public buildings.

(a) It shall be unlawful for any person to so conduct him or herself at or in any public building owned, operated or controlled by the town, the state or any of its political subdivisions, as to willfully deny to any public official, public employee or any invitee on such premises, the lawful rights of such official, employee or invitee to enter, use the facilities of or leave any such public building.

(b) It shall be unlawful for any person at or in any such public building to willfully impede any public official or employee in the lawful performance of duties or activities through the use of restraint, coercion or intimidation or by force and violence or threat thereof.

(c) It shall be unlawful for any person to willfully refuse or fail to leave any such public building upon being requested to do so by an administrative officer or such officer's designee charged with maintaining order in such public building, if such person has committed, is committing, threatens to commit or incites others to commit any act which did, or would if completed, disrupt, impair, interfere with or obstruct the lawful missions, processes, procedures or functions being carried on in such public building.

(d) It shall be unlawful for any person at any meeting or session conducted by any judicial, legislative or administrative body or official at or in any public building to willfully impede, disrupt or hinder the normal proceedings of such meeting or session by any act of intrusion into the chamber or other such areas designated for the use of the body of official conducting such meeting or session, or by any act designed to intimidate, coerce or hinder any member of such body or official engaged in the performance of the duties of such meeting or session.

(e) It shall be unlawful for any person, by any act of intrusion into the chamber or other areas designated for the use of any executive body or official act or in any public building, to willfully

impede, disrupt or hinder the normal proceedings of such body or official.

9.24.100 - Interference with staff, faculty, or students of educational institutions.

(a) It shall be unlawful for any person on or near the premises, or facilities of any educational institution, to willfully deny to students, school officials, employees, and invitees:

- (1) Lawful freedom of movement on the premises;
- (2) Lawful use of the property or facilities of the institution;
- (3) The right of lawful ingress and egress to the institution's physical facilities.

(b) It shall be unlawful for any person on the premises of any educational institution, or at or in any building or other facility being used by any educational institution, to willfully impede the staff or faculty of such institution in the lawful performance of their duties or willfully impede a student of the institution in the lawful pursuit of his educational activities through the use of restraint, abduction, coercion, or intimidation or when force and violence are present or threatened.

(c) It shall be unlawful for any person to willfully refuse or fail to leave the property of or any building, or other facility, used by any educational institution, upon being requested to do so by the chief administrative officer, his designee charged with maintaining order on the school premises and in its facilities, or a dean of such educational institution, if such person is committing, threatens to commit, or incites others to commit any act which would disrupt, impair, interfere with, or obstruct the lawful missions, processes, procedures, or functions of the institution.

(d) It shall be an affirmative defense that the defendant was exercising their right to lawful assembly and peaceful and orderly petition for the redress of grievances, including any labor dispute between an educational institution and its employees, any contractor or subcontractor, or any employee thereof.

(e) It shall be unlawful for any person to knowingly make or convey to another person a credible threat to cause death or to cause bodily injury with a deadly weapon against:

- (1) A person the actor knows or believes to be a student, school official, or employee of an educational institution; or
- (2) An invitee who is on the premises of an educational institution.
- (3) For purposes of this subsection, "credible threat" means a threat or physical action that would cause a reasonable person to be in fear of bodily injury with a deadly weapon or death.

9.24.110 - Obstructing government operations.

(a) It shall be unlawful for any person to intentionally obstruct, impair, or hinder the performance of a governmental function by a public servant, by using or threatening to use violence, force, or physical interference or obstacle.

- (1) It shall be an affirmative defense that:
 - a. The obstruction, impairment, or hindrance was of unlawful action by a public servant;
 - b. The obstruction, impairment, or hindrance was of the making of an arrest; or

- c. The obstruction, impairment, or hindrance of a governmental function was by lawful activities in connection with a labor dispute with the government.

9.24.120 - Failure to pay sex offender fees.

It shall be unlawful for any person required to register with the police department as a sex offender to fail to pay the required registration and re-registration fees.

9.24.125- Abuse of public records.

(a) It shall be unlawful for any person to knowingly make a false entry in or falsely alter any public record; or

- (1) Knowing the person lacks the authority to do so, such person knowingly destroys, mutilates, conceals, removes or impairs the availability of any public record; or

- (2) Knowing the person lacks the authority to retain the record, the person refuses to deliver up a public record in the person's possession upon proper request of any person lawfully entitled to receive such record; or

- (3) Knowing the person has not been authorized by the custodian of the public record to do so knowingly alters any public record.

(b) As used in this section the term "public record" includes all official books, papers, or records created, received, or used by or in any town office or department.

CHAPTER 9.28 – OFFENSES AGAINST PUBLIC DECENCY

9.28.10 - Public indecency.

(a) It shall be unlawful for any person knowingly to perform any of the following in a public place or place within public view:

- (1) An act of sexual intercourse; or

- (2) A lewd exposure of a person's intimate parts, which means the external genitalia, or the perineum, or the anus, or the buttocks, or the pubis, or a person's breast done with the intent to arouse or to satisfy the sexual desire of any person;

- (3) A lewd fondling or caress of the body of another person;

- (4) A knowing exposure of the person's genitals to the view of a person under circumstances in which such conduct is likely to cause affront or alarm to the other person; or

- (5) Urination or defecation in any public or private place other than in or upon a toilet facility provided for such purpose.

9.28.020 - Prostitution prohibited.

It shall be unlawful for any person to engage in prostitution. A person engages in prostitution when the person performs, offers, or agrees to perform any act of sexual intercourse, fellatio, cunnilingus, masturbation or anal intercourse with any person other than such person's spouse in exchange for money or other thing of value.

9.28.030 - Soliciting for prostitution.

(a) It shall be unlawful for any person to solicit for prostitution. A person solicits for prostitution

if the person:

- (1) Solicits another for the purpose of prostitution;
- (2) Arranges or offers to arrange a meeting of persons for the purpose of prostitution; or
- (3) Directs another to a place knowing such direction is for the purpose of prostitution.

9.28.040 - Pandering.

It shall be unlawful for any person to pander. A person panders when, for money or other thing of value, the person knowingly arranges a situation in which a person may practice prostitution.

9.28.050 - Keeping a place of prostitution.

(a) It shall be unlawful for any person to keep a place of prostitution. Any person who has or exercises control over the use of any premises which offers seclusion or shelter for the practice of prostitution, keeps a place for prostitution if the person:

- (1) Knowingly grants or permits the use of such place for the purpose of prostitution; or
- (2) Permits the continued use of such place for the purpose of prostitution after becoming aware of facts or circumstances from which the person should reasonably know that the place is being used for purposes of prostitution.

9.28.060 - Patronizing a prostitute.

(a) It shall be unlawful for any person to patronize a prostitute. Any person who performs any of the following patronizes a prostitute:

- (1) Engages in an act of sexual intercourse, fellatio, cunnilingus, masturbation or anal intercourse with a prostitute; or
- (2) Enters or remains in a place of prostitution with the intent to engage in an act of sexual intercourse, fellatio, cunnilingus, masturbation or anal intercourse with a prostitute.

9.28.070 - Invasion of privacy.

It is unlawful for any person to look into the windows, doors, skylights, or other openings of any person's domicile or to defeat or attempt to defeat the privacy preserving purpose of any device or structure, without the permission of the person being observed, the owner or possessor of the domicile, or their agents:

- (1) By concealing oneself in such manner to prevent detection by the person being observed;
- (2) From within the real property surrounding the domicile; or
- (3) From without the real property surrounding the domicile with the use of magnifying devices such as binoculars, monoculars, telescopes, spy glasses, or other vision enhancing devices.

CHAPTER 9.32 - OFFENSES INVOLVING DRUGS, ALCOHOL

9.32.010 - Possession of marijuana.

(a) For the purposes of this chapter, the following words and phrases shall mean as set forth

unless the context specifically specifies otherwise:

- (1) Marijuana means all parts of the plant of the genus *cannabis* whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including marijuana concentrate.

Marijuana does not include industrial hemp, nor does it include fiber produced from the stalks, oil, or cake made from the seeds of the plant, sterilized seed of the plant, which is incapable of germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other product.

- (2) Marijuana products means concentrated marijuana products and marijuana products that are comprised of marijuana and other ingredients and are intended for use or consumption, such as but not limited to edible products, ointments and tinctures.
- (3) Openly means occurring or existing in a manner that is unconcealed, undisguised or obvious.
- (4) Publicly means occurring or existing in a public place, or occurring or existing in any outdoor location where the use or consumption of marijuana is clearly observable by the naked eye from a public place.
- (5) Public place means a place to which the public or a substantial number of the public have access, and includes, but is not limited to, streets, sidewalks, and highways, transportation and recreation facilities, schools, places of amusement, parks, playgrounds and the common areas of public and private buildings or facilities.

(b) It shall be unlawful for any person to possess one ounce or less of marijuana or marijuana products unless such person is 21 years of age or older or otherwise permitted by law to possess marijuana or marijuana products.

(c) It shall be unlawful for any person, except as specifically authorized by law to: (i) sell one ounce or less of marijuana or marijuana products to any person, or (ii) to permit the transfer of marijuana or marijuana products with or without remuneration to any person under the age of 21 years, or (iii) to permit any person under the age of 21 years to purchase, possess, use, transport, grow or consume marijuana or marijuana products.

(d) It shall be unlawful for any person to (i) openly and publicly consume marijuana, or (ii) to possess, use, sell, grow, distribute, display or consume marijuana or marijuana products upon or within any park, athletic field, playground, recreation area, golf course, aquatic center, camp ground, open space, trail, parking lot, or building or facility, owned, occupied or controlled by the town.

(e) It shall be unlawful for any person to consume, use, display, transfer or distribute marijuana within 1,000 feet of any public or private elementary school, middle school, junior high school or high school when such person is upon any street, sidewalk or other property owned or controlled by the town.

(f) It shall not be an offense under subsection (d) (i) of this section if the consumption of marijuana is occurring on private residential property behind the rear building line of the principal structure and the person consuming the marijuana is (i) an owner of the property, or (ii) a person who has a leasehold interest in the property, or (iii) any person who has been granted express or implied permission to consume marijuana on the property by the owner or lessee of

the property.

9.32.020 - Drug paraphernalia definitions.

(a) For the purposes of this chapter, the following words and phrases shall mean as set forth unless the context specifically specifies otherwise:

- (1) Controlled substance means a drug, substance or immediate precursor included in Schedules 1 through V, as set forth in the Uniform Controlled Substances Act of 2013 (C.R.S. § 18-18-101 et seq.) as same may be amended from time to time.
- (2) Drug paraphernalia means all equipment, products, and materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body a controlled substance. The term "drug paraphernalia" includes, but is not limited to:
 - a. Testing equipment used, intended for use, or designed for use in identifying or analyzing the strength, effectiveness, or purity of controlled substances.
 - b. Scales and balances used, intended for use, or designed for use in weighing or measuring controlled substances.
 - c. Separation gins and sifters used, intended for use, or designed for use in removing twigs and seeds from or in otherwise cleaning or refining cannabis.
 - d. Blenders, bowls, containers, spoons, and mixing devices used, intended for use, or designed for use in compounding controlled substances.
 - e. Capsules, balloons, envelopes, and other containers used, intended for use, or designed for use in packaging small quantities of controlled substances.
 - f. Containers and other objects used, intended for use, or designed for use in storing or concealing controlled substances.
 - g. Objects used, intended for use, or designed for use in ingesting, inhaling, or otherwise introducing cannabis, cocaine, hashish or hashish oil into the human body, such as:
 1. Metal, wooden, acrylic, glass, stone, plastic, or ceramic pipes with or without screens, permanent screens, hashish heads, or punctured metal bowls;
 2. Water pipes;
 3. Carburetion tubes and devices;
 4. Smoking and carburetion masks;
 5. Roach clips; defined as objects used to hold burning materials, such as a marijuana cigarette that has become too small or too short to be held in the hand;
 6. Miniature cocaine spoons and cocaine vials;
 7. Chamber pipes;
 8. Carburetor pipes;

9. Electric pipes;
 10. Air driven pipes;
 11. Chillums;
 12. Bongs; or
 13. Ice pipes or chillers.
- (3) Marijuana accessories , as defined in section 16 of article XVIII of the Colorado Constitution and used in this section means any equipment, products, or materials of any kind that are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, composting, manufacturing, compounded, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, vaporizing, or containing marijuana, or for ingesting, inhaling, or otherwise introducing marijuana into the human body.
 - (4) Drug paraphernalia does not include marijuana accessories if possessed or used by any person, 21 years of age or older or who is otherwise lawfully permitted to possess or use marijuana.

9.32.030 - Possession, manufacture, sale or delivery of drug paraphernalia.

- (a) It shall be unlawful for any person to knowingly possess drug paraphernalia.
- (b) Manufacture, sale, or delivery of drug paraphernalia. It shall be unlawful for any person to sell or deliver, possess with intent to sell or deliver, manufacture with intent to sell or deliver equipment, products, or materials, knowing that such equipment, products, or materials constitute drug paraphernalia.
- (c) Determination considerations. In determining whether an object constitutes drug paraphernalia, the court may consider, in addition to all other relevant factors, the following:
 - (1) Statements by an owner or by anyone in control of the object concerning its use;
 - (2) Proximity of the object to any controlled substance;
 - (3) The existence of any residue of controlled substances on the object;
 - (4) Direct or circumstantial evidence of the knowledge of an owner, or of anyone in control of the object, or evidence that such person knows that it will be delivered to persons who he knows could use the object to facilitate a violation of this section;
 - (5) Instructions, oral or written, provided with the object concerning its use;
 - (6) Descriptive materials accompanying the object which explain or depict its use;
 - (7) National or local advertising concerning the object's use;
 - (8) The manner in which the object is displayed for sale;
 - (9) Whether the owner, or anyone in control of the object, is a supplier of like or related items to the community for legal purposes, such as an authorized distributor or dealer of tobacco products;
 - (10) The existence and scope of legal uses for the object in the community;
 - (11) Expert testimony concerning its use.

(d) In the event a case brought pursuant to this section is tried before a jury, the court shall hold an evidentiary hearing on issues raised pursuant to this subsection.

9.32.040 - Inhaling toxic vapors.

(a) It shall be unlawful for any person to intentionally smell or inhale the fumes of toxic vapors for the purpose of causing a condition of euphoria, excitement, exhilaration, stupefaction, or dulled senses of the nervous system, or possess, buy, or use any such substance for the purpose of violating or aiding another to violate this section. This section does not apply to the inhalation of anesthesia for medical or dental purposes.

(b) As used in this section, the term "toxic vapors" includes but is not limited to the following substances or products containing such substances: Alcohols (methyl, isopropyl, propyl or butyl); aliphatic acetates (ethyl, methyl, propyl, or methyl collective acetate); acetone; benzene; carbon tetrachloride; cyclohexane; freons (freon 11 and freon 12); hexane; methyl ethyl ketone; methyl isobutyl ketone; naphtha; perchloroethylene; toluene; trichloroethane; or xylene. Evidence that a container lists one or more of these substances shall be prima facie evidence that the substance in such container contains toxic vapors and emits the fumes thereof.

9.32.050 – Unlawful use of a controlled substance.

Except as is otherwise provided for offenses concerning marijuana and marijuana concentrate as set forth in C.R.S. §§ 18-18-406 and 406.5, it shall be unlawful for any person to use any controlled substance, as defined by C.R.S. § 18-18-102 (5), except when it dispensed by or under the direction of a person licensed or authorized by law to prescribe, administer, or dispense the controlled substance for bona fide medical needs.

9.32.060 – Unlawful possession of a controlled substance.

Except as authorized by part 1 or 3 of article 280 of title 12, C.R.S., part 2 of article 80 of title 27, C.R.S., section 18-18-428 (1) (b) C.R.S., or part 2 of article 18, C.R.S., it is unlawful for any person to knowingly possess any material, compound, mixture, or preparation that contains not more than four grams of a controlled substance listed in schedule I or II of part 2 of article 18, C.R.S., or any quantity of a controlled substance listed in schedule III, IV or V of part of article 18, C.R.S., except as to possession of flunitrazepam, gamma hydroxybutyrate, or ketamine, or where possession of such substances constitutes a fourth or subsequent violation of this offense.

CHAPTER 9.36 - ALCOHOL AND TOBACCO OFFENSES

9.36.010 - Alcohol definitions.

(a) As used within this chapter the following words shall mean as follows unless the context specifically specifies otherwise:

- (1) Alcoholic beverages or alcoholic liquors means malt, vinous, or spirituous liquors; except that "alcoholic beverages" and "alcoholic liquors" shall not include confectionery containing alcohol within the limits prescribed by C.R.S. § 25-5-410(1)(i)(II), as amended.

- (2) Fermented malt beverage means any beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any similar product or any combination thereof, in water containing not less than one-half of one percent and not more than three and two-tenths percent (3.2%) alcohol by weight; except that "fermented malt beverage" shall not include confectionery containing alcohol within the limits prescribed by C.R.S. § 25-5-410(1)(i)(II), as amended.

9.36.020 - Consumption regulated.

(a) It shall be unlawful for any person to possess an open container of or consume any fermented malt or alcoholic beverages in public, except upon premises licensed or permitted under the provisions of C.R.S. tit. 44, art. 3, 4 or 5, as amended.

(b) For the purpose of this section "open container" means any container which is either opened so that the contents can be removed or upon which the bottle cap seal has been broken.

(c) For the purpose of this chapter, "in public" means:

- (1) In or upon any public highway, street, alley, walk, parking lot, building, park or other property or place which is owned or leased by the town or other governmental entity, whether in a vehicle or not; and
- (2) In or upon those portions of any private property upon which the public has express or implied license to enter or remain. If such express or implied license is subject to time or conduct restrictions, consumption or prohibited possession of fermented malt alcoholic beverages on such property shall be deemed to be "in public" even if the entry or remaining on the property is in violation of time or conduct restrictions.

(d) For the purposes of this section evidence that a container, or a similar container, if the label is missing or unreadable, lists as contents any fermented malt or alcoholic beverages is prima facie evidence that the substance in such container is fermented malt or alcoholic beverages.

(e) It is an affirmative defense to a charge of violating this section that the owner of the property involved or the owner's authorized agent gave prior express written permission to the accused or to members of the accused's group or entity to perform the acts complained of.

(f) The town manager or manager's designee may, as provided below, grant express written permission to persons to consume fermented malt or alcoholic beverages on town-owned property for the following special functions: Athletic events; artistic events; cultural events; receptions; street closure events; or civic events.

- (1) The town manager shall adopt an administrative directive specifying the town properties or portions thereof upon which fermented malt or alcoholic beverages may be consumed.
- (2) The town manager shall grant such permission to persons applying therefor if, considering the type of function and type of alcohol to be served, the manager finds that:
 - a. The application to the town manager was filed not later than 48 hours prior to the date of the event.
 - b. The time, location and duration of the function are not likely to significantly interfere with public traffic or services, including public safety services.
 - c. The number and concentration of participants at the function are not likely to result

in crowds exceeding limitations of the town fire code or create a nuisance resulting in inconvenience to the residents of the surrounding neighborhood.

- d. Procedures are proposed that are likely to ensure that underage persons and persons under the influence of alcohol will not obtain or consume fermented malt or alcoholic beverages served at the function.
 - e. Procedures are proposed that are likely to secure and supervise the area and the participants during the function.
 - f. The applicant agrees to provide sandwiches and other food services at the location during the time consumption is permitted in an amount sufficient to serve the persons anticipated to attend.
 - g. The applicant agrees to be personally responsible for and provide financial guaranties to ensure the cleaning, trash disposal or repairs necessary as a result of the event for which the permission was granted. The town manager shall determine the amount of required financial guaranty based upon the town facility involved, the duration of the event, the number of persons anticipated to attend, the type of beverage to be served, the failure of the applicant to clean or repair town property in conjunction with past events and the financial resources of the applicant.
 - h. The applicant agrees, to the extent permitted by law, to indemnify and hold harmless the town , its employees and agents for all liability claims arising out of the event and to provide general liability insurance, with minimum liability limits equal to that established by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as amended, to guarantee indemnification. The town manager may waive or reduce this insurance requirement if the applicant affirmatively establishes that the risk of liability to the town as a result of the function does not present the town with any significant additional risk of liability.
- (3) The town manager shall deny permission where:
- a. There is insufficient data presented by the applicant to make the findings required in subsection (f)(2) of this section.
 - b. Approval would be detrimental to the public safety, health, morals, order or welfare by reason of the nature of the event, the likelihood that the event would create a public nuisance, an unreasonable risk of violence or public disorder or result in the consumption of alcoholic beverages by underage persons or, alternatively, that the proximity of the event to schools or the failure of the applicant to conduct a past event in compliance with this section and the applicable rules and regulations.
 - c. Another event has previously been scheduled for the same location on the same date and time.
 - d. The event would unreasonably interfere with normal activities and customary and general use and enjoyment of the facility.
- (4) An applicant who has been denied permission or who claims to be otherwise aggrieved by the town manager's decision concerning an application may make written request to the town manager's office for a hearing on the application. Such request shall be made within seven days of the postmarked date of the town manager's decision. Within ten days of receipt of such a request, the town manager

shall designate an independent hearing officer who shall conduct a hearing at which the applicant and the town may present such evidence and information as may be relevant to the application.

- (5) The granting of permission by the town manager under this section does not relieve the applicant from the responsibility of obtaining any license or special permit as may be required by state law or town ordinances.

(g) This section is not intended to create a right of use or possession of town owned or leased property in any person or group; rather, this section relates only to permission to consume malt, vinous or spirituous liquor or fermented malt beverage by an individual or group who otherwise has the lawful right to use or possess town-owned property pursuant to town policy.

9.36.030 - Underage persons alcoholic beverages prohibitions.

(a) It shall be unlawful for any person to sell, serve, give away, dispose of, exchange, deliver, or permit the sale, serving, giving or procuring of any fermented malt or alcoholic beverages to or for any person under the age of 21.

(b) It shall be unlawful for any person under 21 years of age to obtain or attempt to obtain fermented malt or alcoholic beverages by misrepresentation of age or by any other method in any place where fermented malt or alcoholic beverages are sold.

(c) It shall be unlawful for any person under 21 years of age to possess or consume alcoholic or fermented malt beverages. Illegal possession or consumption of alcoholic or fermented malt beverages is a strict liability offense.

(d) It shall be unlawful for any person under the age of 21 to make false statements or to furnish, present or exhibit any fictitious or false registration card, identification card, or note or other document or documents issued to a person other than the person presenting the same, for the purpose of procuring the sale, gift or delivery of fermented malt or alcoholic beverages.

(e) It shall be unlawful for any person under the age of 21 to engage or utilize the services of another person, whether for remuneration or not, to procure for such person under the age of 21 fermented malt or alcoholic beverages.

(f) It shall be unlawful for any person, whether for remuneration or not, knowingly to procure for any person under the age of 21 fermented malt or alcoholic beverages.

(g) As used within this section, the following words shall mean as set forth below unless the context clearly specifies otherwise:

- (1) Establishment means a business, firm, enterprise, service or fraternal organization, club, institution, entity, group or residence, and any real property, including buildings and improvements, connected therewith, and shall also include any members, employees and occupants associated therewith.
- (2) Possession of alcoholic or fermented malt beverages means that a person has or holds any amount of alcoholic or fermented malt beverages on his/her person, or that a person owns or has custody of, or has alcoholic or fermented malt beverages within his/her immediate presence and control.
- (3) Private property means any dwelling and its curtilage which is being used by a natural person or natural persons for habitation and which is not open to the public and privately owned real property which is not open to the public. "Private property"

shall not include:

- a. Any establishment which has or is required to have a liquor license or permit pursuant to C.R.S. tit. 44, art. 3, 4 or 5;
- b. Any establishment which sells alcoholic or fermented malt beverages or upon which alcoholic or fermented malt beverages are sold; or
- c. Any establishment which leases, rents or provides accommodations to members of the public generally.

(h) It shall be an affirmative defense to the offense described in subsection (c) of this section that the alcohol or fermented malt beverage was possessed or consumed by a person under 21 years of age under the following circumstances:

- (1) While such person was legally upon private property with the knowledge and consent of the owner or legal possessor of such private property and the alcohol or fermented malt beverage was possessed or consumed with the consent of his/her parent or legal guardian who was present during such possession or consumption; or
- (2) When the existence of alcohol or fermented malt beverages in a person's body was due solely to the ingestion of any substance which was manufactured, designed or intended solely for medicinal or hygienic purposes.

