



BOARD OF TRUSTEES

REGULAR MEETING AGENDA

May 25, 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 led by Boy Scout Troop No. 67**
3. **Approval of Agenda**
4. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
5. **Consent Agenda**
 - a. Approval of May 11, 2022 Meeting Minutes
6. **Discussion/Action**
 - a. **Resolution 22-69**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE AGREEMENT WITH LEE KEITH AND MANDI BROOK HAGLER
 - b. **Resolution 22-57**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ONLINE SOLUTIONS LLC FOR SOFTWARE DEVELOPMENT, IMPLEMENTATION, AND SUPPORT SERVICES
 - c. **Resolution 22-66**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND HAYNIE & COMPANY FOR AUDIT SERVICES

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. 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.

- d. **Resolution 22-67:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A DESIGN AND CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND AMERICAN RAMP COMPANY FOR THE DESIGN AND CONSTRUCTION OF MOUNTAIN SHADOWS PUMP TRACK AND BIKE PARK
- e. **Resolution 22-68:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE SECOND AMENDMENT TO THE TOWN MANAGER'S EMPLOYMENT AGREEMENT

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

8. **Reports**

- a. Staff
 - 8.a.i. April Monthly Finance Report
- b. Mayor
- c. Trustees

9. **Adjournment**

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**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.a

Consent Agenda

Meeting Date: May 25, 2022

Initiated By: Jessica Koenig

Dept: Town Clerk

AGENDA TITLE

Approval of May 11, 2022 Meeting Minutes

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of May 11, 2022 Draft Meeting Minutes

ALTERNATIVES

ATTACHMENTS

1. May 11, 2022 Draft Meeting Minutes

FINANCIAL CONSIDERATIONS

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
May 11, 2022

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on May 11, 2022, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Peterson called the meeting to order at 7:00 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

Staff: **Present:** Jan Sloat, Director of Human Resources; Dave Lindsay, Consultant; Paula Mehle, Director of FURA & Economic Development; Raelynn Ferrera, Assistant to the Town Manager; Katie Hansen, Director of Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Todd Bjerkaas, Director of Planning; David Angelo, Chief of Police; Jessica Koenig, Town Clerk; AJ Krieger, Town Manager; & Keith Martin, Town Attorney

2. Pledge of Allegiance

Mayor Peterson led the pledge of allegiance.

3. Approval of Agenda

Motion by Trustee Doherty, **second** by Trustee Conyac, to Amend the Agenda to move Resolution 22-59 from the Consent Agenda section to the Discussion/Action section as Agenda Item 8J, All in Favor, **Motion carried.**

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

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

Trent John, a Firestone resident, gave public comment regarding the unanswered questions he previously sent to Mayor Peterson. Mr. John also asked what Mayor Peterson's conflict of

interest is with the Central Weld matter.

Amy Schrader, a Firestone resident, gave public comment and congratulated the George E. Heath scholarship awardees. Ms. Schrader gave public comment regarding Resolution 22-65 and accountability.

Denise Kline, a Firestone resident, gave public comment regarding Resource Central and water conservation.

Lorna Morton, a Firestone resident, gave public comment regarding Resolution 22-65, Neighbor's Point park, and the need for the Mayor to be accountable.

5. Consent Agenda

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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- 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

Motion by Trustee Whelan, **second** by Trustee Conyac, to Approve **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

Roll Call Vote:

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

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

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

Trustee Conyac proclaimed the month of May 2022 as Building Safety Month.

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

Mayor Pro Tem Jimenez proclaimed the past week of May 1 - 7, 2022 as Municipal Clerk Week.

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

Trustee Whelan proclaimed 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

Mayor Peterson proclaimed 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 RICHELLE CONSTRUCTION, INC CONTRACTORS FOR REMOVAL OF PRE-FABRICATED MODULAR AT 151 GRANT AVENUE

Motion by Trustee Conyac, **second** by Trustee Sharp, to Approve **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 TJ ENTERPRISES FOR REMOVAL OF PRE-FABRICATED MODULAR AT 151 GRANT AVENUE

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- 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

Mayor Peterson opened the public hearing at 7:42 PM.

Jessica Clanton, Finance Director, presented to the Board of Trustees.

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

The public hearing closed at 7:47 PM.

Motion by Trustee Whelan, **second** by Mayor Pro Tem Jimenez, to Approve **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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- c. **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

Motion by Trustee Conyac, **second** by Trustee Sharp, to Approve **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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- 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

Motion by Trustee Whelan, **second** by Trustee Conyac, to Approve **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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- 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

Motion by Trustee Holcomb, **second** by Trustee Conyac, to Amend and Approve **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, to add Resolution 22-61 in the blank space in the second recital of the resolution.

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- 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.

Motion by Trustee Doherty, **second** by Trustee Whelan, to Approve **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.

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- 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

Motion by Trustee Whelan, **second** by Trustee Conyac, to Approve **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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- 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

Motion by Trustee Conyac, **second** by Trustee Whelan, to Approve **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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- 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

Motion by Trustee Conyac, **second** by Trustee Doherty, to Approve **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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

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

Amy Schrader, a Firestone resident, thanked the Board for holding Mr. Peterson accountable

and that she was saddened over the last year's events.

Arllys Carlson, a Firestone resident, thanked Mr. Krieger, Mayor Pro Tem Jimenez, Trustee Conyac and the Board for working so hard for the Neighbors Point park completion. Ms. Carlson asked that the trail in Neighbors Point park be repaired. Ms. Carlson also gave public comment regarding transparency, accountability, and Mayor Peterson

Trent John, a Firestone resident, asked how much money was given to Mayor Peterson by a particular individual. Mr. John thanked the Board for upholding laws. Mr. John also provided public comment regarding Linda Haney's email and conspiracy theories regarding the hearing officer.

10. Reports

a. Staff

10.a.i. March Financial Report

10.a.ii. 1st Quarter Financial Report

b. Mayor

Mayor Peterson explained why he would like the Board to approve accounts payable reports going forward. Mayor Peterson reported that he reached out to and met with mayors of nearby communities and representatives from other governmental agencies.

c. Trustees

Trustee Doherty reported on Colorado Municipal League bills being tracked. Trustee Doherty also reported that the lobbyists would attend the July 20, 2022 Work Session and provide an update.

Trustee Whelan followed up on training and board and commission appointments.

Trustee Conyac reported on future audio/video recording of Board of Trustees meetings.

Trustee Sharp reported on public comment. Trustee Sharp praised the Police Department and their outreach to the community. Trustee Sharp thanked Public Works for their work on Clean Up Day. Trustee Sharp followed up on broadband.

11. Adjournment

Motion by Trustee Conyac, **second** by Trustee Doherty, to Adjourn at 10:22 PM, All in Favor, **Motion carried.**

Introduced and Approved the 25th of May, 2022

TOWN OF FIRESTONE, COLORADO

ATTEST

Drew Peterson, Mayor

Jessica Koenig, Town Clerk

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.a

Discussion/Action

Meeting Date: May 25, 2022

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 22-69: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE AGREEMENT WITH LEE KEITH AND MANDI BROOK HAGLER

SUMMARY

Resolution 22-69 and the Purchase and Sales Agreement between the Town of Firestone and Lee Keith and Mandi Brook Hagler is proposing the purchase and sale of 80 shares of the New Coal Ridge Ditch Company.

HISTORY AND PREVIOUS BOARD ACTION

Staff presented the potential purchase of raw water to the Board of Trustees at the October 13, 2021 meeting. Staff received direction from the Board to negotiate raw water purchase agreements. Lee Keith and Mandi Brook Hagler have agreed to all the terms staff negotiated and have agreed to the sale of the 80 shares. The New Coal Ridge Ditch Company is one of five ditches the Town has identified as desirable water rights for the acquisition to add to the Town of Firestone water portfolio.

RECOMMENDATION

Staff recommends that the Board approve Resolution 22-69, a resolution approving the purchase of 80 shares of the New Coal Ridge Ditch Company.

ALTERNATIVES

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

ATTACHMENTS

1. Res 22-69 Purchase and Sale Water Rights Agreement-Lee Keith and Mandi Brook Hagler
2. Purchase Agreement-Lee Keith and Mandi Brook Hagler
3. HaglerShareCertificate

FINANCIAL CONSIDERATIONS

The agreement includes a purchase price of \$1,150,000.00 for the purchase of 80 shares of the New Coal Ridge Ditch Company. Sufficient funds were budgeted for the water fund.

RESOLUTION NO. 22-69

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER
ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE
AGREEMENT WITH LEE KEITH AND MANDI BROOK HAGLER**

WHEREAS, Lee Keith and Mandi Brook Hagler desires to convey certain water rights which the Town of Firestone ("Town"), acting by and through its Water Activity Enterprise, desires to purchase, subject to the terms and conditions set forth in a Purchase and Sale Agreement.

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

1. The Purchase and Sale Agreement between the Town of Firestone, acting by and through its Water Activity Enterprise ("Buyer"), and Lee Keith and Mandi Brook Hagler ("Seller") for water rights 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 acting by and through its Water Activity Enterprise.

2. The Town Manager and other officers, employees and agents of the Town are further authorized to execute and deliver all documents necessary in connection with the closing of the purchase of the Water Rights, and to do all things necessary on behalf of the Town to perform all obligations of the Town under the Agreement, including without limitation the execution and delivery of all documents necessary or required with closing.

INTRODUCED, READ, AND ADOPTED this 25th day of May, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Peterson, Mayor

ATTEST:

APPROVED AS TO FORM:

Jessica Koenig, CMC Town Clerk

William P. Hayashi, Town Attorney

PURCHASE AND SALE AGREEMENT (Water Rights)

This Purchase and Sale Agreement ("Agreement") is entered into this 1 day of MAY, 2022 by and between LEE KEITH & MANDI BROOK HAGLER ("Seller"), and the TOWN OF FIRESTONE WATER ACTIVITY ENTERPRISE ("Buyer"). Seller and Buyer may be referred to individually as a "Party" or collectively as "Parties."

RECITALS

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

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

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

1. Description of Water Rights. Seller is the owner of 80 shares of the New Coal Ridge Ditch Company represented by certificate no. 252, which are hereinafter referred to as "Shares" or "Water Rights."
2. Purchase Price. The Purchase Price for the Water Rights and all rights appurtenant to the Water Rights shall be \$1,150,000.
3. Agreement Dates. The following dates are defined for this Agreement:
 - a. "Effective Date" of this Agreement shall be the date on which this Agreement has been mutually executed by the Parties.
 - b. "Waiver Date" shall be the date on which the Seller notifies the Buyer that the New Coal Ridge Ditch Company has waived its right of first refusal to match the sale terms to acquire the Water Rights, which shall be within five (5) days of Seller's receipt of such waiver.
 - c. "Closing Date" shall be the date on which the purchase and sale of the Water Rights will take place, which shall be a date 45 days after the Waiver Date.
4. Dry Up Covenant. Seller shall provide Buyer, at least 10 days before the Closing Date, an executed dry-up covenant in a form acceptable to Buyer, for the lands historically irrigated by the Water Rights. Seller warrants that any and all liens or encumbrances on property are subordinate to the provided dry-up covenant and Seller shall be responsible for acquiring all necessary agreements to ensure any liens or encumbrances are subordinate to the dry-up covenant. Seller shall be responsible for

any revegetation of the property historically irrigated by the Water Rights to the extent that is necessary.

5. Warranty of Title. Seller warrants that title to the Water Rights will be conveyed to Buyer free and clear of all liens, encumbrances, assessments, and leases of any kind. Seller agrees to warrant and forever defend the Buyer against all and every person claiming any interest in the Water Rights. This warranty shall survive the closing of the transaction and continue in full force and effect subsequent to such closing. Subject to payment as above provided, and in compliance with the other terms and conditions by Buyer, Seller shall execute and deliver a Special Warranty Deed for the Water Rights to Buyer at the date of closing. If title to the Water Rights is not merchantable and notice of the defect(s) is given by Buyer or Buyer's agent to Seller or Seller's agent on or before closing and such title shall not be rendered merchantable within 30 days of such notice, then this Agreement, at Buyer's option, shall be void and of no effect and each Party shall be released from all obligations hereunder.
6. Due Diligence. Buyer shall have up to 30 days following the Waiver Date ("Due Diligence Period") to terminate this Agreement if Buyer is dissatisfied with the Water Rights to be acquired hereunder for any reason. It shall be conclusively presumed that Buyer is satisfied with the Water Rights if Buyer fails to send written notice to Seller to the contrary on or before the expiration of the Due Diligence Period. If Buyer sends notice of its dissatisfaction with the Water Rights, Seller shall have 10 days following actual receipt of such notice of dissatisfaction to either to (1) give notice that Seller elects to cure some or all of the issues described in the notice, or (2) give notice that Seller elects to not cure such issues. If Seller elects not to cure all such issues Buyer shall have as its exclusive remedies, the right to terminate this Agreement, or to waive any issues Seller has elected not to cure.
7. Ditch Company Right of First Refusal. The New Coal Ridge Ditch Company holds a right of first refusal to match the terms of this Agreement to acquire the Water Rights. Seller is required to submit the terms of the Buyer's offer to the New Coal Ridge Ditch Company for their consideration. This Agreement shall be void if the New Coal Ridge Ditch Company exercises its right of first refusal and enters into a contract to acquire the Water Rights under the same terms as defined herein.
8. Assessments. All assessments levied by the New Coal Ridge Ditch Company for year 2022 shall be paid by Seller. Assessments for the year 2023 and future years shall be paid by Buyer.
9. Transfer Fee. Any fees imposed by New Coal Ridge Ditch Company to complete the transfer of the Water Rights shall be paid by Buyer.

10. Delivery of Stock Certificate. Possession of the original certificate(s) evidencing ownership of the Water Rights shall be delivered to the Buyer at the time of closing together with properly executed and notarized assignments, Special Warranty Deed and any and all other documents necessary to effectuate the transfer of the Water Rights from Seller to Buyer.
11. Closing. The closing for the purchase and sale of the Water Rights will take place on or before the Closing Date defined herein.
12. Default. Time is of the essence herein and if any payment or any other condition thereof is not made, tendered or performed by either party, then this Agreement, at the option of the Party who is not in default, may be terminated in which case the non-defaulting party may recover such damages as may be proper. In the event of such default by Seller, where Buyer elects to treat this Agreement as being in full force and effect, the Buyer shall have the right to an action for specific performance and damages.
13. Historical Use & Transfer. Seller, or Seller's agent, agrees to meet with Buyer, or Buyer's agent, within 30 days of the Effective Date for the purpose of providing Buyer with information concerning the historic use of the Water Rights, which may include the following:
 - a. Affidavits stating the manner in which the Water Rights have been used by Seller or its predecessors in title, identifying which acreage has been historically irrigated with the Water Rights represented by the shares, the method of irrigation and what crops have historically been irrigated on the acreage with the Water Rights.
 - b. Information showing the historical use of the Water Rights.
 - c. Seller's cooperation and participation in good faith with any requests necessary to complete any Catlin approval process of the New Coal Ridge Ditch Company or any court proceedings as may be required to change the use of the shares.
14. Notices. All notices and operational communications under this agreement shall be in writing except as otherwise provided for in this Agreement. All such notices and communications shall be deemed to have been duly given on the date of service, if delivered and served personally, or served via e-mail on the person to whom notice is given. All notices shall be delivered by US Mail to the following addresses unless otherwise agreed upon by the Parties:

Buyer:

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

Seller:
Lee Keith & Mandi Brook Hagler
9875 County Road 24
Fort Lupton, CO 80621-9723

15. 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.
16. Survival of Closing. The representations, warranties and indemnities made by the parties to this contract and the covenants and agreements to be performed or complied with by the respective parties under this contract before the closing date shall be deemed to be continuing and shall survive the closing.
17. 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.
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.

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

BUYER:

TOWN OF FIRESTONE

By: _____

Print: _____

Title: _____

SELLER:

LEE KEITH HAGLER

By:  _____

Print: Lee Hagler _____

Title: Owner _____

MANDI BROOK HAGLER

By:  _____

Print: Mandi Hagler _____

Title: Owner _____

INCORPORATED UNDER THE LAWS OF

THE STATE OF COLORADO

CERTIFICATE

252

SHARES

---80---

NEW COAL RIDGE DITCH COMPANY

This Certifies that

LEE KEITH HAGLER and MANDI BROOK HAGLER, Joint Tenancy
with Rights of Survivorship

is the owner of

EIGHTY

and non-assessable Shares of the above Corporation transferable only on the books of the Corporation by the holder hereof in person or by duly authorized 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.