(i) The possession or consumption of alcohol or fermented malt beverages shall not constitute a violation of this section if such possession or consumption takes place for religious purposes protected by the First Amendment of the United States constitution.

(j) Prima facie evidence of a violation of subsection (c) of this section shall consist of:

- (1) Evidence that the defendant was under the age of 21 years and possessed or consumed alcoholic or fermented malt beverages; or
- (2) Evidence that the defendant was under the age of 21 years and manifested any of the characteristics commonly associated with alcoholic or fermented malt beverage intoxication or impairment.

(k) During any trial for violation of this section, any bottle, can or any other container with labeling indicating the contents of such bottle, can or container shall be admissible into evidence, and the information contained on any label on such bottle, can or other container shall be admissible into evidence and shall not constitute hearsay. A jury or a judge, whichever is appropriate, may consider the information upon such label in determining whether the contents of the bottle, can or other container were composed in whole or in part of alcoholic or fermented malt beverages. A label which identifies the contents of any bottle, can or other container, as "beer," "ale," "malt beverage," "fermented malt beverage," "malt liquor," "wine," "champagne," "whiskey," "gin," "vodka," "tequila," "schnapps," "brandy," "cognac," "liqueur," "cordial," "alcohol," or "liquor" shall constitute prima facie evidence that the contents of the bottle, can, or other container was composed in whole or in part of alcoholic or fermented malt beverages.

(l) In any judicial proceeding concerning a charge under subsection (c) of this section, the court shall take judicial notice of methods of testing a person's blood, breath, saliva, or urine for the presence of alcohol and of the design and operation of certified devices for testing a person's blood, breath, saliva or urine for the presence of alcohol. This subsection shall not prevent the necessity of establishing during a trial that the testing devices were working properly and that such testing devices were properly operated. Nothing in this subsection shall preclude a

defendant from offering evidence concerning the accuracy of testing devices.

9.36.040 - Underage person's tobacco restrictions and prohibitions.

- (a) Definitions. For purposes of this section, the following words shall mean as defined unless the context specifies otherwise:
- (1) Consume means to use, to possess, to inhale, to chew, to dissolve, to absorb, to be applied to the skin of, to heat, to sniff, or to ingest by any other means.
 - (2) Electronic smoking device means:
 - a. Any battery powered or electronic oral device that provides or delivers, or is intended to provide or deliver, an inhaled dosage of nicotine, a vapor of nicotine, a vapor of a solution containing nicotine, a particulate or vaporized substance containing nicotine, or aerosol of a solution containing nicotine to a person for consumption, whether such device is homemade, manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pen, an electronic pipe, or an electronic hookah or any other product name or descriptor; or
 - b. Any battery powered or electronic oral device that can be used by an individual to simulate smoking in the delivery of nicotine or any other substance, even if marketed as nicotine-free, through inhalation from the product; and
 - c. Any product intended for use with an electronic smoking device, including refills, cartridges and component part of a product, whether or not marketed or sold separately.
 - (3) Nicotine product or tobacco product means:
 - a. Any product that contains, is made of, or derived from nicotine or tobacco, and is intended to be consumed by an individual; or
 - b. An electronic smoking device; or
 - c. Any device, other than an electronic smoking device, manufactured, distributed, marketed or sold for use by an individual to consume nicotine or tobacco products. The term device includes without limitation cigarettes, cigars, cigarillos, pipes, or any product that, because of its appearance, type, packaging, or labeling, is suitable for use and likely to be offered to, or purchased by, consumers for making cigarettes.
 - d. Nicotine product or tobacco product does not include any product specifically approved by the United States Food and Drug Administration as a tobacco cessation product, for use in reducing, treating or eliminating nicotine or tobacco dependence, for use in mitigating, treating, or preventing disease, or for other medical purposes, when such product(s) is being marketed and sold solely for such an approved purpose.
 - (4) Vapor product means any product intended for use with an electronic smoking device, including refills, cartridges and component parts of a product, whether or not marketed or sold separately, which provides or delivers, or is intended to provide or deliver, a vapor, a vapor of a solution, a particulate or vaporized substance, or aerosol of a solution, even if marketed as nicotine-free.
- (b) It shall be unlawful for anyone under the age of 21 years to purchase, attempt to purchase, or consume any nicotine product or tobacco product or vapor product.
- (c) It shall be unlawful for any person to knowingly furnish or offer to furnish or possess with the intent to furnish or offer to furnish, to any person who is under 21 years of age, whether by gift, sale, or any other means, any nicotine product or tobacco product or vapor product.

- (d) Violations of subsection (b) shall be civil in nature, subject to a fine, only except that nothing herein shall be deemed to restrict the municipal court judge from imposing upon a person, in lieu of a fine, a requirement to participate in a tobacco or vaping education program.
- (e) Any person who sells, offers to sell, or possess with intent to sell or offer for sale any nicotine product or tobacco product shall display a warning sign as specified in this section. The warning shall be displayed in a prominent place within the establishment, and shall have a minimum height of three inches and a width of six inches, and shall read as follows:

WARNING

**IT IS ILLEGAL FOR ANY PERSON UNDER TWENTY-ONE YEARS OF AGE TO
PURCHASE NICOTINE OR TOBACCO PRODUCTS.**

- (f) That any person under the age of 21 is/was in possession of any package or container with labeling indicating that such contains nicotine or tobacco products shall be prima facie evidence of a violation of subsections (b) and (c) herein.
- (g) It shall be unlawful for any person who sells, dispenses, distributes, or offers to sell, dispense or distribute any tobacco product or nicotine product to store, display, or sell such tobacco or nicotine products in any area or means that is accessible for use by the public without assistance from the seller of such goods or products. This subsection shall not be construed to preclude or prohibit the storage or display of tobacco or nicotine products in an area viewable by the public so long as such items are not accessible to the public without assistance from the seller.

CHAPTER 9.40 - WEAPONS

9.40.010 - Definitions.

- (a) As used in this chapter, the following shall mean as defined herein unless otherwise specifically provided:

Blackjack means any billy club, sand club, sandbag, sap gloves or other hand-operated striking weapon consisting, at the striking end, of an encased piece of lead or other heavy substance and, at the handle end, a strap or springy shaft which increases the force of impact.

Crossbow means any device resembling a firearm in configuration, having a bow or similar device mounted perpendicularly to a stock, grip or frame, and usually equipped with a winch or similar device which draws back the bowstring and cocks the weapon and which fires an arrow, bolt, stone or other projectile from a groove or depression in the stock, grip or frame by the manipulation of a trigger or other similar mechanism.

Firearm means any handgun, revolver, pistol, rifle, shotgun or other instrument or device from which any shot, bullet or other missile can be discharged.

Gas gun means any device designed for projecting gas-filled projectiles which release their contents after being projected from the device and includes projectiles designed for use in such device.

Handgun means a pistol, revolver, or other firearm of any description, loaded or unloaded, from which any shot, bullet, or other missile can be discharged and the length of the barrel, not including any revolving, detachable, or magazine breech, does not exceed 12 inches.

Illegal weapon means a blackjack, gas gun, or metallic knuckles.

Knife means any dagger, knife, bayonet, straight razor, dirk, machete, stiletto, sword or sword cane with a blade over three and one-half inches in length, or any other dangerous instrument designed to inflict cutting, stabbing or tearing wounds; but, as used in this article, does not include a knife or hatchet of the type customarily used in hunting, fishing or camping, when such is being carried for sporting use; and does not include any instruments being used in pursuance of a lawful home use, trade, occupation or profession or otherwise being lawful under federal or state statutes, or being used as an item of display or collector's item in any home or place of business.

Mechanical gun means an air, spring operated or blow gun that discharges pellets, BB shots, paint balls, arrows or darts and includes but is not limited to BB guns, spring guns, pellet guns, paint ball guns or other similar devices.

Metallic knuckles means a weapon worn on the hand, consisting of a metal strip or chain with holes or links into which the fingers fit.

Nunchaku means an object consisting of two sticks, clubs, bars, or rods to be used as handles, connected by a rope, cord, wire or chain which is in the design of a weapon used in connection with the practice of a system of self-defense.

Throwing star means a disk having sharp radiating points or any disk-shaped bladed object which is hand-held and thrown and which is in the design of a weapon used in connection with the practice of a system of self-defense.

Weapon means any instrument or device specifically designated for use in attack or defense in combat or fighting, and includes, but is not limited to, those enumerated in this section.

9.40.020 - Prohibited use or possession of weapons; exception.

(a) It shall be unlawful for any person to:

- (1) Knowingly and unlawfully aim a firearm at another person;
- (2) Recklessly or with criminal negligence discharge a firearm or shoot a bow and arrow;
- (3) Knowingly set a loaded gun, trap, or device designed to cause an explosion upon being tripped or approached, and leave it unattended by a competent person immediately present;
- (4) Have in his or her possession an illegal weapon;
- (5) Have in his or her possession a firearm while the person is under the influence of intoxicating liquor or of a controlled substance, as defined in C.R.S. § 18-18-102; or
- (6) Knowingly aim, swing, or throw a throwing star or nunchaku at another person, or knowingly possess a throwing star or nunchaku in a public place except for the purpose of presenting an authorized public demonstration or exhibition or pursuant to instruction in conjunction with an organized school or class.

9.40-030 - Unlawful open carry of deadly weapons in town buildings, parks, trails, open spaces or recreation areas.

(a) It shall upon posting as required by state statute be unlawful for any person to openly carry any deadly weapon upon the grounds of or within any building or facility owned or leased by the

town, or any department or agency thereof.

(b) It shall upon posting as required by state statute be unlawful for any person to openly carry any deadly weapon within or upon any town park, trail, athletic field, campground, aquatic center, recreation area or open space.

(c) Nothing herein shall be deemed to affect or impair in any way the authority of any private or public property owner other than the town to prohibit the open carrying of deadly weapons into or upon the property of such persons.

9.40.040 - Unlawfully carrying a concealed weapon; unlawful possession of weapons.

(a) It shall be unlawful for any person to carry a concealed weapon or possess weapons. A person commits the crime of unlawfully carrying a concealed weapon or possessing a weapon, when a person knowingly:

- (1) Carries a knife concealed on or about his or her person;
- (2) Carries a firearm concealed on or about his or her person; or
- (3) Without legal authority, carries, brings, or has in such person's possession, a firearm or any explosive, incendiary, or other dangerous device on the property of or within any building in which the chambers, or offices of the board of trustees are located, or in which a board of trustee hearing or meeting is being or is to be conducted, or in which the official office of any member, officer, or employee of the town is located.

(b) It shall not be an offense if the defendant was:

- (1) A person in his or her own dwelling or place of business or on property owned or under his or her control at the time of the act of carrying;
- (2) A person in a private automobile or other private means of conveyance who carries a weapon for lawful protection of such person or another person or property while traveling; or
- (3) A person who, at the time of carrying a concealed weapon, held a valid permit to carry a concealed handgun, or a temporary emergency permit issued pursuant to state law, except that it shall be an offense under this section if the person was carrying a concealed handgun in violation of the provisions of C.R.S. § 18-12-214.

9.40.050 - Defacing or possession of defaced firearm.

(a) It shall be unlawful for any person to knowingly:

- (1) Remove, deface, cover, alter or destroy the manufacturer's serial number or any other distinguishing number or identification mark of a firearm; or
- (2) Possess a firearm, the manufacturer's serial number of which, or other distinguishing number or identification mark, has been removed, defaced, altered, or destroyed, except by normal wear and tear.

9.40.060 - Exception for law enforcement and military personnel.

Nothing within this article shall be construed to forbid any enforcement officer of the law enforcement agencies of the United States government, municipality, or the state, or any sheriff or his or her deputies, or any regular, special or ex officio peace officer as defined by state law, or members of the United States armed forces, Colorado National Guard or Reserve Officer Training Corp or any other person specifically authorized by state or federal law from carrying,

wearing, concealing or using such weapon as shall be necessary in the proper discharge of his or her duties, or as otherwise permitted by law.

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

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

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

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN
FULL this __th day of _____, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, 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#: 5.f

Consent Agenda

Meeting Date: May 11, 2022

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 22-60: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING THE FIRST AMENDMENT TO THE NATIVE WATER CREDIT PURCHASE AGREEMENT WITH COTTONWOOD COLORADO RESIDENTIAL LLC

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 Cottonwood Colorado Residential, LLC, which owns shares of the Godding Ditch Company and has worked with Town staff on the Native Water Dedication Agreement that the Board approved on November 11, 2021. In addition to the native water credits that were 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 later transferred to Alberta Development Partners, LLC on January 13, 2021.

Cottonwood Colorado Residential, 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 the Developer on the Native Water Credit Purchase Agreement, and the Board approved that agreement on November 11, 2021. The Native Credit Purchase Agreement offered the purchase of 155 Native Credits from water rights the Town currently owns. Since the investigation period was completed for the Native Water Dedication Agreement, the Town staff has determined the Developer will need to purchase fewer Native Credits. The First Amendment to the Native Water Credit Purchase Agreement reduces the total number of Native Credits being purchased from 155 to 125, which changes the purchase price from \$5,812,500.00 to \$4,687,500.00. It amends the Effective Date from January 5, 2022, to May 25, 2022. The Developer will make a payment to the Town prior to the Effective Date.

HISTORY AND PREVIOUS BOARD ACTION

On November 10, 2021, the Board approved Resolution 21-110 and Resolution 21-111, authorizing the execution of the Native Water Dedication Agreement and the Native Water Credit Purchase Agreement between the Town of Firestone and Cottonwood Colorado Residential, LLC.

RECOMMENDATION

Staff recommends approval of Resolution 22-60, a resolution approving the execution of the First Amendment to the Native Water Purchase Agreement between the Town of Firestone and Cottonwood Colorado Residential, LLC.

ALTERNATIVES

The Board may choose not to approve Resolution 22-60 and provide staff with additional direction.

ATTACHMENTS

1. Res No 22-60 1st Amendment Cottonwood Residential Water Credit Purchase Agreement
2. First Amendment to Water Purchase Agreement- CCR Executed

3. Cottonwood Hollows Native Water Credit Purchase Agreement 11-10-2021

FINANCIAL CONSIDERATIONS

Upon the Effective Date of the Agreement, the Developer will pay the Town \$4,687,500.00 for 125 Native Credits. All fees will be paid to the Town of Firestone Water Activity Enterprise fund.

RESOLUTION NO. 22-60

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE,
APPROVING THE FIRST AMENDMENT TO THE NATIVE WATER CREDIT
PURCHASE AGREEMENT WITH COTTONWOOD COLORADO RESIDENTIAL
LLC**

WHEREAS, the Town of Firestone, acting by and through its Water Activity Enterprise (“Town”) and Cottonwood Colorado Residential, LLC (“Developer”) entered into a Native Water Credit Purchase Agreement on November 10, 2021 (“Agreement”); and

WHEREAS, Developer is required to pay the purchase price upon the Effective Date of the Agreement however changes to Developers raw water obligations have impacted Developers need for the total amount of Native Water Credits; and

WHEREAS, the parties desire to amend the Agreement’s Effective Date and amend the total number of Native Credits available to Developer to reflect changes to Developers raw water dedication requirements.

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

The First Amendment to the Native Water Credit Purchase Agreement 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 First Amendment on behalf of the Town.

INTRODUCED, READ, AND ADOPTED this 11th day of May, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

APPROVED AS TO FORM:

Jessica Koenig, CMC Town Clerk

William P. Hayashi, Town Attorney

FIRST AMENDMENT TO NATIVE WATER CREDIT PURCHASE AGREEMENT

This Amendment to the Native Water Credit Purchase Agreement ("Amendment") is entered into this 11th day of May, 2022, 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") (collectively "Parties").

WITNESSETH

WHEREAS, the Parties entered into a Native Water Credit Purchase Agreement on November 10, 2021 (the "Agreement") for certain Native Water Credits (as that term is further defined in the Agreement); and

WHEREAS, per the Resolution adopted by Firestone in its approval of the Agreement, the Effective Date of the Agreement was January 5, 2022; and

WHEREAS, Developer is obligated to pay the Purchase Price on the Effective Date of the Agreement; and

WHEREAS, changes to Developer's raw water dedication obligations has impacted Developer's need for the total amount of Native Water Credits; and

WHEREAS, the Parties wish to extend the Effective Date of the Agreement and modify the total number of Native Credits available to Developer to reflect changes to Developer's raw water dedication requirements.

NOW, THEREFORE, for and in consideration of the mutual promises set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, the Parties agree as follows:

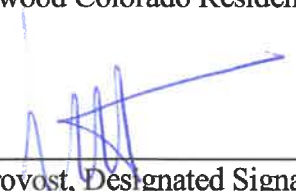
1. The recitals above are hereby incorporated as if fully restated herein.
2. The Effective Date of the Agreement is amended from January 5 2022 to May 25, 2022.
3. The total number of Native Credits to be purchased by Developer is amended from 155 Native Credits to 125 Native Credits.
4. The Purchase Price for the Agreement is amended from \$5,812,500.00 to \$4,687,500.00. The Purchase Price is due by Developer to Firestone on the amended Effective Date of May 25, 2022, but may be paid by Developer at any time prior to the Effective Date. The 125 Native Credits purchased by Developer shall be automatically acknowledged as dedicated upon receipt of the Purchase Price by Firestone from Developer.

5. The Parties agree that "Developer" as used in the Agreement and this Amendment and for purposes of Firestone's acknowledgement of raw water dedication by Developer, shall mean Cottonwood Colorado Residential, LLC and the related entities: Cottonwood Colorado Residential II, LLC, Cottonwood Colorado Residential III, LLC, Cottonwood Colorado Residential IV, LLC, Cottonwood Colorado Residential V, LLC & Cottonwood Colorado Residential VI, LLC ("CCR LLCs"). Firestone shall acknowledge, without the need for a formal assignment, the dedication of the Native Credits purchased by Developer for any of the CCR LLCs as needed for the CCR LLCs to obtain approval and record final plats on the Property until the Native Credits from the Agreement are exhausted. The Parties agree that 125 Native Credits shall be utilized for the raw water dedication requirements on the Property after all of the Native Credits from the November 10, 2021 Native Water Dedication Agreement, as amended, are exhausted.
6. Except as modified by this Amendment, the terms of the Contract remain in full force and effect.
7. In the event of any inconsistencies between the terms and provisions of this Amendment and those set forth in the Contract, the terms and conditions of this Amendment shall control in all instances. Capitalized terms not otherwise defined in this Amendment shall have the meaning attributed to those terms in the Contract. Except as set forth in this Amendment, the Contract is ratified and acknowledged by the parties to be in full force and effect. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Executed copies of this Amendment may be delivered by email or facsimile and the parties hereto agree to accept and be bound by electronic or facsimile signatures hereto.

TOWN OF FIRESTONE, COLORADO,
Acting by and through its Water Activity Enterprise

By: _____
Drew Peterson, Mayor

Cottonwood Colorado Residential, LLC



Don Provost, Designated Signatory

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

Bobbi Sindelar

By:

Bobbi Sindelar

Print:

Mayor

Title:



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

By:

Print:

Title:

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:

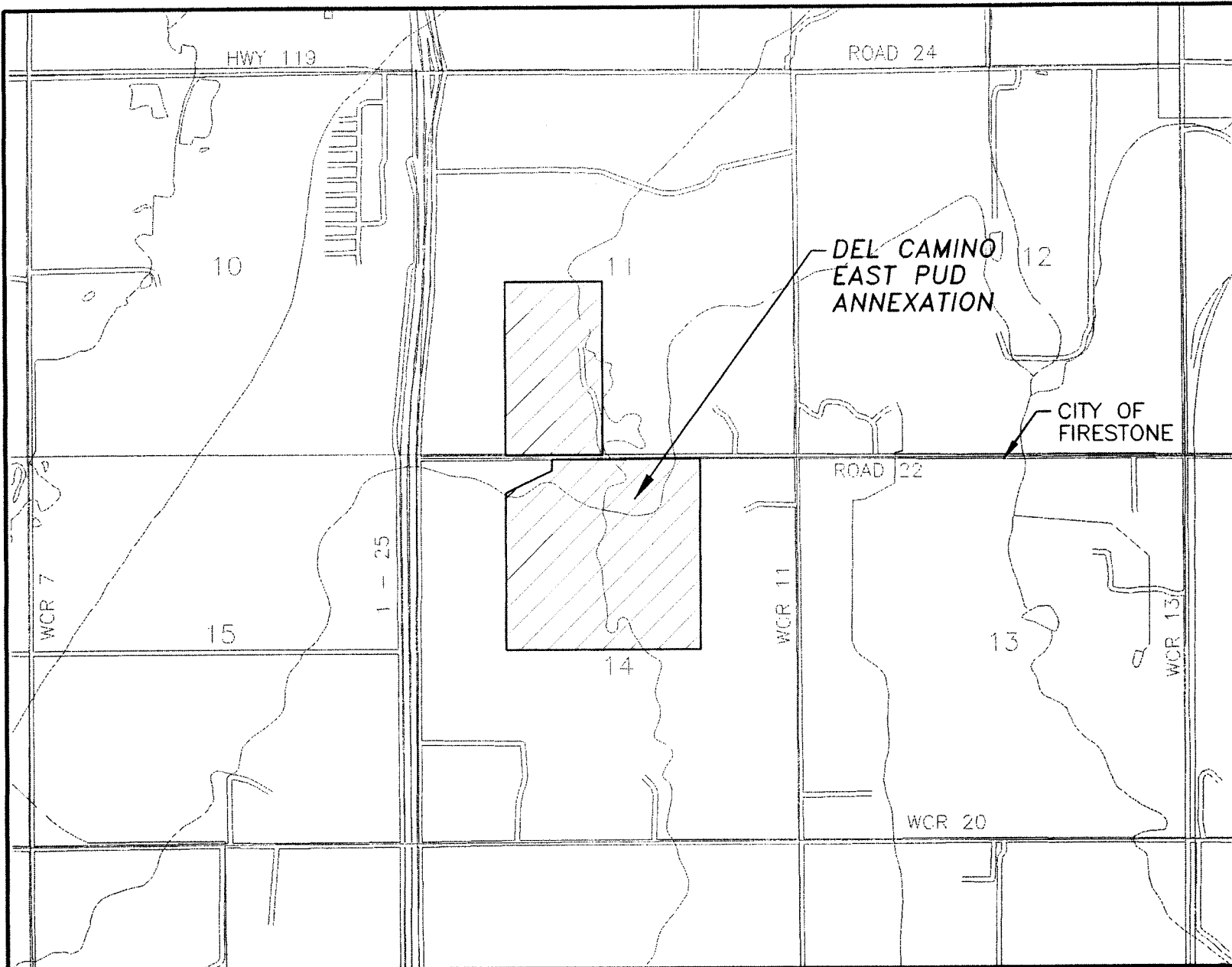
PROPOSED FLOODPLAIN IS APPROVED BY FEMA C.L.O.M.R..

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.

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.a

Proclamation

Meeting Date: May 11, 2022

Initiated By: Jessica Koenig

Dept: Board of Trustees

AGENDA TITLE

A Proclamation Recognizing the Month of May 2022 as Building Safety Month

SUMMARY

Our Town is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings, and infrastructure play, both in everyday life and when disasters strike. Our confidence in the resilience of these buildings that make up our community is achieved through the devotion of building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, electricians, plumbers, and others in the construction industry—who work year-round to ensure the safe construction of buildings. These professionals are dedicated members of the International Code Council, a nonprofit that brings together experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play. Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity. This proclamation recognizes the month of May 2022 as Building Safety Month.

Trustee Conyac will serve as Board sponsor for this proclamation.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

1. Building Safety Month Proclamation 2022

FINANCIAL CONSIDERATIONS



BUILDING SAFETY MONTH PROCLAMATION - 2022
May 2022

Whereas, our Town is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

Whereas, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, electricians, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas, these professionals are dedicated members of the International Code Council, a nonprofit that brings together experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play, and;

Whereas, these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

Whereas, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

Whereas, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and

economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, Don Conyac, Firestone Board of Trustee do hereby proclaim the month of May 2022 as Building Safety Month.