Dated December 18, 2020

Beshelle Richardson
Secretary



[Signature]
President

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 6.b

Discussion/Action

Meeting Date: May 25, 2022

Initiated By: Todd Bjerkaas

Dept: Planning & Development

AGENDA TITLE

Resolution 22-57: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ONLINE SOLUTIONS LLC FOR SOFTWARE DEVELOPMENT, IMPLEMENTATION, AND SUPPORT SERVICES

SUMMARY

For the Board of Trustees' consideration, this contract with Online Solutions LLC "Citizenserve" would provide the Town with professional, comprehensive permit issuance, building inspection management, a records retention system, and a public online portal for our Planning and Development Department, Building Division processes. The Town finds that Online Solutions LLC "Citizenserve" 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

RECOMMENDATION

Staff recommends the Board approve Resolution 22-57, approving an agreement with Online Solutions LLC "Citizenserve" Building Permitting and Inspection software program.

ALTERNATIVES

ATTACHMENTS

1. Resolution 22-57
2. Agreement for Services - Citizenserve

FINANCIAL CONSIDERATIONS

The agreement includes an amount not to exceed \$77,000.00. The 2022 Budget includes \$250,000.00 for Building Review and Inspections.

RESOLUTION NO. 22-57

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF
FIRESTONE AND ONLINE SOLUTIONS, LLC FOR SOFTWARE DEVELOPMENT,
IMPLEMENTATION, AND SUPPORT SERVICES**

WHEREAS, the Town of Firestone ("Town") is in need of professional software development, implementation and support services ("Project"); and

WHEREAS, the Town finds that Online Solutions, LLC 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 Online Solutions, LLC for software development, implementation and support 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 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 _____, 2022 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Ave, Firestone, Colorado 80520 (the "Town"), and **Online Solutions LLC. (Contractor)**, an independent contractor with a principal place of business at 1101 East Warner, Suite 160, Tempe, Arizona 85284 ("Contractor") and provides services as follows:

I. SCOPE OF SERVICES

A. The Project. Contractor shall provide to the Town the services, steps and tasks ("Professional Services") and provide the Deliverables that are required to furnish a working Firestone Contractor Community Development Software solution (the "Solution"), in accordance with the Scope of Services set forth in Exhibit A, attached hereto and incorporated herein by this reference and hereinafter referred to as the "Project." Furthermore, Contractor shall furnish all labor, equipment, supplies and materials required for the complete and prompt execution and performance of the Project.

1.1. Project Change Control Process: Additional Professional Services or Deliverables in connection with the Project beyond those set out in Exhibit A, changes to the Project Timeline different than those set out in Exhibit A, or changes in the Project or Solution, 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 the Project or on the Contract Times; (b) any additional Services and Deliverables to be provided, any change to the Project Timelines, or any change to the Project or Solution; (c) the amount of adjustment, if any, in the Contract Sum; and (d) the extent of adjustment, if any, in the Contract Times. 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. Project Times. Contractor shall complete the Project and furnish to Firestone a working Solution no later than the completion date established in Exhibit A unless the Project completion date has been adjusted as permitted by this Agreement. CONTRACTOR shall complete all Professional Services and Deliverable in connection with each Stage and within the period of time for each applicable Stage as set forth in the Project Timeline established in Exhibit A, unless the Project Timeline has been adjusted as permitted by this Agreement. All Project Times stated under this Agreement are of the essence; provided, however, that the Project Times may be changed or adjusted by a PCR as allowed or permitted under this Agreement. All changes to the Contract Times 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 Project within the Project Times due to

delay beyond the control of Contractor, the Contract Times 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. Subscription; Access and Use. Contractor grants to the Town a non-exclusive, non-transferable, limited subscription to access and use the Contractor software service during the Subscription Period for fifteen (15) Authorized Users.

1.1. For purposes of this Agreement, the "Subscription Period" means the duration of the Town's active, paid access to the Subscription Service, as designated in Exhibit A beginning upon execution of this Agreement and running coterminous with the Term of this Agreement.

1.2. For purposes of this Agreement, "Authorized User" means the Town's employees, consultants, contractors, and agents (i) who are authorized by the Town to access and use the Services under the rights granted to the Town pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

1.3. Restrictions on Use. The Town shall not, and shall not permit any Authorized Users, to:

- A. make the Subscription Service available to anyone other than Authorized Users;
- B. license, sub-license, sell re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided in this Agreement or the express permission of Contractor;
- C. use the Subscription Service in a way that (i) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene.

C. Software Support Services. Contractor shall provide to the Town the Software Support Services subsequent to the completion of the Project, as generally described in the Scope of Services and as specified in a particular Statement of Work.

1.1. For purposes of this Agreement, a "Statement of Work" or "SOW" shall mean a written document that (i) references this Agreement, (ii) details the specific Software Support Services and/or the Deliverables required to provide the solution to Customer's stated need, (iii) specifies the Acceptance Procedure, (iv) describes any Dependency Information, (v) specifies the corresponding rate schedule or other fee information, (vi) specifies the time, place, and dates of performance and (vii) is signed by both Parties or is issued by one Party and signed by the other Party.

- 1.2. For purposes of this Agreement, a "Deliverable" shall mean, as applicable, those materials and/or solutions that Contractor provides to Town pursuant to a SOW in accordance with the acceptance procedure set forth in the applicable SOW.
- 1.3. SOWs; Scope. Each Statement of Work will be deemed incorporated in this Agreement by reference. Promptly after a request for Software Support Services or Deliverables by the Town, Contractor shall prepare and deliver to the Town an appropriate SOW. Contractor is authorized to perform Software Support Services only through the execution by both Parties of one or more SOWs.
- 1.4. Amending Statements of Work. Either Party may request changes to an executed SOW by delivering to the other Party a written change order ("Change Order") specifying the requested changes. Promptly after delivery of a Change Order by either Party, Contractor shall prepare and deliver to the Town a proposed amendment to such SOW that, in accordance with the Change Order: (a) assesses the impact of the Change Order on the scope and timing of Software Support Services and Deliverables to be provided under such Statement of Work; (b) describes any additional Services and Deliverables to be provided; (c) sets forth cost estimates, specifications, implementation plans and time schedules with milestone and completion dates; (d) contains completion and acceptance criteria; and (e) sets forth any other necessary information. A Change Order shall not be effective unless authorized as an amendment to a SOW 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.

D. Town Responsibilities. The Town will (i) be responsible for meeting Contractor's applicable minimum system requirements for use of the Subscription Service; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by the Town) occurring under the Town's account, (iii) be solely responsible for the accuracy, quality, integrity and legality of Town data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services under its account, and notify Contractor promptly of any such unauthorized access or use, and (v) use the Subscription Services only in accordance with the applicable documentation, laws and government regulations, and any written instructions provided by Contractor to the Town.

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 under any applicable SOW, 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 in full all outstanding undisputed Subscription Fees due Contractor and the pro rata amount based on the completed portion of any Software Support Services or any Deliverables stated in an applicable SOW 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. Project Sum. In consideration for the completion of the Project, the Town shall pay Contractor a fixed sum not to exceed \$45,500.00 ("Project Sum") The Project Sum is the total cost incurred by Contractor in performing Professional Services or providing Deliverables in connection with the Project and to furnish a working Solution to the Town. The Town shall not pay Contractor any amount under this Agreement that exceeds the Project Sum, unless the Project Sum has been amended by a PCR in accordance with this Agreement. No change to the Project Sum, including any additional compensation, shall be effective or paid unless amended by a PCR in accordance with this Agreement.

B. Subscription Fees. The Town shall pay Contractor the Subscription Service fee in the amount of \$31,500 as set forth in Exhibit A ("Subscription Fees") in accordance with this Subsection III.B.

1.1 The Town will make payment to Contractor for the Subscription Fee for the initial Subscription Period within thirty (30) days of mutual execution of this Agreement.

1.2 The Town will make payment to Contractor for the Subscription Fee for a subsequent Subscription Period within thirty (30) days of the beginning of the new Subscription Period.

1.3 If the Town orders additional Authorized User quantities part-way through an existing Subscription Period, and the initial Subscription Period for the additional quantity is adjusted as described herein, then the Subscription Service fee for such additional quantity will be pro-rated accordingly.

C. Support Services. The Town shall pay Contractor for Software Support Services and Deliverables in accordance with the terms and conditions of the applicable SOW and this Section III.C.

1.1 For Services performed on a time basis, the Town shall not be charged overtime or additional amounts above the fixed hourly billing rate set forth in the applicable SOW.

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

1.3 Unless explicitly stated otherwise in the applicable SOW, no travel, material, expenses or other costs incurred by Contractor will be charged to the Town. If travel expenses are included in the applicable SOW, all travel expenses will be included with the written monthly invoice in accordance with the rate set forth in the applicable SOW. All reimbursable expenses will be delivered to the Town no later than sixty (60) days from the date expenses were incurred.