Don Conyac, Trustee

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.b

Proclamation

Meeting Date: May 11, 2022

Initiated By: Jessica Koenig

Dept: Board of Trustees

AGENDA TITLE

A Proclamation Recognizing the Week of May 1 - 7, 2022 as Municipal Clerks Week

SUMMARY

The Office of the Professional Municipal Clerk is the oldest among public servants. The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels. This proclamation recognizes that last week, May 1 through May 7, 2022, was Professional Municipal Clerks Week, and further extends appreciation to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Mayor Pro Tem Jimenez will serve as Board sponsor of this proclamation.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

1. MUNICIPAL CLERKS WEEK PROCLAMATION - 2022

FINANCIAL CONSIDERATIONS



MUNICIPAL CLERKS WEEK PROCLAMATION - 2022
May 1 - May 7, 2022

Whereas, The Office of the Professional Municipal Clerk, a time-honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, Frank Jimenez, Mayor Pro-Tem of the Town of Firestone, do recognize that last week, May 1 through May 7, 2022, was Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Jessica Koenig and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Frank A. Jimenez, Mayor Pro Tem

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.c

Proclamation

Meeting Date: May 11, 2022

Initiated By: Jessica Koenig

Dept: Board of Trustees

AGENDA TITLE

A Proclamation Recognizing the Week of May 11 - 17, 2022 as National Police Week

SUMMARY

There are more than 800,000 law enforcement officers serving in communities across the United States, that includes 28 of dedicated members of the Firestone Police Department. Since the first recorded death in 1786, more than 23,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty. The service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 34th Candlelight Vigil, on the evening of May 13, 2022. The Candlelight Vigil is part of National Police Week, which will be observed this year from May 11-17. This proclamation recognizes May 11-17, 2022 as National Police Week and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

Trustee Whelan will serve as Board Sponsor of this proclamation.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

1. National Police Week Proclamation 2022

FINANCIAL CONSIDERATIONS



NATIONAL POLICE WEEK PROCLAMATION – 2022
May 11 – May 17, 2022

Whereas, there are more than 800,000 law enforcement officers serving in communities across the United States, that includes 28 of dedicated members of the Firestone Police Department;

Whereas, since the first recorded death in 1786, more than 23,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty;

Whereas, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC;

Whereas, 619 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 472 officers killed in 2021 and 147 officers killed in previous years;

Whereas, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 34th Candlelight Vigil, on the evening of May 13, 2022;

Whereas, the Candlelight Vigil is part of National Police Week, which will be observed this year May 11-17;

Whereas, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff;

Therefore, I, David Whelan, on behalf of the Board of Trustees do recognize May 11-17, 2022, as National Police Week in Firestone, Colorado, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

David Whelan, Trustee

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.d

Proclamation

Meeting Date: May 11, 2022

Initiated By: Jessica Koenig

Dept: Board of Trustees

AGENDA TITLE

A Proclamation Recognizing the Week of May 15 - 21, 2022 as National Public Works Week

SUMMARY

Public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of the Town of Firestone. These infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are federally mandated first responders, and the engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens. The year 2022 marks the 62nd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association. This proclamation recognizes May 15-21, 2022 as National Public Works Week.

Mayor Peterson will serve as the Board sponsor for this proclamation.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

1. National Public Works Week Proclamation 2022

FINANCIAL CONSIDERATIONS



NATIONAL PUBLIC WORKS WEEK PROCLAMATION – 2022
May 15 – May 21, 2022

Whereas, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of the Town of Firestone; and,

Whereas, these infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are federally mandated first responders, and the engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

Whereas, the year 2022 marks the 62nd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association; and,

Now, Therefore, I, Drew Peterson, Mayor, do hereby designate the week May 15–21, 2022, as National Public Works Week; I urge all citizens to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

Drew Peterson, Mayor

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.a

Presentation

Meeting Date: May 11, 2022

Initiated By:

Dept: Communications & Marketing

AGENDA TITLE

George Heath Scholarship Presentation

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.a

Discussion/Action

Meeting Date: May 11, 2022

Initiated By: Raelynn Ferrera

Dept: Administration

AGENDA TITLE

Resolution 22-50: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND RICHELLE CONSTRUCTION, INC CONTRACTORS FOR REMOVAL OF PRE-FABRICATED MODULAR AT 151 GRANT AVENUE

SUMMARY

The scope of work includes removing the pre-fabricated modular located at 151 Grant Avenue, including electrical and plumbing disconnects, evacuation and disposal of any freon, and removal of all interior and exterior building materials from the site, backfill, and compact site to rough grade and all required permits.

Sealed Bids were received on March 31, 2022. One bid was received from a local contractor, TJH Enterprises, Inc. The bid submitted by TJH Enterprises, Inc is a no-cost bid.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of Resolution authorizing execution of said Agreement

ALTERNATIVES

ATTACHMENTS

1. TJH Enterprises Inc Reso
2. Removal of Pre-fabricated Modular at 151 Grant Ave contract Document 3-2022

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 22-50

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN
OF FIRESTONE AND TJH ENTERPRISES INC FOR THE REMOVAL OF THE
PREFABRICATED MODULAR AT 151 GRANT AVENUE**

WHEREAS, the Town of Firestone (“Town”) Town’s pre-fabricated modular adjacent to the prior Town Hall at 151 Grant Avenue Firestone Colorado, which it used for staff is in disrepair and must be removed; and

WHEREAS, the Town sent out requests for bids to three qualified providers and TJH Enterprises Inc. was the sole responder; and

WHEREAS, Town staff thus recommends TJH Enterprises Inc. be selected to perform the work.

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

The Construction Contract between the Town of Firestone and TJH Enterprises Inc. Company for the removal of the prefabricated modular at 151 Grant Ave, 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 Contract on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of _____, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract" or "Agreement") is made and entered into this ____ day of _____, 2022 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town" or the "Owner"), and **TJH ENTERPRISES, INC**, an independent contractor with a principal place of business at PO Box 434 Firestone, Colorado 80520 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, Contractor has been found by the Town as having the expertise and experience to perform the required services.

NOW THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF WORK

A. Contractor shall complete all Work and perform all Services which are described or reasonably implied from the Scope of Work set forth in Exhibit A and the Contract Documents, attached hereto and incorporated herein by this reference and known as: **the Removal of Pre-fabricated Modular at 151 Grant Ave (A2022-9909)**

B. A change in the Scope of Work shall not be effective unless authorized as a written amendment to this Agreement or change order in accordance with the Contract Documents. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

C. Within 10 days of the Effective Contract Date, Contractor shall provide the performance bond and labor & material payment bond and certificate of insurance required by the contract Documents.

II. RESERVE

III. CONTRACT TIMES; COMMENCEMENT AND COMPLETION OF WORK

A. The Work shall be substantially completed within **90** days of the Effective Date of this contract, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If,

however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

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

IV. COMPENSATION

In consideration for the completion of the Work by Contractor, the Town shall pay Contractor, subject to all of the terms and conditions of the Contract Documents, an amount not to exceed **\$0.00** (the "Contract Price"). The Contract Price shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses.

V. PAYMENT PROCEDURES

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

VI. RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law.

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

C. The Work performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the Keep Jobs in Colorado Act, C.R.S. 8-17-101, et seq. (the "Act") and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules").

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

E. Contractor hereby warrants to the Town that all materials and equipment used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. Contractor further warrants that all equipment and materials shall be of good quality,

conform to the requirements of the Contract Documents and will be free from defects. All Work, materials, or equipment not conforming to the Contract Documents shall be considered defective.

F. The Contractor shall warrant and guarantee all materials and equipment furnished under the Contract and all Work performed for one year after the date of Substantial Completion. Under this warranty, Contractor agrees to repair or replace, at its own expense, any Work that is found to be defective. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

VII. OWNERSHIP

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

VIII. INDEPENDENT CONTRACTOR

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

IX. INSURANCE

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

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

insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

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

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

X. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Construction Contract if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

XI. ILLEGAL ALIENS

A. Certification. By entering into this Construction Contract, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who will perform work under this Construction Contract and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Construction Contract.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform work under this Construction Contract, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform work under this Construction Contract.

C. Verification.

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

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

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Construction Contract knowingly employs or contracts with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Construction Contract, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Construction Contract; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 3 hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under this Construction Contract; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Construction Contract.

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

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

XII. CONTRACT DOCUMENTS

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

-
- A. The following which may be delivered or issued after the Effective Date of the Construction Contract and are attached hereto: All written amendments and other documents amending, modifying, or supplementing of the Contract Documents.

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

XIII. MISCELLANEOUS

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

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

C. Integration. This Construction Contract and any attached exhibits constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

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

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

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

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

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

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

J. Rights and Remedies. The rights and remedies of the Town under this Construction Contract are in addition to any other rights and remedies provided by law. The expiration of this Construction Contract

shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

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

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

TOWN OF FIRESTONE, COLORADO

_____, Mayor

ATTEST:

Jessica Koenig CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

TJH ENTERPRISES, INC

By: _____

Thomas J. Hamill

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2022, by _____ as _____ of _____.

My commission expires:

(SEAL)

Notary Public

EXHIBIT A

SCOPE OF WORK

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

Removal of Pre-fabricated Modular located at 151 Grant Avenue. The Contractor will be responsible for:

- Electrical disconnects
- Plumbing disconnects
- Evacuated and disposal of any freon
- Remove all building material, interior, and exterior from the site
- Backfill and compact site to rough grade
- All required permits

UNIT-PRICE BID FORM
the Removal of Pre-fabricated Modular at 151 Grant Ave

Item Description	Quantity	Unit of Measurement	Unit Price	Extended Cost
Mobilization	1	Lump-Sum	\$ 0	\$ 0
Electrical disconnects	1	Lump-Sum	\$ 0	\$ 0
Plumming disconnects	1	Lump-Sum	\$ 0	\$ 0
Evacuated and disposal of any freon	1	Lump-Sum	\$ 0	\$ 0
Remove all building material, interior, and exterior from the site	1	Lump-Sum	\$ 0	\$ 0
Backfill and compact site to rough grade	1	Lump-Sum	\$ 0	\$ 0
			TOTAL	\$ 0

Please note any exceptions you take to this bid, e.g., minimum quantity requirements:

TSH Enterprises, Inc. will be performing & absorbing all costs per scope of work in exchange for the title of the modular as a complete unit.

BIDDER'S INFORMATION:

Company Name: TSH Enterprises, Inc

Mailing Address: P.O. Box 434 Firestone, CO 80520

Telephone Number: 303-833-8925 Email: hamiltandesign03@hotmail.com

The bidder hereby acknowledges receipt of Addendum Nos. __, __, __, __, to these specifications. (Insert number of each addendum received.)

Name and Title of Authorized Company Representative:

Thomas J Hamitten
Name (Please print)

President/owner
Title

Thomas J Hamitten
Signature

Dated this 31 day of March, 2022

EXHIBIT A

SCOPE OF WORK

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

Removal of Prefabricated Modular located at 151 Grant Avenue. TJH Enterprises, Inc. will be responsible for:

- Electrical disconnects~ from main box, cut wires below ground at 3 ft buried
- Plumbing disconnects ~ town staff will disconnect prior to removal
- Evacuated and disposal of an freon ~ Town staff previously removed AC unit and freon
- Remove all building material, interior and exterior from site ~ TJH Enterprises, Inc. along with Subcontractor Landed Construction, LLC will remove everything associated with the Modular. Per Town no removal of concrete sidewalk and or ramps
- Backfill and compact site to rough grade ~ TJH Enterprises, Inc. will bring in several loads of dirt to backfill and compact.
- All required permits~ The Town of Firestone will provide all permits and will do all inspections once work is completed.

NO EMPLOYEE AFFIDAVIT

To be completed only if Contractor has no employees

1. Check and complete one:

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

OR

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

2. Check one.

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

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

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

OR

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

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

Signature

Date

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

TJH ENTERPRISES, INC.

is a

Corporation

formed or registered on 04/28/2000 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20001086741 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/28/2022 that have been posted, and by documents delivered to this office electronically through 03/29/2022 @ 13:57:46 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/29/2022 @ 13:57:46 in accordance with applicable law. This certificate is assigned Confirmation Number 13905418 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Family Insurance - Business Insurance PO Box 5316 Binghamton, NY 13902	CONTACT NAME: American Family Insurance - Business Insurance PHONE (A/C, No, Ext): 866-908-0626 E-MAIL: service@amfambusinessinsurance.com ADDRESS: service@amfambusinessinsurance.com INSURER(S) AFFORDING COVERAGE INSURER A: Midvale Indemnity Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 27138
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COVERAGES **CERTIFICATE NUMBER:** 1649367376057 **REVISION NUMBER:**

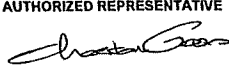
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			GLP1005123	03/13/2022	03/13/2023	EACH OCCURRENCE	\$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	Y	N				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC							
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	☐ SCHEDULED AUTOS							
	☐ NON-OWNED AUTOS ONLY							
	UMBRELLA LIAB						EACH OCCURRENCE	
	☐ EXCESS LIAB						AGGREGATE	
	☐ OCCUR							
	☐ CLAIMS-MADE							
	DED							
	RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐						E.L. EACH ACCIDENT	
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	
	PROFESSIONAL LIABILITY						OCCURRENCE	
							AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Handyman

Additional Insured - Town of Firestone, Town officers, employees, and contractors

CERTIFICATE HOLDER TOWN OF Firestone 9950 Park Avenue Firestone, CO 80504	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.b

Discussion/Action

Meeting Date: May 11, 2022

Initiated By: Jessica Clanton

Dept: Finance

AGENDA TITLE

PUBLIC HEARING: Resolution 22-54: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING THE ANNUAL BUDGET FOR THE TOWN OF FIRESTONE FOR FISCAL YEAR 2021

SUMMARY

The Town has a Public Improvement Reimbursement Agreement (PIRA) with the Developer within the Town City Centre development. Under the PIRA, the Developer receives a Credit PIF on the sales tax earned. This budget amendment is to account for the additional sales tax revenue received by the Town and the Credit PIF (expense) associated with those revenues. As this reimbursement for the Credit PIF is directly tied to revenues received, any excess revenue will also show as excess expenditures.

HISTORY AND PREVIOUS BOARD ACTION

The 2021 budget was approved on November 18, 2020.

RECOMMENDATION

Staff recommends approval of Resolution 2022-54

ALTERNATIVES

ATTACHMENTS

1. 2021 Budget Amendment Resolution
2. Proof of Notification - 2021 Budget Amdt

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 2022 - 54

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING THE ANNUAL BUDGET FOR THE TOWN OF FIRESTONE FOR FISCAL YEAR 2021.

WHEREAS, the Town entered into certain public improvements reimbursement agreements (“PIRA”) with American Furniture Warehouse and THF Firestone Development, LLC, which impose a public improvement fee (“PIF”) on any and all retail sales transaction by any retailer within properties that are the subject of the reimbursement agreements that are subject to the Town’s sales and use tax (“PIF Sale”);

WHEREAS, to implement the PIRA’s, the Town granted a tax credit against the collection of revenues received through PIF Sales in the form of a rebate in an amount equal to the PIF (“Credit PIF”); and

WHEREAS, the Board of Trustees of the Town of Firestone on November 18, 2020 adopted the annual budget for the fiscal year beginning January 1, 2021 and ending December 31, 2021 (“2021 Budget”); and

WHEREAS, 2021 revenues actually generated from PIF Sales increased by \$380,000 above the PIF Sale amount in the 2021 Budget, leading to a corresponding increase of \$380,000 in the Credit PIF amount in the 2021 Budget; and

WHEREAS, \$411,023 must be transferred from the General Fund to the Conservation Trust Fund; and

WHEREAS, the 2021 Budget must therefore be amended; and

WHEREAS, the amended 2021 Budget remains in balance as required by law.

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

Section 1. The 2021 Budget is amended to provide for the appropriation of an additional \$380,000 from sales tax revenues to the General Fund for expenditures to be made under the PIRA’s between the Town and American Furniture Warehouse and THF Firestone Development, LLC.

Section 2. The 2021 Budget is further amended to reflect the transfer of \$411,023 from the General Fund to the Conservation Trust Fund.

INTRODUCED, READ AND ADOPTED this 11th day of May, 2022.

TOWN OF FIRESTONE, COLORADO

By: _____
Drew Peterson, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**TOWN OF FIRESTONE, COLORADO
NOTICE OF PUBLIC HEARING**

Pursuant to C.R.S. Section 29-1-106, notice is hereby given that the Board of Trustees of the Town of Firestone will hold a public hearing at 7:00 p.m. on Wednesday, May 11, 2022, at the Police Department & Municipal Court Building, 9900 Park Avenue, Firestone, Colorado. The purpose of the public hearing will be to consider supplemental appropriations, amendments, and transfers within the 2021 budget. Any person may appear at the public hearing and be heard regarding the proposed budget matter under consideration, and any interested elector of the Town may file any objections to such proposed budget matter at any time prior to the final adoption thereof.

TOWN OF FIRESTONE, COLORADO

BY: /s/ _____
Jessica Koenig, CMC,
Town Clerk

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Prairie Mountain Media, LLC

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**County of Boulder
State of Colorado**

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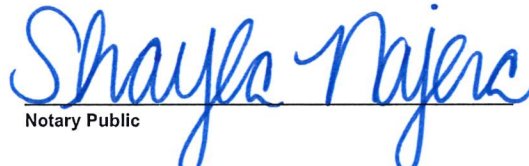
Mar 30, 2022



Signature

Subscribed and sworn to me before me this

30th day of March, 2022.



Notary Public

(SEAL)

SHAYLA NAJERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174031965
MY COMMISSION EXPIRES July 31, 2025

Account: 1051150
Ad Number: 1878606
Fee: \$22.33

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.c

Discussion/Action

Meeting Date: May 11, 2022

Initiated By: Todd Bjerkaas

Dept: Planning & Development

AGENDA TITLE

Resolution 22-58: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND CHECK-IT CODE CONSULTING FOR PLAN REVIEW SERVICES

SUMMARY

For the Board of Trustees' consideration, this contract with Check-it Code Consulting would provide the Town with professional plan review services on an as-needed basis. The Town finds that Check-It Code Consulting has the expertise, qualifications, and experience to perform the work and duties required for the needs of the Planning and Development Department, Building Division.

HISTORY AND PREVIOUS BOARD ACTION

As part of the Town's long-term goals of providing building services within the Building Division, this contract fills a need for quality plan review services that are closely aligned with our customer service expectations.

RECOMMENDATION

Staff recommends the Board approve Resolution 22-58, approving an agreement with Check-it Code Consulting LLC.

ALTERNATIVES

ATTACHMENTS

1. 22-58 Check-IT Code Consulting Reso
2. Check-IT Code Consulting Agreement for Services
3. Check-it Code Consulting Agreement Exhibits

FINANCIAL CONSIDERATIONS

The agreement includes an amount not to exceed \$45,000. The 2022 Budget includes \$250,000 for building services.

RESOLUTION NO. 22-58

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF
FIRESTONE AND CHECK-IT CODE CONSULTING FOR PLAN REVIEW SERVICES**

WHEREAS, the Town of Firestone ("Town") is in need of professional plan review services on an as-needed basis ("Project"); and

WHEREAS, the Town finds that Check-It Code Consulting has the expertise, qualifications, and experience to perform the work and duties required for the Project.

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

The Agreement between the Town of Firestone and Check-It Code Consulting for plan review services is approved in substantially the same form as the copy attached hereto and made a part of this Resolution, and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of _____, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (the "Agreement") is made and entered into this _____ day of _____, 2021 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Ave , Firestone, Colorado 80504 (the "Town"), and **CHECK-IT CODE CONSULTING, LLC** an independent contractor with a principal place of business at **8724 W 17TH STREET RD, GREELEY, CO 80634** ("Contractor") and provides services as follows:

I. SCOPE OF SERVICES

A. The Services. If requested, Contractor shall provide to the Town on an as-needed basis the plan review services ("Professional Services") and provide the Deliverables within the designated timelines ("Deliverable Timeline"), all as more particularly described in the Scope of Services set forth in Exhibit A, attached hereto and incorporated herein by this reference. Furthermore, Contractor shall furnish all labor, equipment, supplies and materials required for the complete and prompt execution and performance of the Professional Services and Deliverables.

1.1. Project Change Control Process: Additional Professional Services or Deliverables beyond those set out in Exhibit A, or changes to the Deliverables Timeline different than those set out in Exhibit A, may be accomplished after execution of this Agreement, and without invalidating the Agreement, by a written Project Change Request ("PCR"). A PCR shall be based upon agreement among Town and Contractor. A PCR shall be a written instrument prepared by one or both Parties and signed by both Parties, stating their agreement upon all of the following: (a) the impact of the PCR on the scope and timing of Professional Services and Deliverables to be provided under this Agreement, on the Deliverables Timeline, or on the Contract Sum; (b) any additional Services and Deliverables to be provided, any change to the Deliverables Timeline, or any change to the Contract Sum; (c) the amount of adjustment, if any, to the Fee Schedule or the Contract Sum; and (d) the extent of adjustment, if any, in the Deliverable Timelines. A PCR shall not be effective unless authorized as an amendment to this Agreement and executed by both Parties. If Contractor proceeds without such authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

1.2. Deliverables Timeline. Contractor shall complete the Professional Services and furnish to Firestone the Deliverables no later than the turnaround times established in Exhibit A ("Deliverables Timeline"), unless the Deliverables Timeline has been adjusted as permitted by this Agreement. All turnaround times stated in Exhibit A are of the essence; provided, however, that the Deliverables Timeline may be changed or adjusted by a PCR as allowed or permitted under this Agreement. All changes to the Deliverables Timeline shall be effective upon mutual execution of a PCR. If Contractor is prevented or delayed at any time in the commencement or from completing any part of the Professional Services or Deliverables within the Deliverables Timeline due to delay beyond the control of Contractor, the Deliverables Timeline will be adjusted and extended in an amount equal to the time lost due to such delay if a claim is made therefor in accordance with Subsection A.1.1.

B. Town Responsibilities. The Town will (i) be responsible for intaking permits, plans and related documents and delivering such documentation to Contractor in-person or through electronic means; and (ii) be responsible for providing zoning administration.

II. TERM AND TERMINATION

A. The initial term of this Agreement will be one (1) year from the Effective Date, unless terminated as provided herein. This Agreement will automatically renew for consecutive one (1) year terms ("**Renewal Term**") upon expiration of the Initial Term unless earlier terminated pursuant to this Section or either party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term. The Initial Term and any Renewal Term shall be referred to individually and collectively herein as the "**Term**."

B. Either Party may terminate this Agreement upon 30 days advance written notice.

C. If this Agreement expires or is terminated by either Party, Contractor shall immediately discontinue performance, and deliver to the Town all Deliverables in their then-existing state. In addition, Contractor shall remove or overwrite all applicable Town data from Contractor's systems following the effective date of termination or cancellation. Promptly after erasure of Town data or any copy thereof, Contractor shall certify such erasure to the Town in writing. In purging or erasing Town data as required by this Agreement, Contractor shall leave no data recoverable on its computers or other media, to the maximum extent commercially feasible. Prior to any such deletion or destruction, however, Contractor shall either: (i) grant the Town reasonable access for the sole purpose of retrieving Town data or (ii) transfer all Town data to a Microsoft SQL backup copy for delivery to the Town. At the Town's option and upon its written request, Contractor will continue to retain the Town Data for a period of no more than sixty (60) days after the effective date of expiration or termination, as applicable. Upon such termination, the Town shall pay Contractor the pro rata amount based on the completed portion of any Professional Services or any Deliverables stated in as of the effective date of such expiration or termination. If payment is otherwise due in a fixed sum, the Town will pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. FEES; PAYMENT TERMS

A. Fees. In consideration for the completion of Professional Services and furnishing of Deliverables in connection with such services, the Town shall pay Contractor the fixed amounts or based upon services rendered and billed in accordance with rates ("Contractor Fees") set forth in Exhibit B ("Fee Schedule"); provided, however, that the maximum, aggregate amount of compensation that may accrue to CONTRACTOR in the Initial Term or in any given Renewal Term of this Agreement shall not exceed \$45,000 ("Contract Sum"). The Town shall not pay Contractor any amount under this Agreement that exceeds the Contract Sum in any given Term while this Agreement is effective, unless the Contract Sum has been amended by a PCR in accordance with this Agreement. No change to the Contract Sum, including any additional compensation, shall be effective or paid unless amended by a PCR in accordance with this Agreement.

Commented [KM1]: Just an arbitrary amount picked by me.

Commented [RD2R2]:

B. Payment. The Town shall pay Contractor the Contractor Fees set forth in Exhibit A in accordance with this Subsection II.B.

1.1 Contractor shall submit monthly invoices to the Town which shall be due and payable thirty (30) days after receipt.

1.2 For Professional Services performed and billed on a time basis, the Town shall not be charged overtime or additional amounts above the fixed hourly billing rate set forth in the Fee Schedule.

1.3 All Professional Services billed on an hourly basis shall be rounded to the nearest quarter of an hour increment.

1.4 No travel, material, expenses or other costs incurred by Contractor will be charged to the Town.

1.5 Contents of Invoices. Invoices shall include the basis upon which payment is requested, such as actual time, number of hours worked, along with a general description of the actual Professional Services performed, the start and completion dates of any such services performed, and who performed such services. Contractor shall provide appropriate supporting documentation with each invoice.

C. **Set-Off:** In addition to any other rights the Town has under this Agreement to indemnification or recoupment, Contractor agrees that the Town is entitled to set off any amounts it may owe Contractor under this Agreement against such claims for indemnity or recoupment.

IV. PROFESSIONAL RESPONSIBILITY

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

B. **Customer Data Management.** Unless it receives the Town's prior written consent, Contractor: (i) shall not access, process, or otherwise use Town data other than as necessary to facilitate the Professional Services or to allow Contractor to provide the Deliverables; (ii) shall not give any of its employees access to Town Data except to the extent such individual needs access to facilitate performance under this Agreement; (iii) shall not give any third party access to Town data, including without limitation Contractor's other customers. Contractor shall not permit any subcontractor to access Town data unless such subcontractor is subject to a written contract with Contractor protecting the data. Contractor shall exercise commercially reasonable efforts to ensure that each subcontractor complies with all of the terms of this Agreement related to Town data.

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

D. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work except as expressly set forth in Exhibit A.

V. CONFIDENTIALITY; OWNERSHIP

A. Each party hereby agrees to maintain the confidentiality of the other party's proprietary materials and information, including but not limited to, all information, knowledge or data not generally available to the public which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Contractor further acknowledges that the Services may require Contractor to review documentation containing valuable trade secrets or other financial information of an applicant or Town customer, which are the sole property of the applicant or Town customer, and Contractor agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Services. Contractor will use reasonable efforts to ensure that Contractor and any subcontractors maintain the confidentiality of proprietary materials and information.

B. As between the Town and Contractor, the Town reserves all its rights, title and interest in and to Town data, including all intellectual property rights relating thereto, subject to the rights and permissions granted herein. Customer grants to Contractor the non-exclusive, non-transferable right to copy, store, record, transmit, display, view, print or otherwise use (i) Town data solely to the extent necessary to perform the Services under this Agreement; or (ii) to enforce this Agreement

and exercise Contractor's rights hereunder, if Contractor has a reasonable belief of the Town's non-compliance. Nothing in this Agreement shall be construed to confer any right or permission to any third-party vendors or providers with whom Contractor has contracted for the provision of any third-party products. For purposes of this Agreement, "Town data" means any and all plans, documentation, content, eDocuments, materials, data and information that the Town receives from an applicant as part of their application submittal and then delivers to Contractor for performance under this Agreement, including but not limited to, an applicant's personal information, information used to identify internal Town account names or project numbers, internal Town routing information, or any other confidential information contained in documentation supplied by the Town to Contractor as part of the Professional Services. Town data does not include any component of the Deliverables or materials provided by or on behalf of Contractor to the Town in the course of performing the Professional Services or furnishing of Deliverables.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes. Contractor understands that Contractor is not entitled to unemployment insurance benefits from the Town. Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor's activities under this Agreement, including, by way of illustration but not limitation, federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required.

VII. INSURANCE

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

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

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

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

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

IX. WORKERS WITHOUT AUTHORIZATION

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 3 hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement.

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

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

X. MISCELLANEOUS

- A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.
- B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.
- C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.
- D. Third Parties. There are no intended third-party beneficiaries to this Agreement.
- E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.
- F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- G. Modification. This Agreement may only be modified upon written agreement of the Parties.
- H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.
- I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the Town and its officers, attorneys or employees.
- J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.
- K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.
- L. Force Majeure. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.
- M. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

- N. All fees will be assessed and collected by Municipality
- O. Municipality will intake permits, plans and related documents for pick up by Consultant and/or submit to Consultant electronically
- P. Municipality will provide zoning administration for projects assigned to Consultant and provide a copy of approval or denial document to Consultant

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

First and Last Name, Title

ATTEST:

Jessica Koenig, Town Clerk

CHECK-IT CODE CONSULTING, LLC

By: Brendan Pendley, Owner

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2021, by _____ as _____ of _____.

My commission expires:

(Seal)

Notary Public

Commented [RF3]: Fill in to match the purchasing policy i.e. Town Manager/Mayor etc.

Commented [RF4]: Update as needed

NO EMPLOYEE AFFIDAVIT

To be completed only if Contractor has no employees

1. Check and complete one:

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

OR

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

2. Check one.

☐ I am a United States citizen or legal permanent resident.
The Town must verify this statement by reviewing one of the following items:

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

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.
Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

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

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

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;
2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and
3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

Signature

Date

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2021, by _____ as _____ of _____.

Commented [RF5]: Update as needed

My commission expires:
(S E A L)

Notary Public

EXHIBIT A

SCOPE OF SERVICES

See attached

ATTACHMENTS:

EXHIBIT A	Scope of Services
EXHIBIT B	Fee Schedule
EXHIBIT C	Insurance Verification

**EXHIBIT A
SCOPE OF SERVICES**

1. LIST OF SERVICES

As-Requested Plan Review Services

- Provide plan review services electronically or in paper format
- Review all plans, ensuring they meet adopted building codes and local amendments and/or ordinances
- Perform reviews using certified plans examiners
- Coordinate plan review tracking, reporting, and interaction with applicable departments
- Return a set of finalized plans and all supporting documentation
- Provide review of plan revisions and remain available to applicant after the review is complete

TIME OF PERFORMANCE

- Services will be rendered in accordance with the Deliverables table below.
- Consultant's representative(s) will be available by phone and email.

DELIVERABLES			
PLAN REVIEW TURNAROUND TIMES			
	<u>Project Types:</u> Single-family Multi-family Small commercial (under \$2M in valuation) Large commercial		
	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	First Comments	Second Comments
	Single-family	10 business days	7 business days or less
	Multi-family and Small commercial	15 business days	10 business days or less
	Large commercial (Additional time may be required dependent upon the size and/or complexity of the project.)	20 business days	10 business days or less

**EXHIBIT B
FEE SCHEDULE**

FEE SCHEDULE

- Municipality will promptly notify Consultant of any revisions or amendments to Municipal Fee Schedule
- Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Plan Review Services - excludes engineer review fees (All plans examiners are ICC certified)	Residential - 55% of Municipal Plan Review Fee Commercial - 55% of Municipal Plan Review Fee \$50/hr. for revisions/supplements to already approved plans. One hour minimum.
Other services	\$100/hr. for training or formal consulting \$135/hr. for structural engineer review if requested by the Building Official (dependent upon availability of engineer)
Plan review fees will be charged after the 1st review has been completed (plans approved or 1st comments sent).	

EXHIBIT C
Insurance Verification



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Trailstone Insurance Group 8361 N Rampart Range Rd. B210 Littleton CO 80125	CONTACT NAME: Ben Trygstad PHONE: 303-792-2355 (A/C, No, Ext): E-MAIL: Ben@trailstoneinsurance.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: HARTFORD UNDERWRITERS INS CO INSURER B: CFC Underwriting Limited INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): 303-999-3970 NAIC # 30104
INSURED Check-It Code Consulting, LLC 8724 W 17th Street Rd Greeley CO 80634-3029		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ JEC1 ☐ LOC OTHER:			34SBAAL7FH3	5/25/2021	5/25/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Dishonesty \$ 50,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			34SBAAL7FH3	5/25/2021	5/25/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			PSJ0031698320	5/25/2021	5/25/2022	1,000,000
A	Data Breach - Defense & Liab Covg			34 SBA AL7FH3	5/25/2021	5/25/2022	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is included as an additional insured if required by an executed written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

Town of Firestone 9950 Park Ave CO 80504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Ben Trygstad</i>
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**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.d

Discussion/Action

Meeting Date: May 11, 2022

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 22-61: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING CHANGE ORDER NO. 7 FOR THE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND HUDICK EXCAVATING INC REGARDING THE FIRESTONE RESERVOIR NO. 1 SUPPLY AND DELIVERY INFRASTRUCTURE PROJECT

SUMMARY

The work at Firestone Reservoir No. 1 is essentially completed now. There were two final issues we needed to address with the contractor, HEI Civil. The first was to fill in a trench along the Last Chance Irrigation Ditch along the southern end of the property that was dug by the original land owner. The trench does not drain anywhere but collects water and has become overgrown and is now home to a multitude of pests. The US Army Corps of Engineers examined it and determined it is not a jurisdictional Water of the US and cleared us to fill it in. Over the course of the past year, the reservoir project had generated a fair amount of waste soil that was not suitable for use in the project. And also during that period, the Public Works Department was able to bring waste soil they generated from cleaning drainage facilities and rehabilitating gravel roads. HEI had the equipment and personnel to push the stockpiled waste soil into the trench and reseed it so we sent them a Field Order and directed them to get us a price for the work. The second item this change order addresses was an error they made in constructing the 18" potable water line under Zinnia. The termination point of that waterline on the south side of the street was not in the correct location and was not the correct pipe material. Our pipeline contractor was able to adjust their work but the additional expense is being credited back to Firestone through this change order.

HISTORY AND PREVIOUS BOARD ACTION

On September 9, 2020, the Board of Trustees approved Resolution 20-85 awarding the Reservoir No. 1 Supply and Discharge Infrastructure Constriction Contract.

On April 9, 2021, the Board of Trustees approved Resolution 21-49 Change Order No. 1 to the constriction contract.

On August 11, 2021, the Board of Trustees approved Resolution 21-49 Change Order No. 2 to the constriction contract.

On September 22, 2021, the Board of Trustees approved Resolution 21-102 Change Order No. 3 to the constriction contract.

On September 22, 2021, the Board of Trustees approved Resolution 21-103 Change Order No. 4 to the constriction contract.

On November 11, 2021, the Board of Trustees approved Resolution 21-114 Change Order No. 5 to the constriction contract.

On March 9, 2022, the Board of Trustees approved Resolution 22-36 Change Order No. 6 to the constriction contract.

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached resolution approving Change Order No. 7 to the construction contract with HEI Civil and authorize the Mayor to execute it on behalf of the Town.

ALTERNATIVES

NA

ATTACHMENTS

1. 22-61 HEI Change Order #7 Res
2. W2020-9529 Reservoir 1 CO 7 (signed)
3. Project Site Plan

FINANCIAL CONSIDERATIONS

This change order increases the contract amount by \$30,017.00 for a new total contract amount of \$9,578,068.47.

RESOLUTION NO. 22-61

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE COLORADO APPROVING CHANGE ORDER NO. 7 FOR THE
AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND HUDICK
EXCAVATING INC REGARDING THE FIRESTONE RESERVOIR NO. 1
SUPPLY AND DELIVERY INFRASTRUCTURE PROJECT**

WHEREAS, though the Firestone Reservoir No. 1 Supply and Delivery Infrastructure Project is essentially complete there remain two items of work which must be addressed: and

WHEREAS, the first is to fill in a trench along the Last Chance Ditch that was dug by the original property owner and for which the US Army Corp of Engineers has authorized the Town of Firestone ("Town") to fill; and

WHEREAS, Hudick Excavating Inc d.b.a. HEI Civil has the equipment and personnel on site to fill the ditch with onsite waste soil and seed the site:

WHEREAS, the second is to correct the location and material errors HEI Civil made in constructing the 18 inch pipeline under Zinnia Avenue and the expense for this is being deleted from the Change Order as the work and materials will be provided by EZ Excavating Inc.

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

Change Order No. 7 for the Reservoir No. 1 Supply and Delivery Infrastructure Agreement between the Town of Firestone and Hudick Excavating 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 Change Order on behalf of the Town.

INTRODUCED, READ, AND ADOPTED this ___ day of _____, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Jessica Koenig, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

CHANGE ORDERNo. 7PROJECT Firestone Reservoir No. 1 Supply and Delivery Infrastructure ProjectDATE OF ISSUANCE 4/27/2022 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.) Increase Line Item 77-Seeding quantity by 6-AC to 12-AC total. Resulting line item total equal to \$22,020.00
Six acres seeded due to Field Order 009.
- 2.) Add Line Item 100-Cut to Fill Unsuitable Material with units of CY. Unit Price equal to \$5.55. Total quantity equal to 5,000 CY.
Resulting line item equal to \$27,750.00
Refer to Field Order 009.
- 3.) Add Line Item 101-E-Z Excavating Tie-In with units of LS. Unit Price equal to \$8,743.00. Total quantity equal to (1)-LS. Resulting line item equal to (\$8,743.00).
Deduct for the correction to the potable water tie-in. Refer to E-Z Excavating, Inc Change Order #5.

Furthermore, Contractor has submitted change in Contract time due to major supply chain delays of breaker mounting parts.

Attachments: Field Order 009; E-Z Excavating, Inc Change Order #5

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	
\$ <u>7,016,948.45</u>	Substantial Completion: <u>365</u> Ready for final payment: <u>410</u> days or dates
Net changes from previous Change Orders No. <u>1</u> to <u>6</u>	Net changes from previous Change Orders No. <u>1</u> to <u>6</u>
\$ <u>2,531,103.02</u>	<u>115</u> days
Contract Price prior to this Change Order	Contract Times prior to this Change Order
\$ <u>9,548,051.47</u>	Substantial Completion: <u>497</u> Ready for final payment: <u>525</u>
Net Increase (decrease) of this Change Order	Net Increase (decrease) of this Change Order
\$ <u>30,017.00</u>	<u>123</u> days
Contract Price with all approved Change Orders	Contract Times with all approved change Orders
\$ <u>9,578,068.47</u>	Substantial Completion: <u>620 [July 22, 2022]</u> Ready for final payment: <u>648 [August 19, 2022]</u>

RECOMMENDED**APPROVED****ACCEPTED**

By: Wiggins, David
Digitally signed by Wiggins, David
 DN: cn=Wiggins, David, ou=Internal,
 ou=spers, ou=stantec, dc=corp, dc=ads
 Reason: I am the author of this document
 Date: 2022.05.02 08:34:17 -0600
 Engineer (Authorized Signature)

By: _____
 Owner (Authorized Signature)

By: Noah Carter
Digitally signed by Noah Carter
 DN: cn=US, e=noah.carter@heicivil.com,
 cn=Noah Carter
 Date: 2022.05.05 15:12:57 -0600
 Contractor (Authorized Signature)

Date: 5/2/2022 Date: _____ Date: 5/5/2022

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**.

Firestone Reservoir Field Order #9



Hudick Excavating Inc. dba HEI CIVIL

5460 Montana Vista Way

Castle Rock, CO 80108

Contact: Noah Carter

Phone: 303-688-9500

Fax: 303-688-5254

Date: 1/4/22

Quote To:

Job Name: Firestone Reservoir Field Order #9

Date of Plans:

Revision Date:

HEI Bid Number: NC22002

Attention:

Phone:

Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000	Cut to Fill Unsuitable Material	5,000.00	CY	5.55	27,750.00
1020	Seeding	6.00	AC	1,835.00	11,010.00
GRAND TOTAL					\$38,760.00

NOTES:

Exclusions:

- Engineering
- Surveying
- Testing
- Fees
- Permits
- Performance & payment bond
- Hazardous materials removal and disposal
- Frost protection or snow removal
- Hand grading
- Dewatering
- Rock excavation
- Blasting
- Off-site import or export
- Curb and gutter prep
- Paving prep
- Stormwater management plan
- Erosion control measures unless otherwise listed above
- * Maintenance of erosion control to be billed at T&M rates
- Dry utilities and conflicts
- Traffic control
- Structural excavation or backfill of any nature
- Sales tax
- Prevailing wages

General Notes:

- Proposal is to be part of any contract issued.
- Any salt deicers i.e., salt, sand, cat litter, magnesium chloride, will destroy the finish of the concrete and cause spalling.

- * Sand and cat litter need to be removed after 24 hours. Any use of deicers will void warranty.
- HEI will be only liable for damages caused by our own acts per CO statute 13-21.111.5.
- Per Colorado HB 11-1115, 5% max retainage is to be held.
- Estimated quantities, actual will be invoiced.
- Grading tolerances +/- .2'
- Pricing is based off diesel fuel at \$2.50 per gallon, subject to a fuel escalation cost.
- Retainage on our scope of work is to be released once HEI has completed its work OR payment due in full by the 15TH, on monthly invoices.



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:	7642 - St. Vrain WTP - Phase 1 CO#5 - HEI Tie In	Bid Number:	2021-0498
Project Location:	Firestone, CO	Bid Date:	7/1/2021

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
005	Connect To Existing HEI Stub (3 Crew Hours Addtl To Original Bid)	1.00	EACH	\$2,000.00	\$2,000.00
010	18-in DR-14 Transmission Pipeline (Additional To Tie In To HEI Location)	22.00	LF	\$56.50	\$1,243.00
015	18" 11.25 Degree MJ Horizontal Bend (To Correct Horizontal/Vertical Alignment)	1.00	EACH	\$5,500.00	\$5,500.00

Total Bid Price: \$8,743.00

ACCEPTED:

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

Buyer: _____

Signature: _____

Date of Acceptance: _____

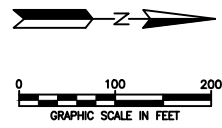
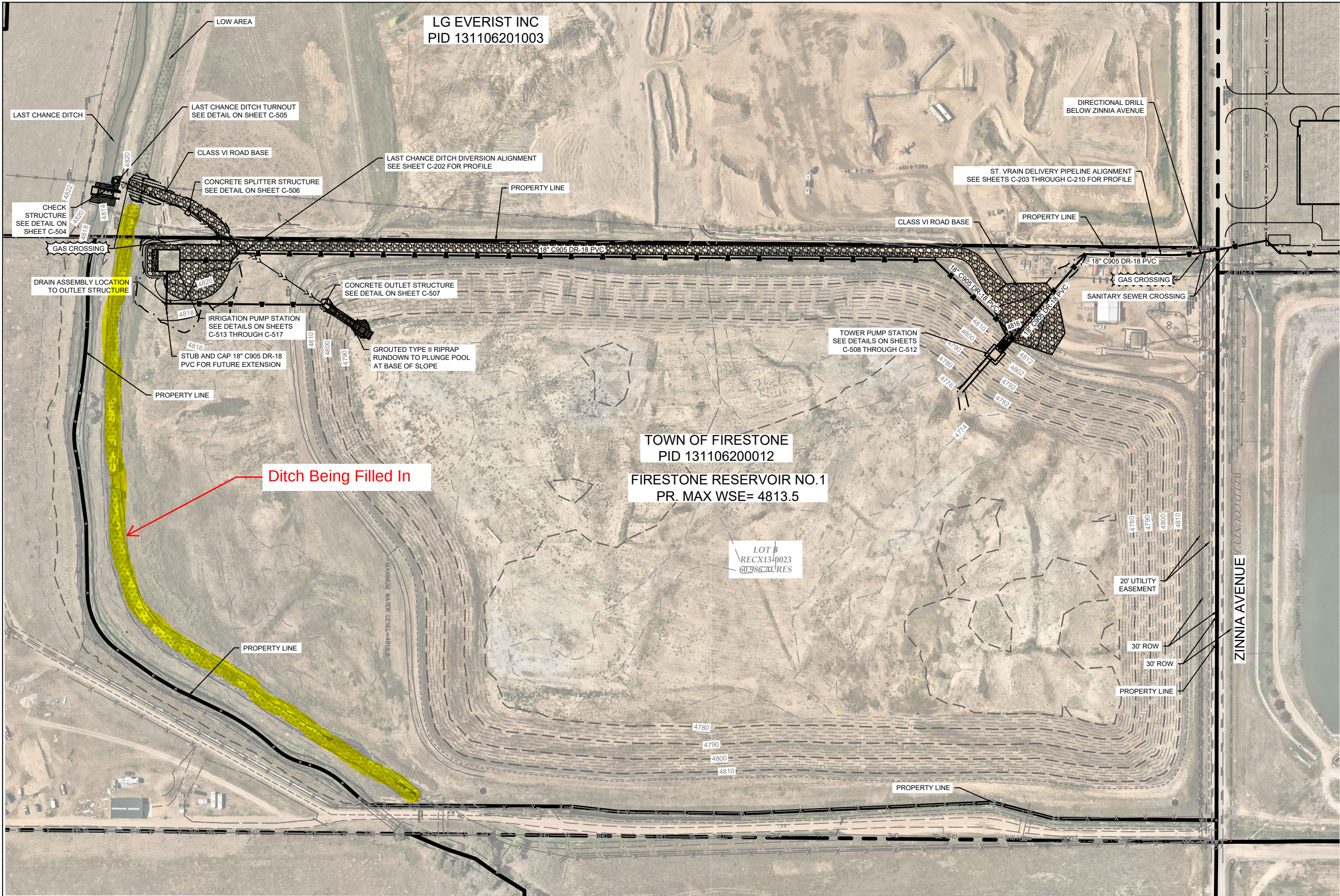
CONFIRMED:

E-Z Excavating, Inc

Authorized Signature: _____

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

1:10 PM 20 July 2020 Plot Date & Time: \\10.16.3.44\drp\SSS\0006 Firestone\DESIGN\ACAD\PLANS\102 Site Plan - reservoir and st.vrain.dwg



NOTES:
1. 3-PHASE POWER TO PUMP STATION BY OTHERS

12	BID SET	JTP	MJK	07/17/20	SEAL
11	CONSTRUCTION	JTP	MJK	04/24/20	
10	100% SUBMITTAL	JTP	MJK	03/06/20	
9	90% SUBMITTAL	JTP	MJK	01/10/20	
8	REVISED PRELIMINARY PLANS	TJL	MJK	11/27/19	
7	REVISED PRELIMINARY PLANS	TJL	MJK	11/14/19	
6	REVISED PRELIMINARY PLANS	TJL	MJK	10/07/19	
REV	REVISION DESCRIPTION	DWN	APP	REV DATE	

SUB CONSULTANT


Responsive partner. Exceptional outcomes.

PRIME CONSULTANT



PROJECT TITLE

FIRESTONE RESERVOIR NO.1



SHEET TITLE				
FIRESTONE RESERVOIR NO. 1 SITE PLAN				
DWN BY	CHK'D	APP'D	DWG DATE	JULY 2020
JTP	MJK	MJK	SCALE	AS SHOWN
PROJECT NO.	SHEET NO.	REV NO.		
B5435-0006	C-102	12		

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.e

Discussion/Action

Meeting Date: May 11, 2022

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 22-62: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING CHANGE ORDER NO. 4 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

This change order will address two changes in scope to the construction contract with EZ Excavating. The first is for additional work and materials to make the connection to the 18" bored waterline under Zinnia installed by another contractor. This entire cost is being deducted from that contractor's work (HEI Change Order 7) so there is no net increase to the Town. The second item is the addition of a Pressure Reducing Valve to Blend Station No. 2. The addition of this PRV was originally planned to be installed with Phase 2 of the Transmission Pipeline in the future but a problem with the fire suppression system at the St Vrain Water Treatment Plant can be solved by installing this valve now.

HISTORY AND PREVIOUS BOARD ACTION

On July 14, 2021, the Board of Trustees approved Resolution 21-85 awarding the construction contract for the Phase 1 Potable Water Transmission Pipeline Project.

On October 27, 2021, the Board of Trustees approved Resolution 21-115 approving Change Order No. 1.

On January 26, 2022, the Board of Trustees approved Resolution 22-19 approving Change Order No. 2.

On March 9, 2022, the Board of Trustees approved Resolution 22-37 approving Change Order No. 3.

RECOMMENDATION

Staff recommends the Board of Trustees approves the attached resolution approving Change Order No. 4 with EZ Excavating, Inc. and authorize the Mayor to execute the change order on behalf of the Town.

ALTERNATIVES

NA

ATTACHMENTS

1. 22-62 E-Z Excavating Change Order 4 Res (1)
2. W2020-9524.04 Transmission Pipeline CO 4 (signed)

FINANCIAL CONSIDERATIONS

This change order increases the contract amount by \$46,993.00 for a new contract amount of \$3,780,227.40.

RESOLUTION NO. 22-62

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE COLORADO APPROVING CHANGE ORDER NO. 4 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 the 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, EZ will perform the work and provide the materials for the correction of the 18-inch pipeline under Zinnia Avenue which matter was addressed in Resolution No.22- regarding HEI Civil's Change Order No. 7; and

WHEREAS, EZ shall also install a Pressure Reducing Valve to Blend Station No. 2, which though originally planned for Phase 2 of the Transmission Pipeline Project will address a current fire suppression system issue at the St. Vrain Water Treatment Plant.