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

1.5 Contents of Invoices. Invoices shall include the basis upon which payment is requested, such as actual time, number of hours worked, materials and expenses, along with a general description of the actual 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.

D. 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 warrants that beginning on the date of execution of this Agreement through completion of the Project, and continuing up to and including one (1) year from date of completion of the Project, the Solution will operate or function in all material respects in accordance with the requirements and specifications described in Exhibit A. Under this warranty, Contractor agrees to repair or correct, at its own cost and expense, the nonconforming portion of the Solution or refund to the Town the dollar amount attributable to the number of actual hours Contractor expended in developing the defective portion of the Solution. A nonconformity or defect in the Solution shall mean when the Solution does not work as described by the specifications established in Exhibit A, and which is not attributable to any third-party product defects. Contractor makes no warranty of any kind, whether express or implied, as to the quality or fitness of any third-party products that may be integrated into the Solution, including that the Contractor software will be free from defects, that the Contractor software will operate without interruption or operate in all material respects in accordance with any specifications provided by Contractor or in subsequent updates to the Contractor software, or that the functionality of Contractor software will be maintained in all material respects after Project completion.

B. Subscription Service Level Commitment. During the Subscription Period, Contractor further warrants that the Subscription Service will meet the performance level specified in Exhibit A.

C. Non-Infringement Warranty. Contractor represents and warrants that it is the sole owner of and or has full power and authority to grant the access and use of the Subscription Services and other rights granted by the Agreement to the Town with respect to the Subscription Services and that neither the performance by the Town in its utilization of the Subscription Services, nor the authorized use by the Town of the Subscription Services as described herein, will in any way constitute an infringement or other violation

of any U. S. copyright, trade secret, trademark, patent, invention, proprietary information, non-disclosure, or other rights of any third party.

D. 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 Services; (ii) shall not give any of its employee's 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.

E. 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.

F. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Clean Water Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

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. TOWN acknowledges that the Services contain valuable trade secrets, which are the sole property of Contractor, and TOWN 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 insure that any Contractor contractors 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; (ii) to enforce this Agreement and exercise Contractor's rights hereunder; or (iii) to verify the Town's compliance with the restrictions set forth in Section 1.B.1.3 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 content, eDocuments, materials, data and information that the Town, its Authorized Users, or other end users enter into the Subscription Services including but not limited to, personal information, information exchanged between the Town and Authorized User or Authorized User and a third party using the Subscription Services, information used to identify account names or numbers, routing information, usernames, passwords, access codes and prompts. Town data does not include any component of the Subscription Services or material provided by or on behalf of Contractor.

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 interest's 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. 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 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 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 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.

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 _____, 2022, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

EXHIBIT A

SCOPE OF SERVICE

The Project

The following section describes the specific activities, tasks, services and deliverables that Contractor will provide TOWN a working Solution. All services will be conducted remotely.

Scope of Work

Contractor will use an agile methodology to engage in the implementation phases.

Completion of the Setup Checklist. The Contractor account manager will provide a Setup Checklist of supporting documentation that will be required to begin the setup. The supporting documentation typically includes items like copies of permit and license applications, fee structures, notices, and forms, etc. TOWN team will work to gather all the documentation and information included in the Setup Checklist.

Project Kickoff. The project kickoff meeting includes the key TOWN and Contractor team members. The Contractor project manager will work with the TOWN's project manager to develop the agenda and PowerPoint presentation for the kickoff meeting. Key components of the project will be discussed including roles, responsibilities, timeline, and objectives. The Contractor project manager will provide a report summarizing the meeting and assigning action items.

System Walkthroughs. A weekly meeting will be scheduled with the TOWN team and the engagement manager. The Contractor engagement manager will familiarize the TOWN's team members on Contractor at the beginning of the walkthroughs to enable the team to make informed decisions on configurations and workflows. During the walkthrough meetings, the team will review each area of the system and make a list of changes or additions. In the days before the next meeting, the TOWN team will get "hands on" with Contractor, trying out the new configurations, running new reports, and identifying any needed changes. The walkthroughs and the hands-on practice make up an iterative process that allows TOWN to clarify or improve upon existing processes and configure Contractor to support those processes.

The weekly walkthroughs are held with TOWN staff who are familiar with the TOWN's business processes and associated requirements for configurations, workflows, and reporting. It is critical that the staff who attend the meetings have the knowledge and experience required to provide accurate requirements; we therefore will not conduct the walkthroughs with a surrogate such as a consultant or contractor. If the TOWN's subject matter expert staff are not available, we will postpone the walkthroughs until the staff members have availability to attend the meetings and complete assignments before the next meeting.

Data Conversion. Contractor staff will perform the data conversion by module/function. Once the setup for a module is nearly complete and the TOWN has delivered to Contractor the data to be converted, Contractor will begin creating programs to convert and import the related TOWN data. This process cannot take place until all custom fields for the module that are related to a legacy system have been identified and configured in Contractor.

The TOWN's team members will review and test the converted data and provide written feedback on any

errors or required changes; updates will be made to the conversion script as needed. It is critical that the TOWN's team put in the time and effort to thoroughly review the data conversion and identify any issues before go live so that corrections can be made to the conversion script. The data conversion import can be modified and run as many times as needed prior to go live to ensure the accuracy of imported data during this phase.

Integration. The requirements for the configurations of the integrations will be gathered during the weekly walkthroughs. The Contractor system architect will develop the scripts for the integration points on the Contractor side (development of code to export data from or accept data into Contractor); if an API is not available, the TOWN's technical resources will be responsible for developing the code to export data to Contractor or accept data from Contractor. The TOWN's team will test the data exchanged between Contractor and the external systems and will provide feedback on needed changes.

Training. Prior to go live, staff members will be trained online in small groups. Training will be conducted via web conferencing in small groups. The web conferences used for training can be recorded and edited for later viewing.

Each training session will focus on a specific group's core job responsibilities. Most users will attend one or two training sessions that last up to four hours; additional one-on-one training sessions can be scheduled as needed.

Go Live. Final data will be provided on a Friday afternoon. Over the weekend all test data will be removed from the system and the legacy data will be converted.

Ongoing Support. The weekly walkthrough meetings will continue for 2-4 weeks after go live to identify any issues or changes needed.

Subscription

SERVICE LEVELS:

Contractor will use commercially reasonable efforts to backup and keep the Service and Authorized Website(s) in operation consistent with applicable industry standards and will respond to TOWNs' requests for support during normal business hours.

THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND TOWN'S USE OF THE SERVICES IS AT ITS OWN RISK. CONTRACTOR DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

Software Support

After go live, users can request support for any needs or questions through the Contractor support center. Response time to a support request is within 4 hours; urgent requests receive a response within an hour.

Fee Schedule

Account Name: Town of Firestone, Colorado

Contact Information:

Rocco DeLuca
Chief Building Official
Town of Firestone
9950 Park Ave., Firestone, CO 80504
Email: rdeluca@firestoneco.gov
Phone: 303.531.6268

Billing Information:

Rocco DeLuca
Chief Building Official
Town of Firestone
9950 Park Ave., Firestone, CO 80504
Email: rdeluca@firestoneco.gov
Phone: 303.531.6268

Contract Term:

Billing Cycle: Annual
Billing Schedule: Upon Contract Signing
Service Term Starts: 05/26/2022
Service Term Ends: 05/25/2023

Components to be Implemented:

Building Permits (BP)
Contractor Licensing (CL)
Business Licensing (BL)
Code Enforcement (CE)
Citizen Access Pages

Fees:

15 User Subscriptions	\$2,100 per named user per year	\$31,500.00
Setup, Training, and Implementation	\$1,500 per named user	\$22,500.00
Data Migration	SAFEbuilt Community Core (BP and CL) Integration	\$15,000.00
	Firestone ESRI ArcGIS	\$8,000.00
	Payment processors listed in Appendix A	\$0.00
System Integration		
Total 1st Year Fees		\$77,000.00

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.c

Discussion/Action

Meeting Date: May 25, 2022

Initiated By: Jessica Clanton

Dept: Finance

AGENDA TITLE

Resolution 22-66: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND HAYNIE & COMPANY FOR AUDIT SERVICES

SUMMARY

An audit Services RFP was published on March 22, 2022. Bids were due by April 1st, 2022, in which the Town received 3 bids in response to this RFP. A small team evaluated the 3 bids made up of Sharon Wright (Accounting Manager), Jessica Clanton (Finance Director), Anna Thigpen (Resident and Finance Committee Member), and Lexi Kim (Resident and Finance Committee Member). The evaluation team determined that Haynie & Company and Hinkle & Company were the top 2 firms. These firms made presentations to the evaluation team and Frank A. Jimenez (Finance Committee Chair). Staff also reached out to multiple references for both firms. After reviewing the references' feedback and the presentations, it was determined that Haynie & Company was the best fit for the Town.