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

Change Order No. 4 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 the Change Order on behalf of the Town.

INTRODUCED, READ, AND ADOPTED this ___ day of _____, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Jessica Koenig, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**SECTION 00941
CHANGE ORDER**

No. 004

Date of Issuance: 2022.05.02

Effective Date: 2022.05.11

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 1		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:

Contract has submitted costs related to additional work for the treated water pump station tie-in south of the Zinnia crossing and a new pressure reducing valve. The costs related to the pump station tie-in was incurred due to an improper installation of the tie-in pipe by others. The new pressure reducing valve (PRV) at Blend Station #2 was scheduled for future work (by others) related to the master plan. However, due to the new fire suppression system and an additional pressure requirement at the treated water pump station, a new PRV shall be necessary for current operations.

(Existing) Item #9 18-in DR-14 Transmission Pipeline: Original Quantity = 3964 LF; New Quantity = 3986 LF

Necessary pipe to correct the tie- in alignment.

(New) Item #11.13 18-in 11.25 Degree MJ Horizontal Bend: Quantity = 1 EA

Necessary bend to correct the tie-in alignment.

(New) Item #51 Connect to Existing HEI Stub: Quantity = 1 EA

Necessary labor to correct the tie-in alignment

(New) Item #32.1 12" PRV on Blend Station #2: Quantity = 1 EA.

New pressure reducing valve for Blend Station #2 and necessary equipment and labor.

Furthermore, Contractor has submitted change in Contract time due to continued supply chain delays of butterfly valves and United Power delivery delays.

Attachments (list documents supporting change):

Attachment A: Price Quote from EZ Excavating Inc for pump station tie-in.

Attachment B: Price Quote from EZ Excavating Inc for new PRV.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:	
Original Contract Price: \$3,480,936.00	Original Contract Times: ☐ Working days ☒ Calendar days Substantial completion (date): <u>12/31/2021</u> Ready for final payment (date): <u>01/31/2022</u>	
Increase from previously approved Change Orders No. <u>001</u> to No. <u>003</u> : \$252,298.40	Increase from previously approved Change Orders No. <u>001</u> to No. <u>002</u> : Substantial completion (date): <u>02/25/2022</u> Ready for final payment (date): <u>03/11/2022</u>	
Contract Price prior to this Change Order: \$3,733,234.40	Contract Times prior to this Change Order: Substantial completion (date): <u>04/30/2022</u> Ready for final payment (date): <u>05/14/2022</u>	
Increase of this Change Order: \$46,993.00	Increase of this Change Order: Substantial completion (date): <u>06/21/2022</u> Ready for final payment (date): <u>07/05/2022</u>	
Contract Price incorporating this Change Order: \$3,780,227.40	Contract Times with all approved Change Orders: Substantial completion (date): <u>06/21/2022</u> Ready for final payment (date): <u>07/05/2022</u>	
RECOMMENDED: By: <u>Wiggins, David</u> Engineer (Authorized Signature) Date: <u>5/2/2022</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: <u>Nic Tiller</u> Signature Date: _____

CHANGE ORDER INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.



-ATTACHMENT A-
Pump Station Tie-in

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:	7642 - St. Vrain WTP - Phase 1 CO#5 - HEI Tie In	Bid Number:	2021-0498
Project Location:	Firestone, CO CO#4	Bid Date:	7/1/2021

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
51 005	Connect To Existing HEI Stub (3 Crew Hours Addtl To Original Bid)	1.00	EACH	\$2,000.00	\$2,000.00
9 010	18-in DR-14 Transmission Pipeline (Additional To Tie In To HEI Location)	22.00	LF	\$56.50	\$1,243.00
11.13 015	18" 11.25 Degree MJ Horizontal Bend (To Correct Horizontal/Vertical Alignment)	1.00	EACH	\$5,500.00	\$5,500.00

Total Bid Price: \$8,743.00

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



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:	7642 - St. Vrain WTP CO#6 Blend Station PRV	Bid Number:	2021-0498
Project Location:	Firestone, CO CO#4	Bid Date:	7/1/2021

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
32.1	12" PRV On Blend Station 2	1.00	EACH	\$38,250.00	\$38,250.00

Total Bid Price: \$38,250.00

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

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.f

Discussion/Action

Meeting Date: May 11, 2022

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 22-63: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING THE THIRD AMENDMENT TO THE ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND McGRANE WATER ENGINEERING LLC.

SUMMARY

The original Design/Construction Engineering services agreement with McGrane Water Engineering for the development and construction of an alluvial well field on the Gould (now the FAST) property was executed in January of 2020. Since then, we have encountered several issues that have led to changes in the scope of services for their work. The Third Amendment to the agreement incorporates changes in the scope of services that were not originally anticipated, changing the method of construction delivery of the last phase of the project, and reducing some work that had been determined to not be critical to the project. The final stage of the design and construction was intended to be the FAST Horizontal Well Pump Station and Pipeline project. Several months ago it was determined that the pipeline portion of that work needed to be separated out into its own bid package so we could complete it as soon as possible. This resulted in additional effort for the design team to prepare two sets of bidding documents. Then, to most efficiently procure the pumps and controls for the FAST Horizontal Well Pump Station, the Town entered into a procurement contract with the pump supply company the Town has been using, creating further effort in generating a third contract related to the project. The most significant increase that MWE experienced was when their civil engineering sub-consultant had to replace his support team when they all left the company they were working for. The new firm is more expensive. To offset some of this additional expense, we worked with MWE to reduce or eliminate some other aspects of the project that were not critical to the final performance of the well field.

HISTORY AND PREVIOUS BOARD ACTION

On January 8, 2022, the Board of Trustees approved Resolution 20-05, approving a design and construction engineering services agreement for the development of an alluvial well filed on the FAST (formerly Gould) Property.

On August 12, 2020, the Board of Trustees approved Resolution 20-78, approving Amendment 1 to the design/construction engineering services agreement.

On June 23, 2021, the Board of Trustees approved Resolution 21-77, approving Amendment 2 to the design/construction engineering services agreement.

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached resolution approving the Third Amendment to the design/construction engineering services agreement with McGrane Water Engineering, LLC for the Gould Alluvial Well Field and authorize the Mayor to execute the amendment on behalf of the Town.

ALTERNATIVES

NA

ATTACHMENTS

1. 22-63 McGrane Water Engineering 3rd Amendment Res
2. Gould Horizontal Well Final Design and CE Contract Amendment 3 (signed)
3. FAST Property (2022.05.06)

FINANCIAL CONSIDERATIONS

The net increase of the Third Amendment is \$53,000.00, increasing the total contract amount to \$767,000.00.

RESOLUTION NO. 22-63

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

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

WHEREAS, the Project is now known as the Firestone Alluvial Supply Treatment ("FAST"); and

WHEREAS, the Agreement was first amended as a change in the physical characteristics of the alluvium provided the opportunity to develop a more efficient ground water delivery system which resulted in the construction of three additional vertical wells, reduction in the size of the original horizontal well and eliminated the need for the planned construction of the second phase of the horizontal well; and

WHEREAS, the Agreement was amended a second time as an opportunity arose to expand the physical capacity of the Project's recharge trench and modify the horizontal well installation technique which would increase the function of the well; and

WHEREAS, the parties have now encountered unanticipated timing, supply chain and staffing issues which requires that the Scope of Work be amended to change the method of construction delivery and eliminate work not deemed critical to the Project.

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

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

INTRODUCED, READ AND ADOPTED this ___ day of _____, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

APPROVED AS TO FORM:

Jessica Koenig, CMC, Town Clerk

William P. Hayashi, Town Attorney

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

THIS THIRD AMENDMENT TO ENGINEERING SERVICES AGREEMENT is made and entered into effective as of the ____ day of _____, 2022, by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation, hereinafter referred to as the “Town”, and **McGrane Water Engineering, LLC**, a Colorado limited liability company, hereinafter referred to as the “Consultant” with reference to that certain Engineering Services Agreement between the Town and Consultant approved with Resolution 20-05 and executed by the Town on January 8, 2020, with First Amendment approved with Resolution 20-78 and executed by the Town on August 12, 2020, and with Second Amendment approved with Resolution 21-77 and executed by the Town on June 23, 2021, hereinafter referred to as the “Original Agreement.”

WHEREAS, during the course of the final design stage of the project, for the Horizontal Well Pump Station, several unanticipated issues arose that were beyond the reasonable control or expectation of Consultant, and;

WHEREAS, during the final design stage it was determined that it would be advantageous to prepare separate bidding documents for the FAST Pipeline and for the FAST Horizontal Pump Station, and;

WHEREAS, it has been determined that some of the original Scope of Services are not needed or can be reduced and still effectively complete the project, and;

WHEREAS, the Parties believe it to be in the best interest to further amend the Original Agreement as set forth herein.

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

1. Section 2.1 of the Original Agreement is hereby amended to increase the not-to-exceed compensation amount to a new total of \$767,000.00.
2. Exhibit A of the Original Agreement is hereby further amended to include the attached Exhibit A3 - Additional Scope of Services, that details the additional design effort, the revised construction phase services to be provided, and allows for third part certification of the meters on the three Vertical Wells for the State Engineer’s office.
3. The Original Agreement, as herein further amended by this Third Amendment, is hereby ratified and confirmed and remains in full force and effect in accordance with its terms.

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

TOWN OF FIRESTONE,
a Colorado Municipal Corporation

By: _____
Drew Alan Peterson, Mayor

Attest: _____
Jessica Koenig, Town Clerk

Approved as to Form:

William P. Hayashi, Town Attorney

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

By: _____
Dennis
McGrane, P.E.,
C.P.G.

Digitally signed by Dennis McGrane, P.E.,
C.P.G.
DN: cn=Dennis McGrane, P.E., C.P.G., o=
McGrane Water Engineering, LLC,
email=dennis@mcgranewater.com, c=US
Date: 2022.05.03 16:53:30 -0500

Attest: _____

Print Name: _____ Dennis McGrane

Print Name: _____ David Lindsay

Title: _____ President

Title: _____ Civil Engineer

Exhibit A3 – Additional Scope of Services

[See Following 4 Pages]

McGrane Water Engineering, llc

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



April 14, 2022

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

Via email at: dlindsay@ccginc.com

RE: Contract Amendment No. 3 Request – Firestone FAST Wellfield Engineering

Dear Mr. Lindsay:

McGrane Water Engineering, LLC (MWE) requests Contract Amendment No. 3 (CA-3) for engineering services necessary to complete the FAST pipeline, pump station and pump procurement phases totaling **\$53,000**. The net additional request includes: i) removing two tasks from the scope of work that were not required; ii) adding budget to tasks that were under-funded; and iii) conducting additional unforeseen tasks.

Work Not Conducted

We deleted the following tasks from the project:

- Task 3.2 – CDPHE Review (-\$13,000); and
- Task 4.6 – Pipeline Construction Observation (-9,000).

The total work subtracted from the project budget is **-\$22,000**.

Unforeseen Work

Unforeseen work includes:

- Unanticipated additional costs associated with replacing the primary design engineer (Wenk) with Stantec a larger, less efficient engineering company. This included getting Stantec up to speed, and then preparing a separate pipeline bid package that allowed the water treatment plant contractor (IWS) to conduct the work under a change order.
- Assisting CCG to source PVC pipe as a result of supply chain issues; and
- Hiring a structural engineer (SRMC) to prepare a building design for a frame structure instead of the originally envisioned premanufactured frame building.

We believe the combined effect of these activities was to increase the cost of *Task 3.4– Design Pump Station and Pipeline* by \$30,000, and *Task 3.7 – Project Management Activities* by \$10,000. The total cost of unforeseen work was **\$40,000**.

Additional and Future Work

Additional unforeseen work since our last change order (CA-2) in July, 2020 includes:

Task 3.12 – Preparing a separate pump station bid and Construction Design Support

This includes additional electrical design and design review of the pump station project conducted by MWE subcontractors, Acuity and Stantec (engineers on record). During construction, Stantec and Acuity will need to be available to:

- Answer questions about the specifications;
- Review submittals; and
- Document pump startup and testing.

We estimate the total cost will be approximately \$20,000.

Task 4.11 Pump Procurement and Flow Meter Certifications

CCG requested that we prepare a pump procurement specification for the Town's preferred pump provider (Cogent). The pumps were resized several times which required several reviews. This involved coordinating with Cogent and Timberline Electric to separate the controls portion of the project from the pump station bid. We also arranged for Colorado Water Well to conduct four flow meter certifications totaling \$2,500 that will be paid by MWE and reimbursed by the Town.

The total of additional and future work is **\$35,000**.

Task 5.0 Pump Installation and Start-up Report

There was originally \$25,000 budgeted for the pump installation and startup report that would serve to document project construction and testing. CA-3 would ensure adequate budget to complete the task.

Table 1 shows all additional costs by tasks. Non-highlighted items were in the original scope of work. Green highlighted items were budgeted in CA-No. 1. Orange highlighted tasks were included in CA-No. 2. Pink highlighted items are included in CA-No.3. The total net CA-3 request is **\$53,000 (\$40k + \$35k - \$22k)**. This would increase the engineering budget to **\$767,000**.

Schedule

The contract completion date was March 2022. However, we now expect the project to be completed by December, 2022 which will allow time to prepare the project completion report after construction. We request CA-3 include this extension.

Construction Observation and Management of FAST Projects by CCG

At the request of CCG (email dated 4/11/22) MWE design subcontractors, Acuity and Stantec will need to be available during construction to review submittals and make design corrections, etc. CCG will be responsible for “day-to-day inspection/observation of the FAST pipeline, pump station and pump procurement and installation and take care of processing pay applications and change orders.”

Project Cash Flow

We anticipate the \$53,000 requested will be spent for the tasks described above as shown in the table below.

Month	Activity	Cost \$
April	Costs on Hold and Flow Meter Certification	\$ 15,000
May - October	Design Support and Flow Meter Certification	\$ 15,000
October-December	Pump Startup O&M	\$ 23,000
Total		\$ 53,000

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

Sincerely,

MCGRANE WATER ENGINEERING, LLC.

A handwritten signature in blue ink that reads "Dennis McGrane". The signature is written in a cursive, flowing style.

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

McGrane Water Engineering, LLC

1669 Apple Valley Rd. • Lyons, CO 80540 • Phone: (303) 917-1247

E-Mail: dennis@mcgranewater.com Web: <http://www.mcgranewaterengineering.com>

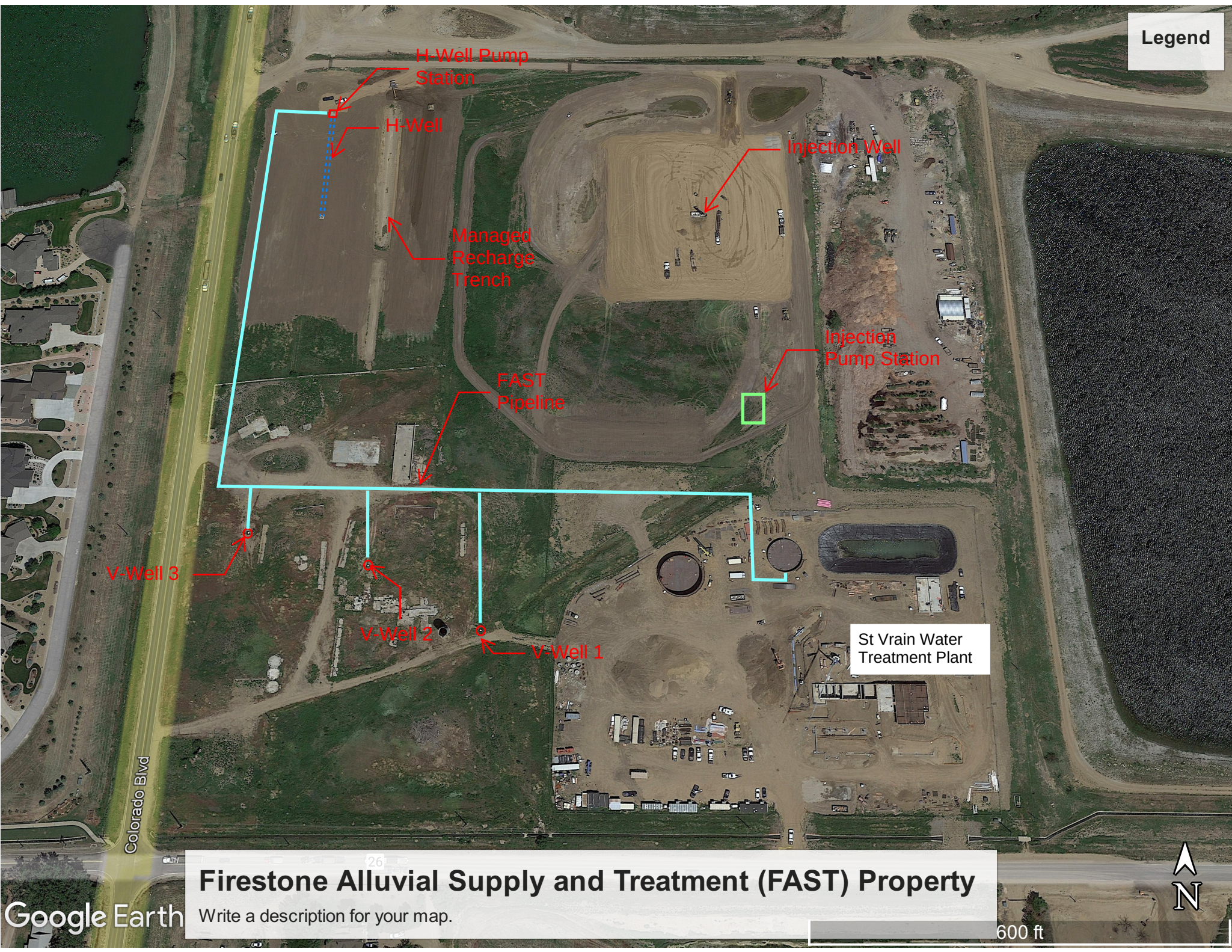
Table 1 - Engineering Budget Summary and CA-3 Request (4/14/2022)					
Task	Task Description	Engineering Team (1)			
		Budgeted	Completed Bugeted Work	Remaining Budgeted Work	Contract Amendment No. 3 Request
1.0 - Planning					
1.1	Preliminary Design (complete)	\$20,000	\$20,000	\$0	-
1.2	Contracting	\$3,000	\$3,000	\$0	-
Task 1 Subtotal		\$23,000	\$23,000	\$0	\$0
2.0 - Research, Modeling and Geotech					
2.1	Research Design Options	\$23,000	\$23,000	\$0	-
2.2	Computer Modeling Scenarios	\$29,000	\$29,000	\$0	-
2.3	Evaluate Dewatering Options	\$12,000	\$12,000	\$0	-
2.4	Geotech Drilling and Surveying	\$77,000	\$77,000	\$0	-
Task 2 Subtotal		\$141,000	\$141,000	\$0	\$0
3.0 - Design					
3.1	Final Horizontal Well Design	\$9,000	\$9,000	\$0	-
3.2	CDPHE System Design Review	\$13,000	\$0	\$0	-\$13,000
3.3	Design Pump Vault	\$59,000	\$59,000	\$0	-
3.4	Design Pump Station and Pipeline	\$29,000	\$29,000	\$0	\$30,000
3.5	Electrical Eng and United Power	\$16,000	\$16,000	\$0	-
3.6	Prepare Contractor Bid Package	\$34,000	\$34,000	\$0	-
3.7	Project Management Activities	\$21,000	\$21,000	\$0	\$10,000
3.8	3 Wells - Design, Bid and Modeling	\$15,000	\$15,000	\$0	-
3.9	3 Pumps - Design and Bid	\$15,000	\$15,000	\$0	-
3.10	Evaluate Modeling Operation Scenarios for H-well Pump Design	\$15,000	\$15,000	\$0	-
3.11	Additional Spec for Pipeline and Pump Station	\$40,000	\$40,000	\$0	-
3.12	Additional Spec for Pump Station and Construction Design Support	\$0	\$0	\$0	\$20,000
Task 3 Subtotal		\$266,000	\$253,000	\$0	\$47,000
4.0 - Construction and Testing					
4.1	Contracting and Mobilization	\$3,000	\$3,000	\$0	-
4.1a	3 Well Engineer Observation and Construction	\$15,000	\$15,000	\$0	-
4.1b	3 Pump Engineer Observation and Construction	\$5,000	\$5,000	\$0	-
4.2	Construction Dewatering	\$20,000	\$20,000	\$0	-
4.3	H-well and Vault Cons. Admin.	\$65,000	\$65,000	\$0	-
4.4	Low Flow Test (Formerly "recovery and recharge test")	\$29,000	\$29,000	\$0	-
4.5	Final Pump Design	\$13,000	\$13,000	\$0	-
4.6	Pipeline Construction	\$9,000	\$0	\$0	-\$9,000
4.6a	Additional Pipeline for Wells to WTP	\$0.00	\$0.00	\$0.00	-
4.6b	3 Well meter pits	\$10,000	\$10,000	\$0	-
4.7	Pump House Construction	\$5,000	\$0	\$5,000	
4.8	Project Management Activities	\$50,000	\$50,000	\$0	-
4.9	High Flow Test	\$15,000	\$15,000	\$0	
4.10	Monitoring and Modeling Baseflow Seasonality	\$20,000	\$20,000	\$0	
4.11	Pump Procurement and Flow Meter Certifications				\$15,000
Task 4 Subtotal		\$259,000	\$245,000	\$5,000	\$6,000
5.0 - Pump Installation and Start-up Report					
5.1	Pump Installation and Startup	\$5,000		\$5,000	-
5.2	Testing Report and O&M Manual	\$20,000		\$20,000	-
Task 5 Subtotal		\$25,000	\$0	\$25,000	
Total		\$714,000	\$662,000	\$30,000	\$53,000
Contract Amendment No. 3:		\$53,000			
Revised Engineeering Budget =		\$767,000			

McGrane Water Engineering, LLC

1669 Apple Valley Rd. • Lyons, CO 80540 • Phone: (303) 917-1247

E-Mail: dennis@mcgranewater.com Web: <http://www.mcgranewaterengineering.com>

Legend



Google Earth

Firestone Alluvial Supply and Treatment (FAST) Property

Write a description for your map.

600 ft



**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.g

Discussion/Action

Meeting Date: May 11, 2022

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 22-64: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING A CONTRACT BETWEEN THE TOWN OF FIRESTONE AND SUN VALLEY ELECTRIC INC FOR THE CONSTRUCTION OF THE FIRESTONE ALLUVIAL SUPPLY TREATMENT HORIZONTAL WELL PUMP STATION

SUMMARY

The final improvement for the FAST Alluvial Well Field is the construction of the FAST Horizontal Well Pump Station. The horizontal well and the wet well were previously constructed under a separate contract. This pump station serves two purposes; 1) pumps alluvial groundwater from the H-Well into the FAST Pipeline for delivery to the St Vrain Water Treatment Plant and 2) is the hub for the alluvial well field SCADA system. This project was publicly advertised on Bidnet Direct, we had around 50 companies pull the bidding documents, and we had 6 contractors attend our Mandatory Pre-Bid, but we received no bids. After receiving no bids, we were approached by one of the subcontractors working on two of our other pump station projects. Sun Valley Electric, Inc. is currently a subcontractor on the Firestone Reservoir No.1 pump stations and on the Deep Injection Well Pump Station project. They had initially looked at this project only as a subcontractor but after studying the plans and specifications, have determined they should have submitted a bid. They have experience with small stations like this, and were also recommended by the water treatment plant construction contractor, who has worked with them before. Sun Valley prepared a bid for us using the advertised bidding documents. The bid has been reviewed by the design team and is a qualifying bid. The bid price was higher than the Engineer's Estimate, but not unreasonable. Included in the packet is the bid tabulation and the Notice of Award along with some exhibits showing the project location and the planned construction.

HISTORY AND PREVIOUS BOARD ACTION

On January 8, 2020, the Board of Trustees approved Resolution 20-05, approving a design and construction engineering services contract with MWE for the development of the FAST Alluvial Well Field.

On September 23, 2020, the Board of Trustees approved Resolution 20-88, awarding a construction contract for the installation of the FAST Horizontal Well.

On March 9, 2022, the Board of Trustees approved a procurement contract for the purchase of the pumps and controls for the FAST H-Well Pump Station.

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached resolution awarding the construction contract for the FAST Pump Station Project to Sun Valley Electric, Inc. and authorize the Mayor to execute the contract on behalf of the Town.