HISTORY AND PREVIOUS BOARD ACTION

In 2018, the Town issued an Audit RFP and ultimately selected Fiscal Focus Partners (FFP). FFP has performed the Town's Financial Audit for the previous 5 years. FFP is no longer performing Single Audits and communicated to the Town that we would need to select new auditors as the Town will require a Single Audit for the 12.31.22 year-end. The Town and FFP have a good working relationship, and FFP is fully aware that the Town will be using Haynie & Company for the 12.31.22 audit.

RECOMMENDATION

Staff recommends approval of Resolution 22-66

ALTERNATIVES

ATTACHMENTS

1. Haynie Company (Financial Audit) Reso (1)
2. Haynie & Company Contract_signed

FINANCIAL CONSIDERATIONS

The Scope of Services is attached to the contract and shows that the Financial Audit will be \$24,000 plus \$7,000 for the Single Audit.

RESOLUTION NO. 22-66

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF
FIRESTONE AND HAYNIE & COMPANY FOR FINANCIAL AUDIT SERVICES**

WHEREAS, the Town of Firestone (“Town”) is in need of professional services to perform its annual audit for a period of five years, beginning with the fiscal year ending on December 31, 2022 (“Project”); and

WHEREAS, the Town published a request for proposals (“RFP”) for such services for the Project; and

WHEREAS, the Town has evaluated the proposals submitted in response to the RFP, and finds that Haynie & Company is the most qualified for the professional services described in the RFP; and

WHEREAS, the Town finds that Haynie & Company has the expertise, qualifications, and experience to perform the work and duties required for the Project, and desires to select Haynie & Company for the RFP and to enter into an agreement with Haynie & Company 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 RFP to Haynie & Company 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 Haynie & Company 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 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 **HAYNIE & COMPANY** an independent Consultant with a principal place of business at 1221 West Mineral Avenue, Ste 202, Littleton, Colorado 80120 ("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: **Financial Audit Services (A2022-9907)**.

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 Consultant over the next five (5) years an amount not to exceed \$One Hundred Seventy Thousand Five Hundred Dollars (170,500.00). 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

A. 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 subConsultants 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

A. 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

Drew Peterson, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

HAYNIE & COMPANY

By:

Ty Holman, Partner

DEPARTMENT PROGRAM AFFIDAVIT

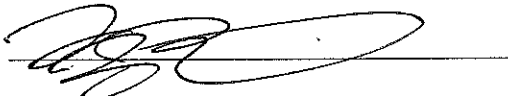
To be completed only if Consultant participates in the Department of Labor Lawful Presence Verification Program

I, Haynie & Company, 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

5/16/22
Date

STATE OF COLORADO)

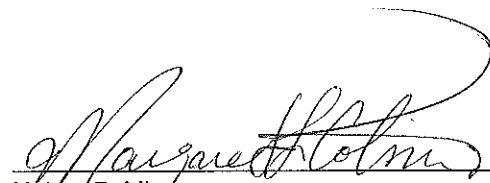
) ss.

COUNTY OF Arapahoe)

The foregoing instrument was subscribed, sworn to (or affirmed) before me this 16 day of May, 2022, by Ty Holman as Representative of Haynie & Company.

My commission expires:

(SEAL)


Notary Public

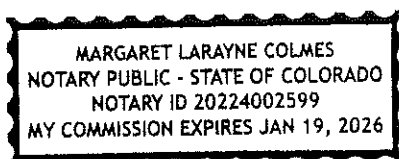


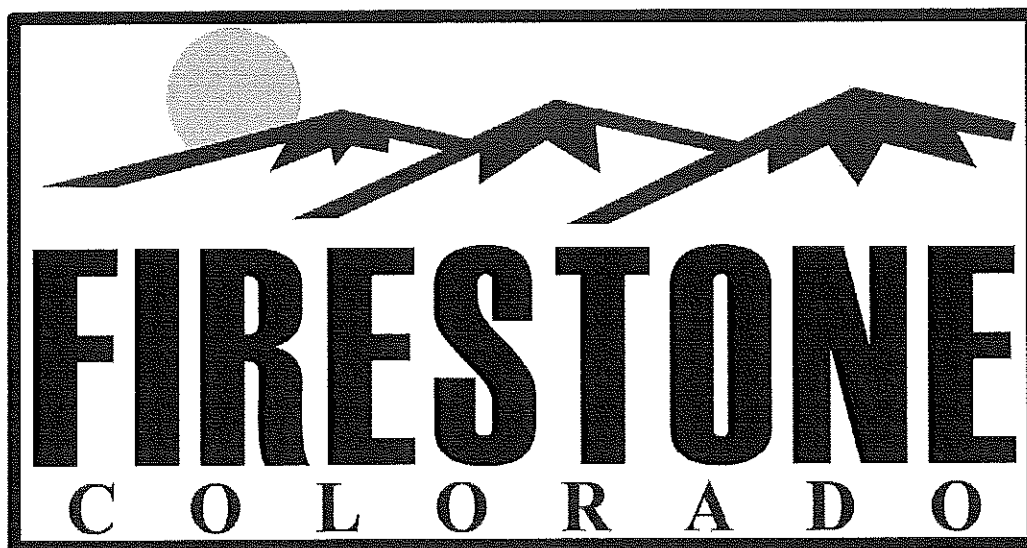
EXHIBIT A
SCOPE OF SERVICES

Consultant's Duties

Per RFP A2022-9907, submitted by Abbey Irvine on April 1, 2022



Dollar Cost Bid



RFP A2022-9907

Financial Audit Services

For the Years Ending December 31, 2022 – 2026

Submitted by:

Abbey Irvine, CPA

200 E. 7th Street, Suite 300

Loveland, CO 80537

970-667-5316

AbbeyI@HaynieCPAs.com

April 1, 2022

This dollar cost bid is being submitted on behalf of Haynie & Company by Ty Holman, CPA. Ty is a Partner with Haynie & Company and is entitled to represent the firm, empowered to submit this bid and authorized to sign a contract with the Town of Firestone.

We believe our fees are competitive and reflect our desire to be of service to you. We continually strive to keep our fees at the lowest level consistent with the highest professional standards and your requirements for timely services. We will work closely with your personnel and anticipate their active participation in the areas where they can contribute to the audit effort and minimize our fees.

Our fees include all out-of-pocket expenses such as report printing, postage, etc. We do not charge additional fees for general accounting and audit inquiries throughout the year. The fees quoted are with the understanding of cooperation from your staff in completing the information requested in our client organizer.

All-Inclusive Fee for the Year Ending December 31, 2022

\$24,000 – financial statement audit
\$7,000 for a Single Audit – up to 2 major programs

All-Inclusive Fee for the Year Ending December 31, 2023

\$25,000 – financial statement audit
\$7,500 for a Single Audit – up to 2 major programs

All-Inclusive Fee for the Year Ending December 31, 2024

\$26,000 – financial statement audit
\$8,000 for a Single Audit – up to 2 major programs

All-Inclusive Fee for the Year Ending December 31, 2025

\$27,000 – financial statement audit
\$8,500 for a Single Audit – up to 2 major programs

All-Inclusive Fee for the Year Ending December 31, 2026

\$28,000 – financial statement audit

\$9,500 for a Single Audit – up to 2 major programs

Rates by Partner, Specialist, Supervisory and Staff Level Hours Anticipated for Each

Fee for the year ending December 31, 2022

Staff Type	Estimated Hours	Quoted Hourly Rate	Bid Amount
Partners	20	\$320	\$ 6,400
Managers	48	\$185	\$ 8,880
Staff	80	\$125	\$10,000
Courtesy Discount			(\$ 1,280)
Total Not-to-Exceed			\$24,000

Additional Services

Single Audit (if necessary): \$7,000 (up to 2 major programs)

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.d

Discussion/Action

Meeting Date: May 25, 2022

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 22-67: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A DESIGN AND CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND AMERICAN RAMP COMPANY FOR THE DESIGN AND CONSTRUCTION OF MOUNTAIN SHADOWS PUMP TRACK AND BIKE PARK

SUMMARY

The Mountain Shadows pump track, and bike park will allow cyclists of all ages to develop skills for off-road biking rather than trying to learn in more challenging terrain such as mountain trails. The layout will consider a mixture of asphalt and dirt pathways, intersections, and turns to allow riders to develop various ways of traversing the track.