ALTERNATIVES

NA

ATTACHMENTS

1. 22-64 Sun Valley Electric Inc

2. 00510 Notice of Award
3. FAST Property (2022.05.06)
4. Pump Station Exhibit
5. W2020-9531.02 FAST PS BID TAB

FINANCIAL CONSIDERATIONS

The contract is for an amount not to exceed \$420,450.00 and will be paid from the Water Fund.

RESOLUTION NO. 22-64

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE
COLORADO APPROVING A CONTRACT BETWEEN THE TOWN OF FIRESTONE
AND SUN VALLEY ELECTRIC INC FOR THE CONSTRUCTION OF THE
FIRESTONE ALLUVIAL SUPPLY TREATMENT HORIZONTAL WELL PUMP
STATION**

WHEREAS, the Town of Firestone ("Town") is in need of a contractor to construct the Firestone Alluvial Supply Treatment ("FAST") Horizontal Well Pump Station; and

WHEREAS, the Town advertised the project on Bidnet Direct and approximately 50 companies pulled the contract documents and 6 contractors attended the mandatory pre-bid conference however no bids were submitted; and

WHEREAS, afterwards Sun Valley Electric Inc which is currently a sub-contractor on the St Vrain Water Treatment Plant Project's Reservoir No. 1 Pump Station and Deep Injection Well Pump Station submitted a bid for the work and upon review the Projects Design Team deemed Sun Valley Electric Inc qualified to perform the work.

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

The Contract between the Town of Firestone and Sun Valley Electric Inc. for the construction of the FAST Horizontal Well Pump Station 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 Contract on behalf of the Town.

INTRODUCED, READ AND ADOPTED this ___ day of _____, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

SECTION 00510
NOTICE OF AWARD

Date: May 11, 2022

Project: Firestone FAST Pump Station Project	
Owner: Town of Firestone	Owner's Contract No.: W2020-9531.02
Contract: Construction Services	Engineer's Project No.:
Bidder:	Sun Valley Electric, Inc.
Bidder's Address:	5475 East HWY 86, #3 Elizabeth, CO 80107

You are notified that your Bid dated April 22, 2022
for the above Contract has been considered. You are the Successful Bidder and are awarded a
Contract for the Firestone Horizontal Well Project.

The Contract Price of your Contract is \$ 420,450.00 .

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

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

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

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

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

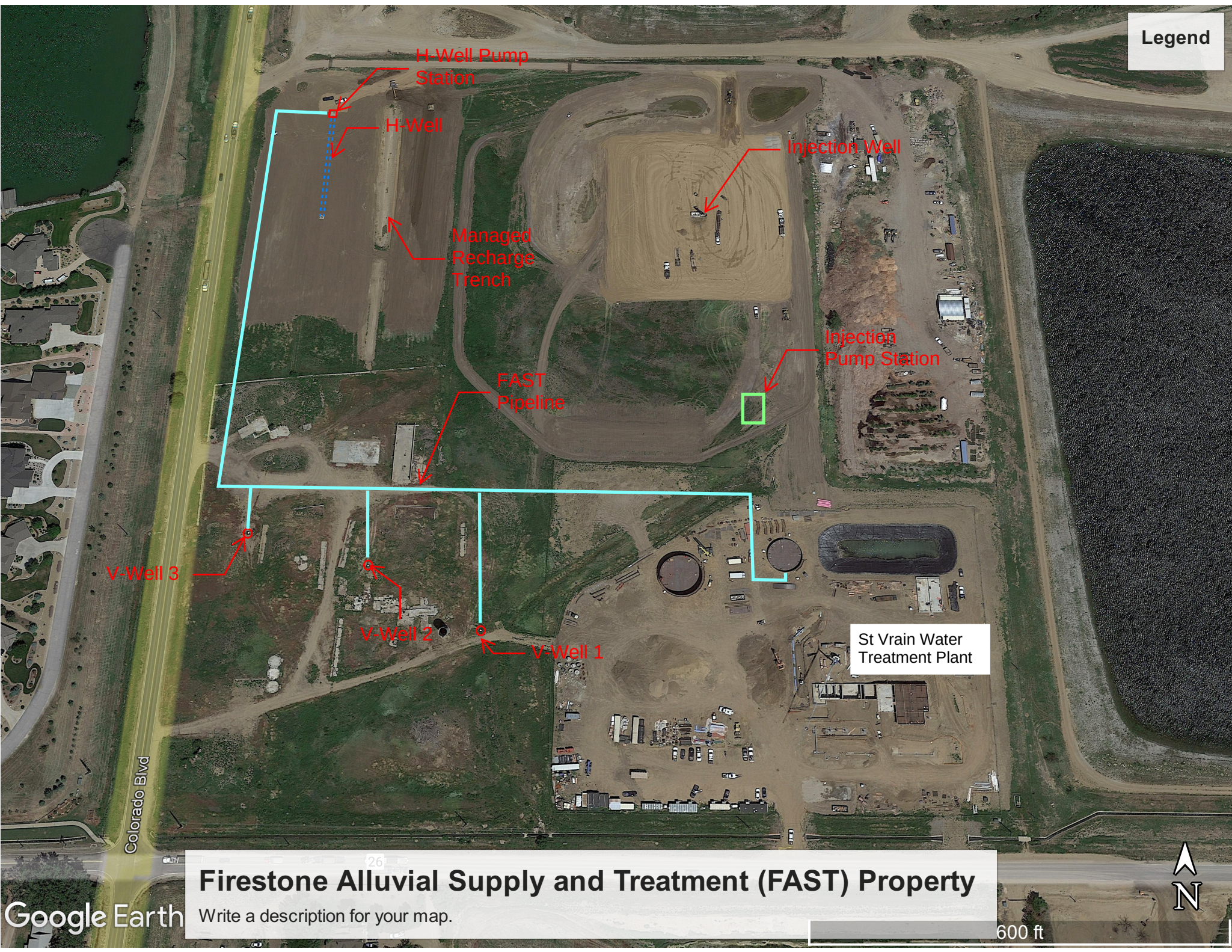
Within ten (10) days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner: Town of Firestone

By: _____
Mayor

Copy to Engineer

Legend



Firestone Alluvial Supply and Treatment (FAST) Property

Write a description for your map.

Google Earth



600 ft



CALL BEFORE YOU DIG
COLORADO 811
 1-800-922-1987

BID TABULATION
FAST H-WELL PUMP STATION CONSTRUCTION
W2020-9531.02

				Sun Valley Electric		Engineer's Estimate	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	PRICE	UNIT PRICE	PRICE
WATER LINE INSTALLATION							
1	Mobilization	LS	1	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00
2	Sedimentation Control	LS	1	\$4,100.00	\$4,100.00	\$1,000.00	\$1,000.00
3	Topsoil Stripping, Stockpiling, and Placement	LS	1	\$7,100.00	\$7,100.00	\$3,000.00	\$3,000.00
4	Compacted Structural Fill (compacted to 95%)	CY	100	\$110.00	\$11,000.00	\$50.00	\$5,000.00
5	Tie-in 8" PVC Discharge Piping	LS	1	\$100,550.00	\$100,550.00	\$2,000.00	\$2,000.00
6	Pump Station Foundation and Floor Slab	LS	1	\$22,400.00	\$22,400.00	\$35,000.00	\$35,000.00
7	Pump Station Building	LS	1	\$72,700.00	\$72,700.00	\$50,000.00	\$50,000.00
8	Pump Station Mechanical and HVAC	LS	1	\$14,300.00	\$14,300.00	\$25,000.00	\$25,000.00
9	Pump Station Electrical and Instrumentation	LS	1	\$64,900.00	\$64,900.00	\$100,000.00	\$100,000.00
10	Coordinate with Town SCADA Integrator	LS	1	\$11,400.00	\$11,400.00	\$5,000.00	\$5,000.00
11	Site Grading and Restoration	LS	1	\$9,300.00	\$9,300.00	\$2,500.00	\$2,500.00
12	Access Road/CL 5 Road Base - 12" depth	LS	1	\$32,000.00	\$32,000.00	\$25,000.00	\$25,000.00
13	Electrical Service	LS	1	\$35,600.00	\$35,600.00	\$45,000.00	\$45,000.00
14	Pump Installation and Start-UP	LS	1	\$20,100.00	\$20,100.00	\$15,000.00	\$15,000.00
	SUBTOTAL				\$420,450.00		\$333,500.00

CONSTRUCTION COST TOTAL

\$420,450.00

\$333,500.00

AVG:

\$420,450.00

% VARIANCE FROM AVERAGE BID:

0.00%

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.h

Discussion/Action

Meeting Date: May 11, 2022

Initiated By: Jessica Koenig

Dept: Board of Trustees

AGENDA TITLE

Resolution 22-65: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN ENGAGEMENT LETTER FOR GEOFF WILSON TO SERVE AS A HEARING OFFICER REGARDING A FAIR CAMPAIGN PRACTICES ACT COMPLAINT

SUMMARY

Resolution 22-65 approves an engagement letter for Geoff Wilson to serve as a hearing officer regarding a fair campaign practices act complaint against FACT.

In accordance with the FCPA and Section 2.14.020 of the Code, complaints are to be filed with the Town Clerk, who is to determine if a violation has occurred and if the Town Clerk determines that a violation has occurred, the respondent is given fourteen days to cure the violation, and if such is not cured, the Town Clerk is to set the matter for a hearing before the Town Clerk.

On March 14, 2022, the Town Clerk received a complaint that Drew Peterson, Agent for the Firestone Action Committee for Transparency (FACT), failed to file FACT as an Issue Committee with the Town Clerk as required by the FCPA. As FACT had not filed with the Town Clerk on March 18, 2022, the Town Clerk notified Mr. Peterson on behalf of FACT of its obligation to file locally as an Issue Committee and that FACT had fourteen days to cure the matter. Mr. Peterson responded to the Town Clerk that FACT did not need to file locally after consultation with his attorney as it was a small-scale issue committee. The Recall Committee complaint was resolved when an attorney for the Committee submitted an Issue Committee filing with the Town Clerk.

Mr. Peterson failed to respond to the Town Clerk's inquiry and, on April 5, 2022, was elected the Town's Mayor. In accordance with C.R.S. § 31-4-304, the Town Clerk is appointed by and may be removed by the Board of Trustees. Therefore, the Town Clerk must remove herself from this issue, and an independent third party will decide the matter.

HISTORY AND PREVIOUS BOARD ACTION

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

In July 2021, the Town of Firestone ("Town") adopted Section 2.14.020 of the Firestone Municipal Code ("Code"), which established a procedure for the enforcement of local violations of Campaign and Political Finance Article XXVIII of the Colorado Constitution and the Fair Campaign Practices Act (C.R.S. § 1-45-101 *et seq.*) ("FCPA").

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

1. 22-65 FCPA Hearing Officer FACT Res
2. Firestone Engagement Agreement 2022

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 22-65

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN ENGAGEMENT LETTER FOR GEOFF WILSON TO SERVE AS A HEARING OFFICER REGARDING A FAIR CAMPAIGN PRACTICES ACT COMPLAINT

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

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

WHEREAS, to handle such complaints, in July 2021, the Town of Firestone ("Town") adopted Section 2.14.020 of the Firestone Municipal Code ("Code"), which established a procedure for the enforcement of local violations of Campaign and Political Finance Article XXVIII of the Colorado Constitution and the Fair Campaign Practices Act (C.R.S. § 1-45-101 *et seq.*) ("FCPA"); and

WHEREAS, in accordance with the FCPA and Section 2.14.020 of the Code, complaints are to be filed with the Town Clerk who is to determine if a violation has occurred; and

WHEREAS, if the Town Clerk determines that a violation has occurred, the respondent is given fourteen days to cure the violation, and if such is not cured the Town Clerk is to set the matter for a hearing before the Town Clerk; and

WHEREAS, on March 14, 2022, the Town Clerk received a complaint that Drew Peterson, Agent for the Firestone Action Committee for Transparency (FACT), failed to file FACT as an Issue Committee with the Town Clerk as required by the FCPA; and

WHEREAS, as FACT had not filed with the Town Clerk on March 18, 2022, the Town Clerk notified Mr. Peterson on behalf of FACT of its obligation to file locally as an Issue Committee and that FACT had fourteen days to cure the matter; and

WHEREAS, Mr. Peterson responded to the Town Clerk that after consultation with his attorney FACT did not need to file locally as it was a small scale issue committee; and

WHEREAS, the Town Clerk having questions regarding Mr. Peterson's response inquired to Mr. Peterson if his counsel was representing him for this matter, for if so any response would have to go to Mr. Peterson's counsel; and

WHEREAS, the representation issue was of concern because at the same time the FACT complaint was filed there was a complaint filed with the Town Clerk that the Committee to Recall Firestone Trustees (Recall Committee) for which Mr. Peterson is President had also failed to file as an Issue Committee with the Town Clerk; and

WHEREAS the Recall Committee complaint was resolved when an attorney for the Committee submitted an Issue Committee filing with the Town Clerk; and

WHEREAS, Mr. Peterson failed to respond to the Town Clerk's inquiry and, on April 5, 2022, was elected the Town's Mayor; and

WHEREAS, in accordance with C.R.S. § 31-4-304, the Town Clerk is appointed by and may be removed by the Board of Trustees; and

WHEREAS, the Town Clerk must therefore remove herself from this issue and the matter be decided by an independent third party; and

WHEREAS, Mr. Geoff Wilson, given his experience as set forth in his Engagement Letter, is amply qualified to serve as hearing officer for the pending matter.

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

The Engagement Letter from Mr. Geoff Wilson to serve as Hearing Officer for Mayor Peterson's pending FACT Fair Campaign Practices Act complaint is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor Pro Tem is authorized to execute the Engagement Letter on behalf of the Town.

INTRODUCED, READ, AND ADOPTED this __ day of _____, 2022.

TOWN OF FIRESTONE, COLORADO

Frank A. Jimenez, Mayor Pro Tem

ATTEST:

APPROVED AS TO FORM:

Jessica Koenig, CMC, Town Clerk

William P. Hayashi, Town Attorney



WILSON WILLIAMS LLP
ATTORNEY ENGAGEMENT AGREEMENT

THIS ATTORNEY ENGAGEMENT AGREEMENT is a contract for legal services effective upon execution between **WILSON WILLIAMS LLP** ("Law Firm") and **TOWN OF FIRESTONE, COLORADO** (the "Client").

FOR AND IN CONSIDERATION of the mutual promises and undertakings herein set forth the parties agree as follows:

1. Legal Services. Law Firm agrees to provide the following legal services:

- Serving as an administrative hearing officer for the Town of Firestone;
- Draft decisions, as needed; and
- Other duties as assigned.

Law Firm will exercise its best efforts on behalf of the Client and furnish the said services faithfully, with due diligence, and in accordance with the Colorado Rules of Professional Conduct. Law Firm is acting as an independent contractor therefore the Client will not be responsible for FICA taxes, health or life insurance, vacation, or other employment benefits.

2. Staffing. Partner Geoff Wilson will be the designated Attorney for this primary engagement, with the assistance from partner Nina P. Williams, as well as associate attorneys, as needed.

3. Fees and Expenses. The Client will compensate Law Firm for professional legal services at the hourly rate of \$350.00 for Geoff Wilson, and \$195.00 for associate attorneys. Paralegal and legal administrative services from within the firm will be billed at \$95.00 per hour. Expenses such as photo copying will be charged at the rates set forth on the attached **Schedule of Costs**. Current rates may be changed upon the express approval of both parties, in advance. Law Firm will issue a detailed, itemized invoice each month, and the Client will pay each invoice within 30 days after receipt.

4. Termination. This Agreement may be terminated by either party upon notice in writing to the other. If Law Firm terminates this Agreement it will do so in such a manner as not to jeopardize the interests of the Client's matters then pending and will give the Client reasonable opportunity to secure other legal counsel.

5. File Retention and Destruction. Law Firm will retain files received from and developed in handling the Client's matter for seven (7) years following the conclusion of the matter. Law Firm will then give the Client the opportunity to receive the files, and if declined, Law Firm will dispose of them in a proper manner.

IN WITNESS WHEREOF the parties have set their hands and seals effective as of the day and year first above written.

EXECUTED on this ____ day of May, 2022, with an effective date of May 10, 2022.

WILSON WILLIAMS LLP

By: 
Geoffrey Wilson, Partner

Date: 5/9/2022

TOWN OF FIRESTONE, COLORADO

By: _____

Name: _____

Date: _____

Schedule of Costs

1. **Long Distance Telephone Charges:** There is no charge for long distance calls.
2. **Copying and Scanning:** Document scanning and copying charges are \$.10 per page for black and white copies, and \$.50 per page for color copies made within the Law Firm. Copying, collating, binding, and scanning performed outside the Law Firm shall be charged at actual cost. The decision to use outside scanning, copying, collating and binding services shall be made on a case-by-case basis as the circumstances require.
3. **Deliveries:** Items delivered by commercial messenger service are billed at the actual rate charged by the service.
4. **Legal Research:** The charge to the Client includes the usage amount billed directly to the Firm from its on-line legal research provider in relation to the Client's case.
5. **Mileage:** Mileage is charged at a rate consistent with the guidelines published by the IRS.
6. **Other Costs:** Other third party costs will be billed to clients at the same rate the Firm is billed for the third party services.

WILSON WILLIAMS LLP
PRIVACY POLICY NOTICE

Attorneys, like other professionals, who advise on certain personal matters, are required by federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by law. Therefore, please understand that your privacy is important to us and we will always protect your right to privacy. Maintaining your trust and confidence is a high priority to this law firm. The purpose of this notice is to comply with the law by explaining our privacy policy with respect to your personal information.

NONPUBLIC PERSONAL INFORMATION WE COLLECT:

In the course of providing our clients with legal services, we collect personal information about our clients that is not available to the public and which is provided to us by our clients or obtained by us with their authorization or consent.

PRIVACY POLICY:

As a client of Wilson Williams LLP, rest assured that all nonpublic personal information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you, or as is permitted or required by law and applicable ethics rules.

CONFIDENTIALITY AND SECURITY:

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. We restrict access to nonpublic, personal information about you to those people in the firm who need to know that information to provide services to you (and their support personnel). In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards as well as federal regulations.

Please call the attorney you work with if you have any questions. Your privacy, our professional ethics, and the ability to provide you with quality service are very important to us.

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.i

Discussion/Action

Meeting Date: May 11, 2022

Initiated By: Raelynn Ferrera

Dept: Administration

AGENDA TITLE

Resolution 22-55: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND TISCHLERBISE TO CONDUCT A DEVELOPMENT IMPACT FEE STUDY

SUMMARY

Staff issued a Request for Qualifications (RFQ) for The Development Impact Fee Study on March 7, 2022.

TischlerBise has calculated over 900 impact fees/excise taxes throughout the United States and Canada, more than any firm in the country.

Colorado clients include the City of Boulder, Town of Castle Rock, City of Louisville, City of Evans, City of Eaton, Town of Erie, City of Johnstown, City of Steamboat Springs, Pitkin County, City of Pueblo, Pueblo County, City of Greeley, City of Colorado Springs, City of Thornton, City of Fort Collins, Larimer County, Montezuma County, and the Town of Vail.

This Agreement will allow Town staff to work with TischlerBise to conduct the Development Impact Fee Study.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of Resolution authorizing execution of said Agreement and authorizing staff to expend funds

ALTERNATIVES

ATTACHMENTS

1. TischlerBise Impact Fee Study Reso
2. Impact Fee Study - Professional Services Contract 4-2022

FINANCIAL CONSIDERATIONS

	Project Team Member:	Job Title:	Hourly Rate	Project Ma nager \$245	Bise \$200	McAweene y Primary Analys t \$200	Griffin Project Analyst \$200	Total Hours Cost
Task 1: Project Initiation / Data Acquisition			8	8		0	16	\$3,560
Task 2: Prepare Land Use Assumptions and Development Projections			4	16		24	44	\$8,980
Task 3: Determine Capital Facility Needs and Service Levels			40	32		8	80	\$17,800
Task 4: Evaluate Different Allocation Methodologies			16	16		4	36	\$7,920
Task 5: Determine Need for "Credits" to be Applied Against Capital Costs			2	8		0	10	\$2,090

Task 6: Conduct Funding and Cash Flow Analysis	2	8	0	10	\$2,090
Task 7: Prepare Impact Fee Report, Public Presentations	24	60	0	84	\$17,880
Task 8: Public Outreach	16	8	0	24	\$5,520
TOTAL	112	156	36	304	\$65,840

RESOLUTION NO. 22-55

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF
FIRESTONE AND TISCHLER BISE FOR PROFESSIONAL SERVICES**

WHEREAS, the Town of Firestone (“Town”) is in need of professional services to prepare a development impact fee study (“Project”); and

WHEREAS, the Town published a request for qualifications for such services for the Project; and

WHEREAS, the Town has evaluated the proposals submitted in response to the request for qualifications, and finds that TischlerBise is the most qualified for the professional services described in the request for qualifications; and

WHEREAS, the Town finds that TischlerBise has the expertise, qualifications, and experience to perform the work and duties required for the Project, and desires to select TischlerBise for the request for qualifications and to enter into an agreement with TischlerBise to provide the Professional Services as described in the scope of services, attached to the Professional Services Agreement as Exhibit A; and

WHEREAS, the Board of Trustees finds and declares that it is in the best interest of the Town to award the request for qualifications to TischlerBise as the most qualified, responsive proposal.

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

The Professional Service Agreement between the Town of Firestone and TischlerBise 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 _____, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2022 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and **TISCHLERBISE**, an independent Consultant with a principal place of business at 4701 Sangamore Road, Suite S240 Bethesda, MD 20816 ("Consultant ") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as: **Impact Fee Study (A2022-9908)**.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Consultant proceeds without such written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Consultant completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay the consultant **\$65,840.00**. This amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

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

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

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

V. OWNERSHIP

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

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

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

VI. INDEPENDENT CONSULTANT

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

VII. INSURANCE

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

1. Worker's Compensation insurance as required by law.

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

3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

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

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

VIII. INDEMNIFICATION

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

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

IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who will perform work under this Agreement and that Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Consultant shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform work under this Agreement, or enter into a contract with a subConsultant that fails to certify to Consultant that the subConsultant shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform work under this Agreement.

C. Verification.

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

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

3. If Consultant obtains actual knowledge that a subConsultant performing work under this Agreement knowingly employs or contracts with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement, Consultant shall: notify the subConsultant and the Town within 3 days that Consultant has actual knowledge that the subConsultant is employing or contracting with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement; and terminate the subcontract with the subConsultant if within 3 days of receiving the notice required pursuant to subsection 3 hereof, the subConsultant does not stop employing or contracting with the worker without authorization who is performing work under this Agreement; except that Consultant shall not terminate the subcontract if during such 3 days the subConsultant provides information to establish that the subConsultant has not knowingly employed or contracted with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement.

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

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

X. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF FIRESTONE, COLORADO

,Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

TISCHLER

By:



DEPARTMENT PROGRAM AFFIDAVIT

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

I, Carson Bise, as a public Consultant under contract with the Town of Firestone (the "Town"), hereby affirm that:

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

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

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

[Signature]

Signature

3/29/22

Date

STATE OF ~~COLORADO~~

Maryland

) ss.

COUNTY OF

Montgomery

The foregoing instrument was subscribed, sworn to (or affirmed) before me this 29th day of March, 2022, by Carson Bise as President of Firestone Bicycles, Inc.

My commission expires:

(SEAL)

[Signature]
Notary Public

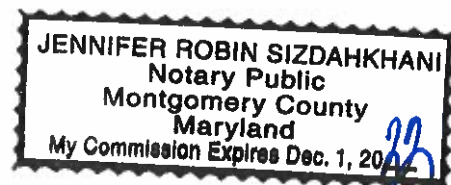


EXHIBIT A
SCOPE OF SERVICES

Consultant's Duties - Per March 25, 2022, Proposal The following tasks at the fixed fee

Task 1: Project Initiation / Data Acquisition	\$3,560
Task 2: Prepare Land Use Assumptions and Development Projections	\$8,980
Task 3: Determine Capital Facility Needs and Service Levels	\$17,800
Task 4: Evaluate Different Allocation Methodologies	\$7,920
Task 5: Determine Need for "Credits" to be Applied Against Capital Costs	\$2,090
Task 6: Conduct Funding and Cash Flow Analysis	\$2,090
Task 7: Prepare Impact Fee Report, Public Presentations	\$17,880
Task 8: Public Outreach	\$5,520
TOTAL	\$65,840



Scope of Work

The following scope of work provides detailed steps to ensure this project is completed successfully and meets the legal requirements for impact fees, based the State's enabling legislation (CRS 29-20-104.5) requirements for impact fees, as well as national case law.