These types of parks have become hotspots for all ages of riders seeking fun and action-filled sports experience. The park's paths and obstacles will provide playgrounds and training facilities for bikers, skateboarders, or scooter riders at any skill level. Pump Tracks have become a hive of community activity and a popular destination for the whole family. Riders can enjoy practicing the basic skills of carrying momentum, balance, and speed by using their arms and legs to pump their bike/board/scooter around the track. As the rider gets better, the tracks are designed to provide more challenges with increased speed and skill, with no changes to the construction.

The track will provide a safe space for kids and adults to enjoy the benefits of off-road cycling in a relatively small and controlled area.

HISTORY AND PREVIOUS BOARD ACTION

Staff discussed Mountain Shadows pump track and bike park with the Board of Trustees at the 2022 Budget Work Session last October.

RECOMMENDATION

Staff recommends approval of Resolution 22-67, approving a Design and Construction Agreement with American Ramp Company for the design and construction of the Mountain Shadows Park pump track and bike park.

ALTERNATIVES

The Board may choose not to approve Resolution 22-67 and provide staff with additional direction.

ATTACHMENTS

1. Res No 22-67- Pump Track and Bike Park-American Ramp Company (1)
2. ARC Signed Design_Build Contract
3. pumptrack-Sample
4. playgroundbike-Sample

FINANCIAL CONSIDERATIONS

The agreement includes an amount not to exceed \$320,000.00. Sufficient funds are budgeted and available in the Capital Improvement Projects Fund.

RESOLUTION NO. 22-67

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING A DESIGN AND CONSTRUCTION CONTRACT
BETWEEN THE TOWN OF FIRESTONE AND AMERICAN RAMP COMPANY FOR
THE DESIGN AND CONSTRUCTION OF MOUNTAIN SHADOWS PUMP TRACK
AND BIKE PARK**

WHEREAS, the Town of Firestone ("Town") is in need of a Contractor to design and construct the Mountain Shadows Pump Track and Bike Park; and

WHEREAS, the Town issued an invitation for bids for the work and American Ramp Company was the only respondent; and

WHEREAS, in addition to staff determining that American Ramp Company has the expertise and experience to perform the work, American Ramp Company is an approved Sourcewell contractor which is a national organization which provides public entities including agencies of the State of Colorado with competitively approved contractors.

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

The Design and Construction Contract between the Town of Firestone and American Ramp Company for the Design and Construction of Mountain Shadows Pump Track and Bike Park 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

DESIGN AND CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract" or "Agreement") is made and entered into this 12th day of May, 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 American Ramp Company, an independent contractor with a principal place of business at 601 S. McKinley Ave. Joplin, MO 64801 ("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: **Design and Construction of Mountain Shadows Park Pump Track & Bike Park P2022-9332**

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. DESIGN PROFESSIONAL

This Project will be designed by: American Ramp Company, who is hereinafter called DESIGN PROFESSIONAL and who is to act as FIRESTONE's representative, assume all duties and responsibilities and have the rights and authority assigned to DESIGN PROFESSIONAL in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

III. CONTRACT TIMES; COMMENCEMENT AND COMPLETION OF WORK

A. The Work shall be substantially completed within 365 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 **\$320,00.00** (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 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. WORKERS WITHOUT AUTHORIZATION

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. Exhibit to this Construction Contract:
 - 1. Exhibit A: Design Professional Services Scope of Work.
 - 2. Exhibit B: Construction Services Scope of Work.
- B. Performance Bond and Labor & Material Payment Bond.
- C. "Drawings" consisting of Final As-Built of Mountain Shadows Park Pump Track & Bike Park once construction is completed.
- D. Addendum numbers:
 - 1. Addendum #1: _____.
 - 2. Addendum #2: _____.
- E. 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 FIRESTRONE, COLORADO

Drew Peterson, Mayor

ATTEST:

Jessica Koenig CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

American Ramp Company

By: _____

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:

(S E A L)

Notary Public

NO EMPLOYEE AFFIDAVIT

To be completed only if Contractor has no employees

1. Check and complete one:

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

OR

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

2. Check one.

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

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

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

OR

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

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

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

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

I, _____, 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 _____, 2020, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

EXHIBIT A

DESIGN PROFESSIONAL SERVICES SCOPE OF WORK

Design Professional Duties

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

TASK 1.0- DESIGN DEVELOPMENT

1.1 Design Kickoff Meeting (WEBINAR)

- Meeting with City staff to review/discuss design development, project budget, schedule, etc.

1.2 Site Review

- Virtually review location of bike park/pump track for opportunities and constraints.
- Discuss potential locations for entry, spectator viewing, and drainage flow.

1.3 Create Conceptual Design and Review (WEBINAR)

- ARC team to present conceptual design to city staff.
- Review/discussion of design development, project budget, schedule, etc.

1.4 Design Revisions

- Revise concept design based on initial feedback from city staff (up to 2-revisions included).
- Verify the design is responsive to the site and budget.

1.5 Final Design/Deliverables Review (WEBINAR)

- ARC team to present final concept design to city staff.
- Provide cost estimate for construction of approved bike park/pump track design.
- Provide breakdown of material types and quantities to construct bike park/pump track.

Design Professional'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:

-
- 2D overhead/3D rendering
 - Final design, including large poster size print
 - Phasing plan as appropriate
 - Project cost estimate

EXHIBIT B

CONSTRUCTION SERVICES SCOPE OF WORK

Contractor's Duties

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

TASK 2.0- CONSTRUCTION PHASE

2.1 INCLUDES*:

- All labor, supplies, tools, materials, and equipment required per scope of work
- Fabrication and installation of all Bike Park elements
- All materials/labor required to construct rideable bike park components per design
- Earthmoving techniques/compaction of pump track
- Pour and Finish of Asphalt

2.2 EXCLUDES*:

- Fencing of any kind
- Site testing and inspections: standard proctor/density testing, onsite concrete cylinders, engineering, surveying, or testing services.
- Utility, mechanical, electrical, plumbing work, relocation or repairs of any kind.
- Any landscaping
- Toxic or hazardous material handling or removal.
- Dewatering, silt fence, soil stabilization, erosion control, street cleaning, and traffic control.
- Any work not specifically indicated above.

2.3 CUSTOMER PROVIDES*:

- Sufficient water and electrical power within 100 feet of work areas.
- Unobstructed, safe, and continuous access to work area with heavy equipment. All weather roads for heavy equipment.

-
- All necessary site information including topography, site surveying, and elevations.

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:

- Fully constructed asphalt pump track and bike park.
- Final As-Builts of asphalt pump track and bike park.





**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.e

Discussion/Action

Meeting Date: May 25, 2022

Initiated By: Jessica Koenig

Dept: Board of Trustees

AGENDA TITLE

Resolution 22-68: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE SECOND AMENDMENT TO THE TOWN MANAGER'S EMPLOYMENT AGREEMENT

SUMMARY

In March 2022, the Board of Trustees met with the Town Manager to review and evaluate his performance. Upon the basis of the review and evaluation, the Board of Trustees desires to amend the Town Manager's Compensation.

HISTORY AND PREVIOUS BOARD ACTION

On April 10, 2019, the Town of Firestone entered into an Employment Agreement with AJ Krieger to serve as Town Manager.

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

1. 22-68 Town Manager's Second Amend Employment Agmt Res
2. Second Amend Town Manager (2)

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 22-68

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING THE SECOND AMENDMENT TO
THE TOWN MANAGER'S EMPLOYMENT AGREEMENT**

WHEREAS, on April 10, 2019, the Town of Firestone entered into an Employment Agreement ("Agreement") with Arthur J. Krieger to serve as Town Manager; and

WHEREAS, the Agreement provides that the Town Manager's performance shall be reviewed and evaluated by the Board of Trustees no less frequently than on an annual basis; and

WHEREAS, in April and May of 2021 the Board of Trustees met with the Town Manager to review and evaluate his performance; and

WHEREAS, upon the basis of such review and evaluation, the Board of Trustees amended the Town Manager's Compensation and Paid Time Off as set forth in the First Amendment to the Town Managers Employment Agreement; and

WHEREAS, in March 2022 the Board of Trustees met once again with the Town Manager to review and evaluate his performance; and

WHEREAS, upon the basis of the review and evaluation, the Board of Trustees desires to amend the Town Manager's Compensation.

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

The Second Amendment to the Town Manager's Employment Agreement is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Second 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

**SECOND AMENDMENT TO THE TOWN MANAGER'S EMPLOYMENT
AGREEMENT**

This Second Amendment to the Town Manager's Employment Agreement is made and entered into this 25th day of May 2022, by and between the Town of Firestone, Colorado, and Arthur J. Krieger, the Town Manager.

WHEREAS, on April 10, 2019, the Town of Firestone entered into an Employment Agreement ("Agreement") with Arthur J. Krieger to serve as Town Manager; and

WHEREAS, the Agreement provides that the Town Manager's performance shall be reviewed and evaluated by the Board of Trustees no less frequently than on an annual basis; and

WHEREAS, in April and May of 2021 the Board of Trustees met with the Town Manager to review and evaluate his performance; and

WHEREAS, upon the basis of the review and evaluation, the Board of Trustees amended the Town Manager's Compensation and Paid Time Off as set in the First Amendment to the Town Manager's Employment Agreement; and

WHEREAS, in March 2022 the Board of Trustees met again with the Town Manager to review and evaluate his performance; and

WHEREAS, upon the basis of the review and evaluation the Board of Trustees desires to amend the Town Manager's Compensation.

NOW, THEREFORE, the parties agree as follows:

Section 1. Section 3, Compensation, of the Agreement is amended by increasing the Town Manager's annual base salary from \$183,750.00 to \$210,000.00.

Section 2. The increased Compensation shall be effective as of May 25, 2022.

Section 3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed this Second Amendment to Agreement as of the date first above written.

TOWN OF FIRESTONE, COLORADO

TOWN MANAGER

Drew Alan Peterson, Mayor

Arthur J. Krieger

ATTEST:

APPROVED AS TO FORM:

Jessica Koenig, CMC, Town Clerk

William P. Hayashi, Town Attorney

Hours/Units/Types Summary

PC	Title	Hours	Net Type	Amount	Info Type	Amount
1-00	Regular Pay	14,170.25	Direct Deposit Net	668,879.58	Informational	0.00
1-06	PD Shift Supervisor	24.00	Net	21,093.89	Fringe Benefits	16.78
2-00	Overtime Pay	169.25	3rd Party Pay Net	2,910.16		
3-00	Paid Time Off & EIB	2,769.56				
5-00	Call Outs	4.00				
5-03	Standby	0.00				
7-00	HolidayTO, Holiday Wrk	399.64				
8-10	PD Grant/Contracts	20.00				
8-00	Miscellaneous Pay	88.00				
8-25	Reserve Active Duty	104.00				
8-26	PHE - Public Health Emerg	39.50				
8-27	Leave of Absence wo Pay	82.42				
8-28	PD POPS Programs	0.00				
9-01	Comp Time Earned	10.00				
9-02	Comp Time Used	24.50				
Grand Totals:		<u>17,905.12</u>		<u>692,883.63</u>		<u>16.78</u>

Pay Code Totals - Employee

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
1-01	Regular Pay	829,445.83	8-16	Employee Bonus	0.00	61-02	HSA7300	-8,087.84
1-03	Mayor/Trustee	2,150.00	8-20	Retro Pay (non-FPPA)	0.00	61-10	FSA- Dependent Care	-2,083.30
1-04	Temporary	3,430.00	8-25	Reserve Active Duty	0.00	61-11	FSA- Limited Purpose	-441.66
1-06	PD Shift Supervisor	1,599.90	8-26	PHE - Public Health Emergenc	1,224.50	61-12	FSA - Medical	-2,231.04
2-00	Overtime	7,389.19	8-28	PD POPS Programs	0.00	62-00	Dental Insurance	-975.68
3-01	PTO	57,326.27	9-02	Comp Time	584.05	63-00	Vision	-327.00
3-05	PTO Payout	7,851.60	19-00	3rd Party Pay	2,952.96	64-97	Critical Illness Insurance	-692.85
3-10	Contract PTO	0.00	21-01	Stipend	0.00	64-98	Vol/ADD, Sps,Chld LIFE	-1,906.40
4-01	EIB	4,033.57	21-02	Cell Phone Stipend	275.00	64-99	Accident Insurance	-829.66
5-01	Call Outs	123.50	30-04	Life Ins > 50k	16.78	70-01	Misc Deduction	0.00
5-02	PD Call Outs	0.00	50-01	FPPA 457	-3,180.24	70-02	Child Support	-837.50
5-03	Standby	0.00	50-02	FPPA PD Pension	-36,922.80	70-03	Garnishment	-800.87
7-01	Holiday Time Off	16,528.62	50-03	FPPA ROTH	-760.29	70-04	Equipment	-1,034.40
7-02	Holiday Work SW	0.00	51-01	PERA	-52,685.84	70-05	ICMA Loan Payment	0.00
7-03	Holiday Work NSW	0.00	51-02	PERA+457	-987.92	74-00	Soc Sec	-2,904.35
8-01	Misc Pay	0.00	51-03	PERA Life	-62.00	75-00	Medicare	-13,705.91
8-02	Retro Pay	45,953.00	51-05	PERA 401k	-1,166.34	76-00	FWT	-99,827.59
8-04	Bereavement	1,608.00	51-07	PERA 457 Roth	-1,384.62	77-00	SWT	-33,476.00
8-06	Snow Day	0.00	52-01	ICMA 401a	-375.00	79-00	3rd Party Medicare	-42.80
8-08	Pd Admin Leave	0.00	52-02	ICMA 457b-Pre	-1,387.70	85-00	Net Pay - check	21,093.89
8-10	PD Grant	1,364.46	52-04	ICMA 457b-Post	-592.31	86-00	Dir Deposit	668,879.58
8-12	Jury Duty	263.92	60-00	Health Insurance	-19,435.66	89-00	3rd Party Net	-2,910.16
8-13	Military Leave	0.00	61-01	HSA3650	-2,014.66			

Pay Code Totals - Employer

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
50-02	FPPA - Polic	28,418.94	61-02	HSA7300	5,700.00	75-00	Medicare	13,748.73
51-01	PERA	88,202.14	62-00	Dental Insurance	5,999.81	91-00	Long Term Disability	2,134.94
51-04	PERA AED/SAED	1,754.80	63-00	Vision Insurance	896.44	92-00	Short Term Disability	2,098.96
52-01	ICMA 401a	1,700.00	64-97	Critical Illness Insurance	9.80	93-00	Police Pension	9,956.92
52-02	ICMA 457b	2,544.24	64-98	Vol/ADD, Sps,Chld LIFE	15.90	94-00	Basic Life & AD&D	1,505.66
60-00	Health Insurance	86,768.51	64-99	Accident Insurance	12.39	95-01	Employee Asst Plan	612.88
61-01	HSA3650	2,600.00	74-00	Social Security	2,904.35	98-00	State Unemployment	1,957.49

Name	Total Paid
Total 4 RIVERS EQUIPMENT, LLC:	2,179.99
Total ACCESS/ADAMS DATA MANAGEMENT, LLC:	201.22
Total ACE HARDWARE OF FIRESTONE:	43.98
Total ADAMSON POLICE PRODUCTS:	240.00
Total AIRGAS INC:	45.28
Total ALAN PLUMMER AND ASSOCIATES, INC:	60,635.57
Total ALERUS (EMPLOYER FUND):	602.28
Total ALERUS (FEE FUND):	336.80
Total ALERUS (WKLY CARD FUND):	2,652.79
Total ALERUS (COBRA):	83.50
Total ANYTIME FITNESS:	392.50
Total APEX SHREDDING, INC.:	120.00
Total AUDIO VISUAL INNOVATIONS INC:	22,084.87
Total B K TIRE, INC:	1,241.27
Total BAREFOOT RESIDENTIAL LLC:	10,481.32
Total BENEFIT TECHNOLOGY RESOURCES, LLC:	218.00
Total Black Hills Energy:	7,633.07
Total BOHANNAN HUSTON INC:	18,258.49
Total BUDGET CONFERENCING:	119.79
Total BUTLER SNOW LLP:	1,363.00
Total C & W TRUCK AND TRAILER, LLC:	1,586.81
Total CARBON VALLEY CHAMBER OF COMMERCE:	30.00
Total CARBON VALLEY HALF MARATHON:	2,000.00
Total CARBON VALLEY TREE CARE:	6,250.00
Total CENTRAL WELD COUNTY WATER DISTRICT:	26.27
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	48,434.34
Total CENTURY LINK:	548.05
Total CESARE, INC:	2,896.25
Total CHASE PAYMENTNET:	84,192.66
Total CHICAGO TITLE (WSTMN):	.87
Total CHICAGO TITLE (TUFTS):	35.24
Total CIGNA HEALTH & LIFE INSURANCE CO:	113,136.74
Total CINTAS FIRST AID & SAFETY:	1,049.56
Total COLORADO CIVIL GROUP INC.:	47,442.50
Total COLORADO STATE TREASURER:	3,727.73
Total CROSBIE REAL ESTATE GROUP, LLC:	1,000.00
Total DANA KEPNER COMPANY INC.:	3,741.93
Total DBC IRRIGATION SUPPLY:	817.72
Total DELTA DENTAL OF COLORADO, INC:	7,516.36