TASK 1: PROJECT INITIATION / DATA ACQUISITION

During this task, we will meet with Town staff to establish lines of communication, review and discuss project goals and expectations related to the project, request data and documentation related to new proposed development, and discuss staff's role in the project. The objectives of this initial discussion are outlined below:

- Obtain and review recent permit data and other land use information for the Town of Firestone
- Review and refine work plan and schedule
- Assess additional information needs and required staff support
- Identify and collect data and documents relevant to the analysis
- Identify any relevant policy issues

Review of Current Fee Structure. As part of Task 1 activities, TischlerBise will review relevant budgets, fiscal information, planning documents, past studies and other material so that meaningful discussions can be held with Town staff. TischlerBise will then meet with appropriate staff to discuss the Town's current impact fee structure, including level of service assumptions, future capital facility needs, geographic sub-areas, existing and future funding arrangements and other items relevant to meeting requirements for impact fees. Included in this review will be an examination of whether other impact fee categories are feasible. This Task will conclude with a Technical Memorandum discussing our review and initial thoughts on best practices for the Town's existing impact fees, as well as summarizes our recommendations for additional impact fee categories (if applicable). If additional impact fees are recommended, a scope of work, timeline and costs will be provided.

Meetings:

One (1) on-site visit to meet with Town staff as appropriate.

Deliverables:

Data request memorandum (prepared in advance of meeting). Technical Memorandum on Current and Recommended Impact Fees.

TASK 2: PREPARE LAND USE ASSUMPTIONS AND DEVELOPMENT PROJECTIONS

The purpose of this task is to review and understand the current demographics of the Town and determine future development for the Town in terms of new population, housing units, employment, and nonresidential building area over the next 10-20 years. TischlerBise will prepare a plan that includes projections of changes in land uses, densities, intensities, and population. A map of the area(s) to which the land use assumptions apply will also be included in this task.

Meetings:

Discussions with the Planning and Development Department and other relevant staff held as part of Task 1, as well as conference calls as needed.



Deliverables:

TischlerBise will prepare a draft Technical Memorandum discussing the recommended land use factors and projections. After review and sign-off by the Town, a final memorandum will be issued, which will become part of the final Impact Fee Report.

TASK 3: DETERMINE CAPITAL FACILITY NEEDS AND SERVICE LEVELS

This Task as well as Tasks 4-6 may vary somewhat depending on the methodology applied to a particular impact fee category. The impact fee study for each facility type would be presented in separate chapters in the Impact Fee Report.

Identify Facilities/Costs Eligible for Impact Fee Funding. As an essential part of the nexus analysis, TischlerBise will evaluate the impact of development on the need for additional facilities, by type, and identify costs eligible for impact fee funding. Elements of the analysis include:

- Review facility plans, fixed asset inventories, and other documents establishing the relationship between development and facility needs by type.
- Identify planned facilities, vehicles, equipment, and other capital components eligible for impact fee funding.
- Prepare forecast of relevant capital facility needs.
- Adjust costs as needed to reflect other funding sources.

As part of calculating the fee, the Town may include the construction contract price; the cost of acquiring land, improvements, materials, and fixtures; the cost for planning, surveying, and engineering fees for services provided for and directly related to the construction system improvement; and debt service charges, if the Town might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the cost of system improvements. All these components will be considered in developing an equitable allocation of costs.

Identify Appropriate Level of Service (LOS) Standards. We will review needs analyses and LOS for each facility type. Activities related to this Task include:

- Apply defined service standards to data on future development to identify the impacts of development on facility and other capital needs. This will include discussions with staff of the existing versus adopted LOS, as appropriate.
- Ascertain and evaluate the actual demand factors (measures of impact) that generate the need for each type of facility to be addressed in the study.
- Identify actual existing service levels for each facility type. This is typically expressed in the number of demand units served.
- Define service standards to be used in the impact fee analysis.
- Determine appropriate geographic service areas (if necessary) for each fee category.

Meetings:

Two (2) meetings with Town staff to discuss capital facility needs and levels of service.

Deliverables:

Memoranda as appropriate. Results integrated into Draft/Final Impact Fee Report.



TASK 4: EVALUATE DIFFERENT ALLOCATION METHODOLOGIES

The purpose of this Task is to determine the methodology most appropriate for each impact fee category. As noted previously, the three basic methodologies that can be applied in the calculation of impact fees are the plan-based, incremental expansion, and cost-recovery approaches. Selection of the particular methodology for each component of the impact fee category will depend on which is most beneficial for the Town. In some cases, we will prepare the impact fees for a particular infrastructure category using several methodologies and will discuss the trade-offs with the Town. This allows the utilization of a combination of methodologies within one fee category. For instance, a plan-based approach may be appropriate for a new building while an incremental approach may be appropriate for support vehicles and equipment. By testing all possible methodologies, the Town is assured that the maximum supportable impact fee will be developed. Policy discussions will then be held at the staff level regarding the trade-offs associated with each allocation method prior to proceeding to the next Task as well as trade-offs regarding implementation as impact fees.

Meetings:

One (1) meeting with Town Council to discuss issues related to allocation methodologies and relevant policy issues.

Deliverables:

“Storyboard” presentation on fee options.

TASK 5: DETERMINE NEED FOR “CREDITS” TO BE APPLIED AGAINST CAPITAL COSTS

A consideration of “credits” is integral to the development of a legally valid impact fee methodology. There are two types of “credits” that are included in the calculation of impact fees, each with specific, distinct characteristics. The first is a credit due to possible double payment situations. This could occur when a property owner will make future contributions toward the capital costs of a public facility covered by an impact fee. The second is a credit toward the payment of an impact fee for the required dedication of public sites and improvements provided by the developer and for which the impact fee is imposed. Both types of credits will be considered and addressed in the impact fee study.

Deliverables:

Memoranda as appropriate. See Task 7.

TASK 6: CONDUCT FUNDING AND CASH FLOW ANALYSIS

In order to prepare a meaningful capital funding strategy, it is important to not only understand the gross revenues, but also the capital facility costs and any deficits. In this case, some consideration should be given to anticipated funding sources. This calculation will allow the Town to better understand the various revenue sources possible and the amount that would be needed if the impact fees were discounted.

The initial cash flow analysis will indicate whether additional funds might be needed or if the funding strategy might need to be changed to have new growth pay its fair share of new capital facilities. This could also affect the total credits calculated in the previous Task. Therefore, it is likely that a number of iterations will be conducted in order to refine the cash flow analysis reflecting the capital improvement needs.

Deliverables:

See Task 7.



TASK 7: PREPARE DRAFT AND FINAL IMPACT FEE REPORT, PUBLIC PRESENTATIONS

TischlerBise will prepare a draft report for the Town's review. The report will summarize the need for all relevant categories of impact fees in Firestone and the relevant methodologies employed in the calculation. It will also document all assumptions and cost factors. The report will include at a minimum the following information:

- Executive summary
- A detailed description of the methodologies used during the study
- A detailed description of all LOS standards and cost factors used and accompanying rationale
- A detailed schedule of all proposed fees listed by land use type and activity
- Other information which adequately explains and justifies the resulting recommended fee schedule
- Cash flow analysis
- Implementation and administration procedures (including recommended escalation procedures)

Following the Town's review of the draft report, we will make mutually agreed upon changes to the impact fee report and issues a final version.

TischlerBise's report(s) will have flow diagrams clearly indicating the methodology and approach, a series of tables for each fee category showing all of the data assumptions and figures, and a narrative explaining all of the data assumptions, sources and the methodologies. The report will be a stand-alone document clearly understood by all interested parties. Because of the firm's extensive experience in calculating impact fees and preparing such reports, we have developed a very succinct written product that leaves a well-understood paper trail.

Analysis of Peer Community Fee Structures. In this Task, TischlerBise will prepare a comparative analysis of peer communities' impact fee structures. The analysis will compare how the proposed impact fee structure for the Town of Firestone compares to other peer communities, including noting any differences in fee schedules and methodologies.

Potential Impact on Housing Affordability. As part of the Impact Fee Report, TischlerBise will estimate the effect of imposing the proposed impact fees on the affordability of housing in the Town. The analysis will examine the current household income and housing expenses that burden an average household in the Town. Next, the proposed impact fees will be included in the cost burden analysis to identify the effect the proposed impact fees will have on affordable housing in the Town.

Meetings:

Two (2) meetings/ presentations to present the Impact Fee Study with the Town Council and/or other bodies.

Deliverables:

Draft and Final Impact Fee Study.

TASK 8: PUBLIC OUTREACH

Meetings with various stakeholder groups will allow interested parties, designated by the Town, to understand assumptions and raise any questions about the technical data and approach being used in the fee update. The intent is for these discussions to be an opportunity for interested parties to understand the soundness and reasonableness of the technical methodologies, and to a certain extent, the political and/or philosophical use of fees. We recommend a minimum of two meetings—one toward the beginning of the



process, where we discuss, process, development projections, and preliminary methodological directions, and one to discuss the draft work product.

Meetings:

Two (2) meetings with stakeholders; these are typically timed with trips for meetings with staff and Steering Committee.

Deliverables:

Presentation materials for meetings.

Section E: Schedule

Project Schedule

The table below indicates our proposed schedule for this assignment, assuming an early May start date.

IMPACT FEE PROJECT SCHEDULE FOR FIRESTONE, COLORADO			
Tasks	Anticipated Dates	Meetings*	Meetings/Deliverables
Task 1: Project Initiation / Data Acquisition	May, 2022	1	Data Request Memorandum. Technical Memorandum on Current and Recommended Impact Fees
Task 2: Prepare Land Use Assumptions and Development Projections	May - June, 2022	1	Technical Memorandum Outlining Recommended Land Use Assumptions
Task 3: Determine Capital Facility Needs and Service Levels	May - August, 2022	2	Memoranda as Appropriate
Task 4: Evaluate Different Allocation Methodologies	August, 2022	1	"Storyboard" Presentation on Fee Options
Task 5: Determine Need for "Credits" to be Applied Against Capital Costs	August, 2022	0	See Task 7
Task 6: Conduct Funding and Cash Flow Analysis	August, 2022	0	See Task 7
Task 7: Prepare Impact Fee Report, Public Presentations	August - October, 2022	2	Draft and Final Impact Fee Reports
Task 8: Public Outreach	July - September, 2022	2	Presentation Materials as Appropriate

*In some cases it is assumed meetings are held with multiple departments over one (1) trip. For example, Stakeholder meetings can be held on project visits.

Internal Communications

An essential component of these efforts is frequent, ongoing, and meaningful communication between the consultant team and staff. TischlerBise is known for its hands-on approach, with face-to-face meetings, frequent conference calls, and ongoing email communications as an integral part of our work scope. The specific strategy is to use the Work Scope and Schedule to manage the project. It is recommended that the Town identify a staff Project Manager who serves as a point person between the consultant team and the Town. It is also recommended that a staff working group/technical committee be identified to provide feedback throughout the study process. This enables effective and efficient processes as well as keeps relevant staff apprised of the study's progress and content. TischlerBise also recommends periodic briefings with Town Administration.

Accessibility

TischlerBise will attend pre-scheduled meetings with Town staff in person deploying staff from our main office in Maryland, as well as our Boise office. TischlerBise staff regularly travel to our national client base without incident and occasionally will utilize regional trips to add additional unscheduled trips to clients. TischlerBise's regular and repeat work in Colorado affirms our flexibility and ability to accommodate schedules. Our Project Team will be available via email and phone throughout the study, and our accessibility and availability will continue throughout the term of the Agreement. We encourage you to consult our references regarding our superior accessibility and availability.



Project Management Approach

TischlerBise utilizes a project management process which ensures our projects are completed on time and within budget, and, most importantly, they yield results that match our clients' expectations. Our project management plan employs the following principles to mitigate potential risk and result in successful projects:

- **Risk: Lack of Understanding of Project Goals, Objectives, and Desired Outcomes**
 - **Mitigation: We begin by defining the project to be completed.** Based on discussions that occur as part of our Project Initiation task, Carson Bise, along with Mr. McAweeney will identify the final project goals and objectives in collaboration with Town staff, list potential challenges to the process, and develop a plan to ensure successful outcomes and effective communication.
- **Risk: Schedule Delays**
 - **Mitigation: We will plan the project schedule from the outset.** As part of the Project Initiation task, Mr. Bise will work with Town staff to create an agreed-upon timetable to meet the project schedule. Prior to beginning the project, Mr. Bise will assign roles that will ensure that the project schedule is met on time and within budget.
- **Risk: Technical Complications**
 - **Mitigation: We will actively manage the project process.** Mr. Bise and Mr. McAweeney have a long history of strong project management skills that are supported by past project successes (we encourage you to contact our references in this regard). Mr. Bise will manage the work in progress, provide guidance and oversight to staff, and be accountable to the Town meeting the schedule, budget, and technical requirements of the project.
- **Risk: Quality Control**
 - **Mitigation: We will review all project deliverables and communication through a formal quality assurance process** that requires review at the peer level, project manager level, and executive officer level. Prior to the delivery of work product to the Town, deliverables will go through a structured quality assurance process involving up to three levels of review and utilizing a checklist tool. The first level involves a peer-to-peer review of work products and computer models. Next, Mr. Bise, assisted by Mr. McAweeney will be responsible for a second set of reviews comparing the work product to the completed quality checklist form.
- **Risk: Cost Overruns**
 - **Mitigation: The studies will be conducted under a fixed fee arrangement.** We typically do not utilize change orders in our work efforts. The potential for a change in budget could occur if the goals, objectives, and expectations as agreed upon in the scope and project management processes shift significantly. The use of the above proactive project management elements is structured to avoid budgetary issues.

TischlerBise

FISCAL | ECONOMIC | PLANNING

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Hours/Units/Types Summary

PC	Title	Hours	Net Type	Amount	Info Type	Amount
1-00	Regular Pay	9,038.00	Direct Deposit Net	433,006.43	Informational	0.00
1-06	PD Shift Supervisor	8.00	Net	1,913.00	Fringe Benefits	10.36
2-00	Overtime Pay	332.25	3rd Party Pay Net	0.00		
3-00	Paid Time Off & EIB	1,175.56				
5-00	Call Outs	14.00				
5-03	Standby	52.00				
7-00	HolidayTO, Holiday Wrk	789.00				
8-10	PD Grant/Contracts	0.00				
8-00	Miscellaneous Pay	211.00				
8-25	Reserve Active Duty	0.00				
8-26	PHE - Public Health Emerg	85.00				
8-27	Leave of Absence wo Pay	90.00				
8-28	PD POPS Programs	17.50				
9-01	Comp Time Earned	16.00				
9-02	Comp Time Used	25.50				
Grand Totals:		<u>11,853.81</u>		<u>434,919.43</u>		<u>10.36</u>

Pay Code Totals - Employee

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
1-01	Regular Pay	543,939.02	8-16	Employee Bonus	0.00	61-02	HSA7300	-7,887.84
1-03	Mayor/Trustee	2,150.00	8-20	Retro Pay (non-FPPA)	7.35	61-10	FSA- Dependent Care	-1,666.64
1-04	Temporary	2,520.00	8-25	Reserve Active Duty	0.00	61-11	FSA- Limited Purpose	-441.66
1-06	PD Shift Supervisor	538.86	8-26	PHE - Public Health Emergenc	1,152.85	61-12	FSA - Medical	-2,119.94
2-00	Overtime	14,911.31	8-28	PD POPS Programs	1,109.39	62-00	Dental Insurance	-948.00
3-01	PTO	27,735.95	9-02	Comp Time	561.17	63-00	Vision	-319.00
3-05	PTO Payout	2,846.11	19-00	3rd Party Pay	0.00	64-97	Critical Illness Insurance	-679.70
3-10	Contract PTO	0.00	21-01	Stipend	0.00	64-98	Vol/ADD, Sps,Chld LIFE	-1,898.40
4-00	EIB	0.00	21-02	Cell Phone Stipend	275.00	64-99	Accident Insurance	-820.54
5-01	Call Outs	262.08	30-04	Life Ins > 50k	10.36	70-01	Misc Deduction	0.00
5-02	PD Call Outs	171.28	50-01	FPPA 457	-2,162.12	70-02	Child Support	-837.50
5-03	Standby	1,283.78	50-02	FPPA PD Pension	-24,631.21	70-03	Garnishment	-811.96
7-01	Holiday Time Off	12,668.76	50-03	FPPA ROTH	-400.00	70-04	Equipment	-163.10
7-02	Holiday Work SW	6,758.52	51-01	PERA	-34,321.42	70-05	ICMA Loan Payment	0.00
7-03	Holiday Work NSW	3,335.03	51-02	PERA+457	-573.12	74-00	Soc Sec	-840.23
8-01	Misc Pay	0.00	51-03	PERA Life	-62.00	75-00	Medicare	-8,634.53
8-02	Retro Pay	1,558.27	51-05	PERA 401k	-640.76	76-00	FWT	-60,315.69
8-04	Bereavement	1,250.50	51-07	PERA 457 Roth	-893.93	77-00	SWT	-20,751.00
8-06	Snow Day	0.00	52-01	ICMA 401a	-250.00	79-00	3rd Party Medicare	0.00
8-08	Pd Admin Leave	0.00	52-02	ICMA 457b-Pre	-824.70	85-00	Net Pay - check	1,913.00
8-10	PD Grant	0.00	52-04	ICMA 457b-Post	-323.08	86-00	Dir Deposit	433,006.43
8-12	Jury Duty	0.00	60-00	Health Insurance	-18,929.07	89-00	3rd Party Net	0.00
8-13	Military Leave	4,992.00	61-01	HSA3650	-1,960.66			

Pay Code Totals - Employer

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
50-02	FPPA - Polic	18,473.43	61-02	HSA7300	5,700.00	75-00	Medicare	8,634.53
51-01	PERA	57,458.04	62-00	Dental Insurance	6,039.91	91-00	Long Term Disability	2,137.11
51-04	PERA AED/SAED	522.98	63-00	Vision Insurance	899.52	92-00	Short Term Disability	2,097.83
52-01	ICMA 401a	1,600.00	64-97	Critical Illness Insurance	9.80	93-00	Police Pension	6,568.36
52-02	ICMA 457b	1,696.16	64-98	Vol/ADD, Sps,Chld LIFE	15.90	94-00	Basic Life & AD&D	1,523.86
60-00	Health Insurance	87,247.06	64-99	Accident Insurance	12.39	95-01	Employee Asst Plan	612.88
61-01	HSA3650	2,800.00	74-00	Social Security	840.23	98-00	State Unemployment	1,255.19

Name	Total Paid
Total 4 RIVERS EQUIPMENT, LLC:	1,625.46
Total ACCESS/ADAMS DATA MANAGEMENT, LLC:	162.55
Total ACE HARDWARE OF FIRESTONE:	84.84
Total ADAMSON POLICE PRODUCTS:	737.60
Total AIRGAS INC:	702.17
Total ALAN PLUMMER AND ASSOCIATES, INC:	52,070.10
Total ALERUS (FEE FUND):	345.65
Total ALERUS (WKLY CARD FUND):	2,506.23
Total ALERUS (COBRA):	167.00
Total AMAZON:	4,134.75
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total ANDERSON CONSULTING ENGINEERS, INC:	21,728.00
Total ANYTIME FITNESS:	482.50
Total APEX SHREDDING, INC.:	90.00
Total AUDIO VISUAL INNOVATIONS INC:	16,894.27
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total AUTO TRUCK GROUP:	743.85
Total B K TIRE, INC:	3,542.42
Total BAREFOOT RESIDENTIAL LLC:	212.76
Total BEACON COMMUNICATIONS LLC:	37,244.18
Total BENEFIT TECHNOLOGY RESOURCES, LLC:	223.00
Total BINFORD SUPPLY LLC:	1,122.42
Total Black Hills Energy:	10,568.11
Total BLUESCOPE CONSTRUCTION INC:	9,691.90
Total BOBCAT OF THE ROCKIES:	8,059.00
Total BOHANNAN HUSTON INC:	10,706.01
Total BUDGET CONFERENCING:	119.79
Total C & W TRUCK AND TRAILER, LLC:	3,676.03
Total CENTRAL WELD COUNTY WATER DISTRICT:	26.27
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	48,434.34
Total CENTURY LINK:	795.07
Total CERTIFIED LABORATORIES:	1,341.80
Total CESARE, INC:	3,943.25
Total CHASE PAYMENTNET:	71,297.77
Total CHASE'N'SMOKE BBQ LLC:	210.00
Total CHURCHICH RECREATION, LLC:	1,768.93
Total CIGNA HEALTH & LIFE INSURANCE CO:	101,112.87
Total CINTAS FIRST AID & SAFETY:	451.37
Total CIRSA:	4,554.00

Name	Total Paid
Total CITRIX SYSTEMS INC:	826.20
Total COLORADO CIVIL GROUP INC.:	43,054.00
Total Colorado Communications & Utility Allian:	1,100.00
Total COLORADO GEOLOGICAL SURVEY:	412.83
Total COLORADO MATERIALS, INC:	870.40
Total COMCAST-PHILADELPHIA:	22,690.14
Total DAIGLE LAW GROUP LLC:	595.00
Total DANA KEPNER COMPANY INC.:	14,223.88
Total DELTA DENTAL OF COLORADO, INC:	6,336.54
Total DENVER REGIONAL COUNCIL OF GOVERNMENTS:	1,900.00
Total DESIGN CONCEPTS CLA, INC:	508.80
Total ELECTION SYSTEMS & SOFTWARE:	954.74
Total ELEVATED CLOUD SERVICES LLC:	19,960.75
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	80.00
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	27,283.95
Total ENVIROTECH SERVICES INC.:	3,092.35
Total E-Z EXCAVATING INC:	340,614.03
Total FASTENAL COMPANY:	154.66
Total FIDELITY NATIONAL TITLE - S DENVER:	43.77
Total FIDELITY NATIONAL TITLE-LONGMONT:	5.04
Total FIRST AMERICAN TITLE CO:	115.55
Total FIRST AMERICAN TITLE INSURANCE COMPANY-E:	7.45
Total FIRST INTEGRITY TITLE COMPANY:	27.73
Total FORTRESS DEVELOPMENT SOLUTIONS:	175,886.61
Total FRANCE PUBLICATIONS, INC:	1,700.00
Total FRANSEN PITTMAN GENERAL CONTRACTORS:	27,576.00
Total FRED DIEHL CONSULTING:	2,200.00
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	428.00
Total FRONTIER BUSINESS PRODUCTS:	353.78
Total FUZION FIELD SERVICES LLC:	1,913.99
Total G & G EQUIPMENT INC:	22,125.42
Total GLOBAL EQUIPMENT COMPANY, INC:	6,638.00
Total GODDING DITCH COMPANY:	1,280.00
Total GRAINGER:	2,064.23
Total GRAVES CONSULTING LLC:	8,125.49
Total GREEN GIRL RECYCLING SERVICES:	175.00
Total GROUND ENGINEERING CONSULTANTS, INC:	792.75
Total HARRELL'S INC:	10,681.00
Total HAYASHI & MACSALKA, LLC:	13,301.50

Name	Total Paid
Total HAZ-MAT RESPONSE, INC:	21,681.35
Total HIGHLANDS RANCH LAW ENFORCEMENT TRAINING:	2,800.00
Total HIXXA COMMUNICATIONS INC:	1,454.00
Total HOME BUILDERS ASSOC OF NORTHERN COLORADO:	650.00
Total HYDRANT METER REFUNDS:	891.35
Total INTEGRATED WATER SERVICES, INC:	1,404,711.93
Total INTERSTATE BATTERY OF THE ROCKIES:	677.75
Total INTERSTATE FORD:	21.99
Total JOHNSON AUTO PLAZA:	62.36
Total JONES, STEPHEN:	1,100.00
Total KATHLEEN A. OATIS:	1,250.00
Total KB HOME COLORADO INC:	132.94
Total KG CLEAN INC:	4,654.78
Total KIMBALL MIDWEST:	7,020.48
Total KINSCO, LLC:	108.00
Total KISSINGER & FELLMAN P.C.:	30.50
Total L.A.W.S.:	50.00
Total LAND TITLE-DENVER-2:	26.25
Total LAST CHANCE DITCH COMPANY:	1,639.50
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	13,764.50
Total LAYNE CHRISTENSEN COMPANY:	51,305.00
Total LENNAR COLORADO:	168.86
Total LIFE SAFETY TECHNOLOGIES LLC:	110.00
Total LITTLE THOMPSON WATER DISTRICT:	145.50
Total LONGMONT HUMANE SOCIETY:	1,225.00
Total MAC EQUIPMENT INC LONGMONT:	3,763.40
Total MAIN STREET MAT COMPANY, INC:	392.86
Total MCCANDLESS TRUCK CENTER, LLC:	232,957.55
Total MCCI, LLC:	2,606.72
Total MCDONALD FARMS ENTERPRISES INC:	3,507.50
Total MCGEE COMPANY:	101.43
Total MCGRANE WATER ENGINEERING, LLC:	46,403.00
Total MCI:	53.57
Total MELODY HOMES INC:	27.36
Total MILE HIGH SHOOTING ACCESSORIES LLC:	3,613.72
Total MISC VENDOR:	26,215.76
Total MOORE IACOFANO GOLTSMAN, INC:	18,078.50
Total MOUNTAIN STATES LIGHTING, LLC:	2,783.75
Total MTECH MECHANICAL TECHNOLOGIES GROUP:	1,994.75