Name	Total Paid
Total DESIGN CONCEPTS CLA, INC:	2,756.00
Total DISCOUNT FORKLIFT INC:	6,785.20
Total DITESCO LLC:	59,572.71
Total ELECTION SYSTEMS & SOFTWARE:	39.95
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	399.13
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	30,161.39
Total ENVIROTECH SERVICES INC.:	6,178.83
Total E-Z EXCAVATING INC:	413,425.06
Total FASTENAL COMPANY:	26.79
Total FERGUSON WATERWORKS #1116:	4,097.80
Total FIDELITY NATIONAL TITLE - S DENVER:	62.26
Total FIDELITY NATIONAL TITLE-LONGMONT:	75.39
Total FIRST AMERICAN TITLE CO:	.15
Total FIRST AMERICAN TITLE INSURANCE COMPANY-E:	48.46
Total FIRST INTEGRITY TITLE COMPANY:	43.84
Total FRANSEN PITTMAN GENERAL CONTRACTORS:	23,404.80
Total FRED DIEHL CONSULTING:	4,050.00
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	717.50
Total FRONT RANGE PORTABLE RESTROOMS, LLC:	1,560.00
Total FRONTIER BUSINESS PRODUCTS:	3,334.77
Total FUZION FIELD SERVICES LLC:	3,907.04
Total G & G EQUIPMENT INC:	597.89
Total GBSM INC:	19,042.25
Total GENERAC POWER SYSTEMS INC:	19,200.00
Total GRAINGER:	4,302.01
Total GRAVES CONSULTING LLC:	4,225.00
Total GREAT PLAINS ADA CENTER:	500.00
Total GREELEY LOCK AND KEY:	317.47
Total GREEN GIRL RECYCLING SERVICES:	215.00
Total GREEN MILL SPORTSMAN'S CLUB, INC:	150.00
Total HARDLINE EQUIPMENT LLC:	143.29
Total HAYASHI & MACSALKA, LLC:	16,576.00
Total HEI CIVIL:	266,564.89
Total HERITAGE TITLE - TUFTS:	.64
Total HERITAGE TITLE-DENVER:	.00
Total HOMELIGHT TITLE:	39.10
Total HYDRANT METER REFUNDS:	7,727.97
Total INTEGRATED WATER SERVICES, INC:	738,548.47
Total INTERSTATE BATTERY OF THE ROCKIES:	641.75

Name	Total Paid
Total INTERSTATE FORD:	685.41
Total JAIME BROWER PSYCHOLOGICAL SERVICES:	600.00
Total JONES, STEPHEN:	1,100.00
Total KATHLEEN A. OATIS:	1,250.00
Total KG CLEAN INC:	7,767.28
Total KING CHEVROLET BUICK GMC:	588.42
Total KINSCO, LLC:	3,487.28
Total KISSINGER & FELLMAN P.C.:	213.50
Total KUNC THE COLORADO SOUND:	1,000.00
Total L. L. JOHNSON DISTRIBUTING CO.:	145.12
Total LAND TITLE-DENVER-2:	82.17
Total LAND TITLE-LONGMONT:	42.26
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	22,058.00
Total LAYNE CHRISTENSEN COMPANY:	51,965.00
Total LENNAR COLORADO:	176.80
Total LEONARD RICE ENGINEERS, INC:	47,539.84
Total LIFE STORIES:	250.00
Total LONGMONT HUMANE SOCIETY:	1,225.00
Total MAIN STREET MAT COMPANY, INC:	275.29
Total MCCANDLESS TRUCK CENTER, LLC:	277.84
Total MCCI, LLC:	5,187.38
Total MCDONALD FARMS ENTERPRISES INC:	4,217.50
Total MCI:	53.57
Total MICHOW COX & MCASKIN LLP:	661.50
Total MISC VENDOR:	1,303.35
Total MTECH MECHANICAL TECHNOLOGIES GROUP:	3,651.00
Total MUNICIPAL CODE CORPORATION:	346.40
Total MUTUAL OF OMAHA INSURANCE CO:	8,245.16
Total NCSI:	285.00
Total NEW CONSOLIDATED LOWER BOULDER RESERVOIR:	400.00
Total NEW IPT INC:	2,811.00
Total OFFICE DEPOT***DO NOT USE*** - USE 2400:	528.33
Total O'REILLY AUTO PARTS:	2,499.69
Total PAVEMENT REPAIR & SUPPLIES INC:	2,844.00
Total PAWNEE BUTTES SEED INC:	900.00
Total PINNACOL ASSURANCE:	3,595.88
Total POLICE EVIDENCE AUDIT LLC:	1,500.00
Total PUREWATER DYNAMICS, INC:	559.11
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	100.00

Name	Total Paid
Total RICHMOND AMERICAN HOMES:	131.36
Total RIPTIDE CAR & PET WASH:	890.50
Total RURAL DITCH COMPANY:	3,100.00
Total SAFE BUILT COLORADO INC:	59,313.38
Total SAFETY AND CONSTRUCTION SUPPLY INC:	3,552.51
Total SEACHANGE PRINT INNOVATIONS:	22,267.66
Total SIMPLIFILE:	190.75
Total SKYLINE SALT SOLUTIONS:	11,687.31
Total SPORTS FACILITIES ADVISORY LLC:	5,000.00
Total ST VRAIN SANITATION DISTRICT:	268.12
Total STEELOCK GENERAL FENCE CONTRACTOR:	425.00
Total STEVE BALCEROVICH:	1,250.00
Total SUMMIT DATA PROTECTION LLC:	18,075.00
Total THOMSON REUTERS-WEST:	221.45
Total Tier One Networking LLC:	7,976.00
Total TIMBER LINE ELECTRIC & CONTROL CORP:	30,854.00
Total TLTC DISTRIBUTING LLC:	1,712.00
Total Toilet Rebates:	150.00
Total TRANSWEST TRUCK TRAILER RV:	181.37
Total Treetop Products, Inc.:	1,833.87
Total TRIDENT SECURITY SYSTEMS INC:	150.00
Total UME CUSTOM EMBROIDERY:	5,654.98
Total UNIVERSITY AUTO PARTS, INC:	1,318.53
Total UTILITY NOTIFICATION CENTER OF COLORADO:	678.60
Total UTILITY REFUNDS -1:	470.89
Total VANCE BROTHERS INC:	4,551.14
Total VIA MOBILITY SERVICES:	4,560.00
Total VISION SERVICE PLAN - VSP:	1,311.88
Total WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ:	7,953.00
Total WAGNER EQUIPMENT CO.:	199.44
Total WAGNER WELDING SUPPLY CO.:	8.68
Total WATER TECHNOLOGY GROUP:	590,195.00
Total WEAR PARTS & EQUIP CO. INC:	4,167.76
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	751.50
Total WELD COUNTY INFORMATION TECHNOLOGY:	155.00
Total WESTERN PAPER DISTRIBUTORS:	158.74
Total WESTWATER RESEARCH, LLC:	10,000.00
Total WEX BANK:	12,816.10
Total WFG NATIONAL TITLE (DENVER):	101.45

Name	Total Paid
Total WFG NATIONAL TITLE (WSTMR):	40.46
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	429.95
Total WICKHAM TRACTOR CO, Inc:	551.93
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	39.00
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	2,255.09
Total ZILLOW CLOSING SERVICES:	12.97
Grand Totals:	3,090,836.00

Name	Total Paid
MISC VENDOR	
Total COTTRELL, GARY LEE:	348.54
Total SALAZ, KATHERINE A:	477.91
Total SWETNAM, RHONDA L:	476.90
Grand Totals:	1,303.35