Name	Total Paid
Total MUNICIPAL CODE CORPORATION:	1,663.66
Total MUTUAL OF OMAHA INSURANCE CO:	1,420.15
Total NCSI:	114.00
Total NEW CONSOLIDATED LOWER BOULDER RESERVOIR:	2,552.81
Total NEW IPT INC:	14,012.49
Total NORTHERN COLORADO CRIME STOPPERS:	400.00
Total NORTHERN COLORADO WATER CONSERVANCY DIST:	33,142.95
Total OFFICE DEPOT INC:	1,303.15
Total O'REILLY AUTO PARTS:	369.31
Total PINNACOL ASSURANCE:	67.92
Total PITNEY BOWES PURCHASE POWER:	1,005.00
Total POWER SERVICE INC:	1,335,648.89
Total PROFIRST TRAINING & CONSULTING:	495.00
Total PUREWATER DYNAMICS, INC:	904.63
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	190.00
Total RED WING SHOE STORE:	220.99
Total RESTITUTION / COURT REFUNDS:	1,340.00
Total RHINEHART OIL CO, INC:	445.01
Total RICHELLE CONSTRUCTION INC:	92,199.40
Total RICHMOND AMERICAN HOMES:	87.93
Total RIPTIDE CAR & PET WASH:	586.25
Total ROCKY MOUNTAIN POLICE CHAPLAINS:	400.00
Total RURAL DITCH COMPANY:	4,965.32
Total SAFE BUILT COLORADO INC:	45,774.04
Total SAFETY AND CONSTRUCTION SUPPLY INC:	265.47
Total SHERWIN WILLIAMS CO.:	75.12
Total SIGMA WELLNESS LLC:	4,600.00
Total SNAP ON INDUSTRIAL:	5,889.54
Total ST VRAIN SANITATION DISTRICT:	46,880.00
Total STANLEY M SLOWIK, INC:	610.35
Total STANTEC CONSULTING SERVICES INC:	48,649.25
Total STEVE BALCEROVICH:	1,250.00
Total STEWART TITLE (PKR):	55.70
Total SYMBOL ARTS:	135.00
Total TEST GAUGE INC - CO:	.00
Total THE VERDIN COMPANY:	28.09
Total THOMSON REUTERS-WEST:	227.90
Total TIMBER LINE ELECTRIC & CONTROL CORP:	13,601.75
Total TIMBERLAN, INC:	2,879.75

Name	Total Paid
Total TLTC DISTRIBUTING LLC:	381.55
Total TRANSWEST TRUCK TRAILER RV:	19.98
Total TRIGGER TIME GUN CLUB, LLC:	200.00
Total TRI-STATE FIREWORKS, INC:	22,500.00
Total UC HEALTH, INC:	999.47
Total UME CUSTOM EMBROIDERY:	884.82
Total UNIVERSITY AUTO PARTS, INC:	1,139.71
Total UTILITY NOTIFICATION CENTER OF COLORADO:	457.60
Total UTILITY REFUNDS -1:	200.00
Total VALLI INFORMATION SYSTEMS:	5,853.31
Total VIA MOBILITY SERVICES:	5,040.00
Total VISION SERVICE PLAN - VSP:	1,173.20
Total WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ:	1,755.80
Total WAGNER WELDING SUPPLY CO.:	7.84
Total WELD COUNTY CHIEFS OF POLICE ASSOCIATION:	75.00
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	1,788.00
Total WELD COUNTY DMV - WCCR - DMV:	.00
Total WESTERN PAPER DISTRIBUTORS:	679.80
Total WEX BANK:	17,082.43
Total WFG NATIONAL TITLE (DENVER):	41.44
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	1,309.86
Total WICKHAM TRACTOR CO, Inc:	3,923.95
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	120.50
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	2,254.74
Grand Totals:	4,773,603.57

Name	Total Paid
MISC VENDOR	
Total COAL RIDGE LAND COMPANY LLC:	10,414.76
Total THE IDEAL COMPANY INC:	9,089.60
Total WMG DEVELOPMENT:	6,711.40
Grand Totals:	26,215.76



TOWN OF FIRESTONE QUARTERLY FINANCIAL UPDATE

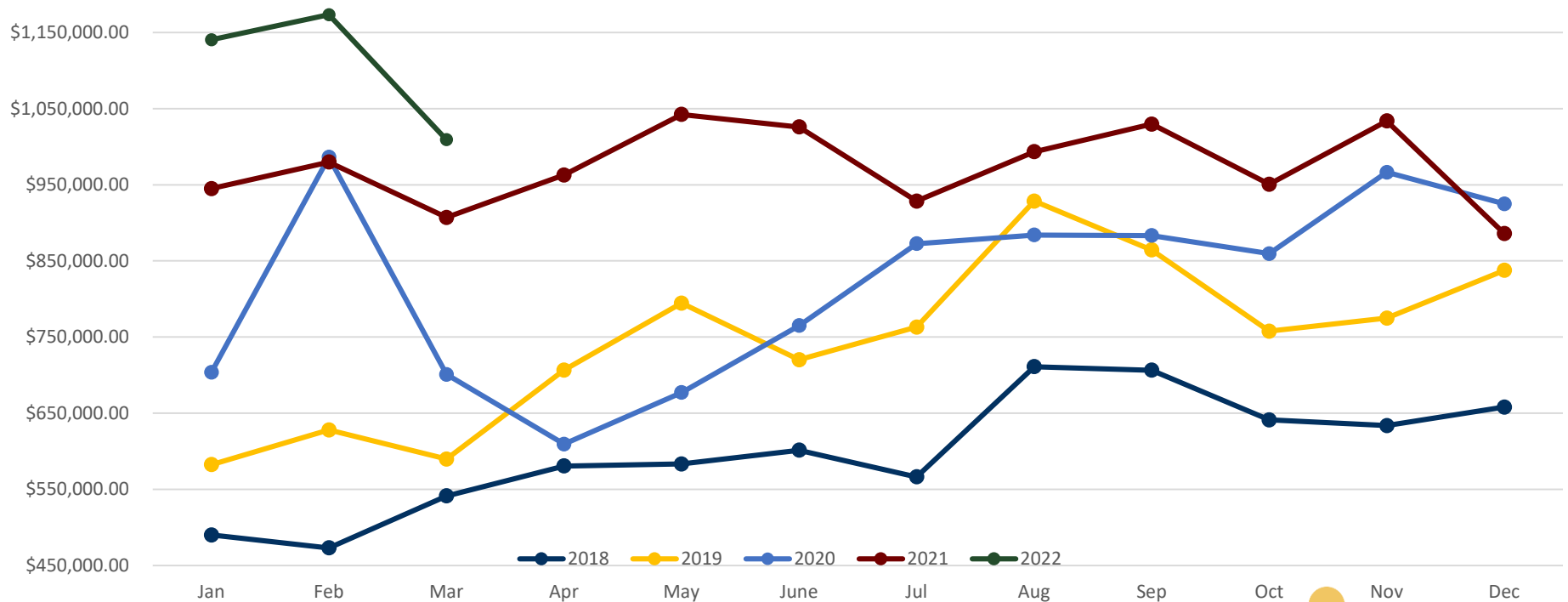
March 31, 2022

Jessica Clanton, Director of Finance



SALES & USE TAX

- Year to date collections \$3,243,024
- Increase of \$411,190 or 14.5% when compared to the prior year



GENERAL FUND REVENUE

	2022 Adopted Budget	Actual as of March 31, 2022	Over/(Under) Projected	Collection Rate	Prior Year Actual as of March 31, 2021	Over/(Under) Prior Year	Percent Difference
REVENUES							
Taxes							
Property Taxes	\$ 1,605,330	\$ 536,566	\$ (1,068,764)	33.42%	\$ 475,225	\$ 61,341	12.91%
Sales Taxes	7,430,927	790,898	(6,640,029)	10.64%	665,329	125,569	18.87%
Use Tax	1,381,000	284,876	(1,096,124)	20.63%	496,760	(211,884)	-42.65%
Other Tax	200,394	27,004	(173,390)	13.48%	16,610	10,394	62.58%
Total Taxes*	10,617,651	1,639,343	(8,978,308)	15.44%	1,653,924	(14,581)	-0.88%
Intergovernmental Revenues	1,344,306	126,833	(1,217,473)	9.43%	217,812	(90,979)	-41.77%
Licenses and Permits	1,388,908	254,127	(1,134,781)	18.30%	420,814	(166,687)	-39.61%
Fines and Forfeitures	111,473	21,474	(89,999)	19.26%	26,058	(4,584)	-17.59%
Charges for Services & Fees	1,648,903	387,880	(1,261,023)	23.52%	286,913	100,967	35.19%
Other Revenues	110,451	28,283	(82,168)	25.61%	41,665	(13,382)	-32.12%
Total Revenues	15,221,692	2,457,940	(12,763,752)	16.15%	2,647,186	(189,246)	-7.15%
Transfers In	3,009,880	-	(3,009,880)	0.00%	-	-	N/A
Total Revenue	\$ 18,231,572	\$ 2,457,940	\$ (15,773,632)	13.48%	\$ 2,647,186	\$ (189,246)	-7.15%

GENERAL FUND EXPENDITURES

	2022 Adopted Budget	Actual as of March 31, 2022	Over/(Under) Adopted Budget	Spending Rate	Prior Year Actual as of March 31, 2021	Over/(Under) Prior Year	Percent Difference
Legislative	\$ 120,482	\$ 34,295	\$ (86,187)	28.46%	\$ 19,082	\$ 15,213	79.72%
Town Manager	1,679,033	572,543	(1,106,490)	34.10%	318,930	253,613	79.52%
Town Clerk	260,252	62,071	(198,181)	23.85%	27,639	34,432	124.58%
Marketing and Communications	463,173	111,634	(351,539)	24.10%	94,829	16,805	17.72%
Human Resources	521,577	67,186	(454,391)	12.88%	455,993	(388,807)	-85.27%
Finance	1,925,180	334,505	(1,590,675)	17.38%	174,930	159,575	91.22%
Technology	1,041,046	219,983	(821,063)	21.13%	161,822	58,161	35.94%
Planning & Development	1,470,282	203,129	(1,267,153)	13.82%	314,913	(111,784)	-35.50%
Police	5,074,034	1,075,954	(3,998,080)	21.21%	1,446,377	(370,423)	-25.61%
Public Works	4,918,364	1,083,846	(3,834,518)	22.04%	817,340	266,506	32.61%
Engineering	280,943	82,743	(198,200)	29.45%	56,063	26,680	47.59%
EDCS	320,888	62,404	(258,484)	19.45%	56,063	6,341	11.31%
Total Expenditures	<u>\$ 18,075,254</u>	<u>\$ 3,910,293</u>	<u>\$ (14,164,961)</u>	<u>21.63%</u>	<u>\$ 3,943,981</u>	<u>\$ (33,688)</u>	<u>-0.85%</u>

CAPITAL PROJECTS FUND

	2022 Adopted Budget	Actual as of March 31, 2022	Over/(Under) Budget	Collection/ Spending Rates	Prior Year Actual as of March 31, 2021	Current Year Over/(Under) Prior Year	Percent Difference
Revenues							
Sales Taxes - 1%	\$ 2,551,714	\$ 188,393	\$ (2,363,321)	7.38%	\$ 174,723	\$ 13,670	7.82%
Sales Taxes - .6%	1,825,601	171,389	(1,654,212)	9.39%	154,962	16,427	10.60%
Impact Fee Revenue	1,443,271	145,002	(1,298,269)	10.05%	944,999	(799,997)	-84.66%
Cash in Lieu	3,756,072	-	(3,756,072)	0.00%	-	-	N/A
Miscellaneous Revenues							
Grant Revenue	-	-	-	N/A	-	-	N/A
Investment Earnings	19,844	12,770	(7,074)	64.35%	8,912	3,858	43.29%
Total Revenues	9,596,502	517,554	(9,078,948)	5.39%	1,283,596	(766,042)	-59.68%
Expenditures							
Capital Improvement Expenditures	3,113,171	107,388	(3,005,783)	3.45%	1,140,193	(1,032,805)	-90.58%
Total Expenditures	3,113,171	107,388	(3,005,783)	3.45%	1,140,193	(1,032,805)	-90.58%
Total Revenues Over/(Under) Expenditures	6,483,331	410,166	(6,073,165)	6.33%	143,403	266,763	186.02%
Other Financing Sources/Uses	(5,312,087)	-	5,312,087	N/A	12,350	(12,350)	-100.00%
Revenues Over/(Under) Expenditures	\$ 1,171,244	\$ 410,166	\$ (761,078)	35.02%	\$ 155,753	\$ 254,413	163.34%

WATER FUND

	2022 Adopted Budget	Actual as of March 31, 2022	Over/(Under) Budget	Collection/ Spending Rates	Prior Year Actual as of March 31, 2021	Current Year Over/(Under) Prior Year	Percent Difference
Revenues							
Charges for Services							
Operating Revenue	\$ 20,662,627	\$ 1,445,994	\$ (19,216,633)	7.00%	\$ 1,891,200	\$ (445,206)	-23.54%
Impact Fee Revenue	140,008	-	(140,008)	0.00%	148,702	(148,702)	-100.00%
Miscellaneous Revenues							
Miscellaneous	-	-	-	N/A	-	-	N/A
Investment Earnings	30,000	15,747	(14,253)	52.49%	27,004	(11,257)	-41.69%
Total Water Fund Revenues	20,832,635	1,461,741	(19,370,894)	7.02%	2,066,906	(605,165)	-29.28%
Expenditures							
Operating Expenditures	5,814,900	526,093	(5,288,807)	9.05%	1,105,100	(579,007)	-52.39%
Capital Improvement Expenditures	12,724,293	4,939,216	(7,785,077)	38.82%	3,136,191	1,803,025	57.49%
Total Expenditures	18,539,193	5,465,309	(13,073,884)	47.86%	4,241,291	1,224,018	28.86%
Other Financing Uses	1,973,720	-	(1,973,720)	0.00%	-	-	N/A
Total Water Fund Expenditures	20,512,913	5,465,309	(15,047,604)	26.64%	4,241,291	1,224,018	28.86%
Revenues Over/(Under) Expenditures	\$ 319,722	\$ (4,003,568)	\$ (4,323,290)	-1252.20%	\$ (2,174,385)	\$ (1,829,183)	N/A

STORMWATER FUND

	2022 Adopted Budget	Actual as of March 31, 2022	Over/(Under) Budget	Collection/ Spending Rates	Prior Year Actual as of March 31, 2021	Current Year Over/(Under) Prior Year	Percent Difference
Revenues							
Charges for Services							
Stormwater Charges	\$ 688,586	\$ 172,144	\$ (516,442)	25.00%	\$ 166,215	\$ 5,929	3.57%
Impact Fee Revenue	97,092	14	(97,078)	0.01%	101,786	(101,772)	-99.99%
Miscellaneous Revenues							
Investment Earnings	10,000	2,747	(7,253)	27.47%	1,847	900	48.73%
Total Revenues	795,678	174,905	(620,773)	21.98%	269,848	(94,943)	-35.18%
Expenditures							
Stormwater Collection	851,975	126,684	(725,291)	14.87%	112,738	13,946	12.37%
Capital Improvement Expenditures	310,000	52,988			-	52,988	N/A
Total Expenditures	1,161,975	179,672	(725,291)	15.46%	112,738	66,934	59.37%
Revenues Over/(Under) Expenditures	\$ (366,297)	\$ (4,767)	\$ 361,530	N/A	\$ 157,110	\$ (161,877)	-103.03%

CAPITAL IMPROVEMENT PROJECTS

Project Description	2022 Adopted Budget	YTD March 2022 Actuals		2023 Estimate	2024 Estimate	2025 Estimate	2026 Estimate	5-Year Total	Funding Source
		YTD Expenditures	Amount Remaining						
CAPITAL PROJECTS FUND									
Historic Firestone Street Replacement	\$ 621,500	\$ -	\$ 621,500	\$ 660,000	\$ 679,000	\$ 679,000	\$ 679,000	\$ 3,318,500	1% Sales Tax
Pavement Maintenance	1,500,000	1,655	1,498,345	1,500,000	850,000	850,000	850,000	5,550,000	1% Sales Tax
Dust Control	210,000	-	210,000	210,000	270,000	270,000	270,000	1,230,000	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	-	12,000	12,000	12,000	12,000	12,000	60,000	1% Sales Tax
Public Works Administration Offices Building	54,171	29,169	25,002	-	-	-	-	54,171	COPs
Traffic Signal Upgrade	20,000	-	20,000	20,000	20,000	20,000	20,000	100,000	1% Sales Tax
Mountain Shadows Park	350,000	-	350,000	-	-	-	-	350,000	Park Impact Fees
New Traffic Signals	800,000	24,280	775,721	-	-	-	-	800,000	Street Impact Fees
Dog Park Relocation	150,000	6,638	143,362	-	-	-	-	150,000	1% Sales Tax
Relocate Conex	7,000	-	7,000	-	-	-	-	7,000	.6% Sales Tax
Total	\$ 3,734,671	\$ 61,741	\$ 3,672,930	\$ 2,412,000	\$ 1,841,000	\$ 1,841,000	\$ 1,841,000	\$ 11,669,671	
CONSERVATION TRUST FUND									
Settlers Park Improvements	\$ 50,000	\$ -	\$ 50,000	\$ 75,000	\$ -	\$ -	\$ -	\$ 125,000	CTF
Firestone Trail Improvements	75,000	-	75,000	75,000	-	-	-	150,000	CTF
Total	\$ 125,000	\$ -	\$ 125,000	\$ 150,000	\$ -	\$ -	\$ -	\$ 275,000	
BIGHORN FIRESTONE URBAN RENEWAL AUTHORITY									
Weld County Rd 20 Coal Ridge Ditch Crossing	\$ 1,500,000	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	Property Tax Increment
Total	\$ 1,500,000	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	



CAPITAL IMPROVEMENT PROJECTS

Project Description	2022 Adopted Budget	YTD Expenditures	Amount Remaining	2023 Estimate	2024 Estimate	2025 Estimate	2026 Estimate	5-Year Total	Funding Source
WATER FUND									
Water Rights	\$ -	\$ 980,000	\$ (980,000)	\$ -	\$ -	\$ -	\$ -	\$ -	WF/2020 Bond
Gould Well Field	-	57,371	(57,371)	-	-	-	-	-	2020 Water Ent. Bond
Mtn Shadow s Park Conversion to Well Water Irr	253,000	10,416	242,584	-	-	-	-	253,000	WF
NISP Participation	650,000	617,500	650,000	1,492,000	1,492,000	1,492,000	1,492,000	6,618,000	WF
Firestone Reservoir No. 1 Plumbing	897,403	1,163,971	(266,568)	-	-	-	-	897,403	2020 Water Ent. Bond
Historic Firestone Water Line replacements	780,006	-	780,006	407,587	419,815	432,410	432,410	2,472,228	WF
St. Vrain Water Treatment Plant	7,484,803	199,993	7,284,810	-	-	-	-	7,484,803	2020 Water Ent. Bond
St. Vrain WTP Blend Pipeline - Phase 1	854,871	1,960,792	(1,105,921)	455,000	450,000	3,647,500	3,647,500	9,054,871	2020 Water Ent. Bond
Gould Property Clean Up	15,000	-	15,000	-	-	-	-	15,000	WF
St Vrain WTP Injection Well	-	461,561	(461,561)	-	-	-	-	-	2020 Water Ent. Bond
SCADA Upgrade	45,522	11,461	34,061	-	-	-	-	45,522	WF
Firestone Reservoir #2	898,000	-	898,000	-	-	3,288,140	7,740,800	11,926,940	WF
Non-Potable Irrigation System Infrastructure	200,000	-	200,000	2,242,000	-	-	-	2,442,000	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	44,000	56,468	(12,468)	-	420,000	6,090,000	-	6,554,000	2020 Water Ent. Bond
Water Rate Study	120,000	-	120,000	-	-	-	-	120,000	WF
Coal Ridge Ditch Lateral Supply Pipeline	803,500	-	803,500	5,043,500	-	-	-	5,847,000	WF/2020 Water Ent. Bond
NISP Transfer Pipeline	152,000	-	152,000	-	-	336,250	-	488,250	WF
Total	\$ 13,698,105	\$ 5,519,531	\$ 8,796,074	\$ 9,640,087	\$ 2,781,815	\$ 15,286,300	\$ 13,312,710	\$ 54,719,017	
STORMWATER FUND									
Stormwater Fee Study	\$ 60,000	\$ -	60,000	\$ -	\$ -	\$ -	\$ -	\$ 60,000	SWF
Drainage Master Plan	250,000	52,988	197,012	-	-	-	-	250,000	Impact Fees
Total	\$ 310,000	\$ 123,773	\$ 186,227	\$ -	\$ -	\$ -	\$ -	\$ 310,000	
TOWN-WIDE TOTAL	\$ 19,367,776	\$ 5,705,046	\$ 14,280,230	\$ 12,202,087	\$ 4,622,815	\$ 17,127,300	\$ 15,153,710	\$ 68,473,688	

TOWN OF FIRESTONE
Board of Trustees
May 11, 2022

Agenda Item No. 4 Public Comment

PLEASE PRINT CLEARLY

	NAME	ADDRESS	Town or Unincorporated County
1.	TRENT John		Firestone
2.	Amey Schrader		Firestone
3.	Dennis Klein		FIRESTONE
4.	Kerry Morton		✓
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

* 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.

TOWN OF FIRESTONE
Board of Trustees
May 11, 2022

Agenda Item No. 9 Public Comment

PLEASE PRINT CLEARLY

	NAME	ADDRESS	Town or Unincorporated County
1.	Amy Schrader		Firestone
2.	Arllys Carlson	5205 Sandy Ridge Ave	Firestone
3.	Trent John		Firestone
4.			
5.			
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12.			
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14.			
15.			

* 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.

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Join the 43 water providers that work with us

We love every bit of Colorado, right down to its semi-arid climate. And, just like you, we know water is a precious and scarce resource. That's why Resource Central offers a range of consumer-focused, proven water-saving programs to assist water providers across the state in helping them meet their water conservation goals.

From Wheat Ridge and Centennial Water Service District to Fort Collins and Westminster, more than 40 water providers partner with Resource Central to offer their communities easy, effective, and impactful water conservation programs. As an innovative nonprofit in Boulder, our goal is to make conservation so simple that you don't even realize you're doing it. **Learn more: email Elisabeth Bowman, Conservation Engagement Manager, or call 303-449-3870 ext 210.**



Four of our five water conservation programs (L to R: Slow the Flow Sprinkler Audit, Lawn Replacement Program, Garden In A Box, and Waterwise Yard Seminars).

Partner benefits

- Proven, effective turnkey programs at your fingertips—we do the planning and execution, you do the promotion
- Significantly contribute to your organization's water efficiency and

services we do to our customers..

Ready to talk water conservation?

Email **Elisabeth D. Bowman**, Conservation Engagement Manager,
or call 303-555-5620 ext. 210.

Our partners

ACWWA	East Cherry	City of Lafayette	Pueblo West
City of Arvada	Creek Valley WSD	Left Hand WD	Metro District
City of Aurora	City of Edgewater	Little Thompson WD	Roxborough WSD
Town of Berthoud	Town of Erie	City of Longmont	Town of Severance
City of Boulder	City of Evans	City of Louisville	South Adams Co. WSD
City of Brighton	City of Fort Collins Utilities & Nature in the	Loveland Water and Power	Town of Superior

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