



BOARD OF TRUSTEES

REGULAR MEETING AGENDA

October 26, 2022
6:30 PM
9900 Park Avenue
Firestone, CO 80504

PRE-MEETING WORK SESSION 6:00 PM IN THE TRAINING ROOM

AGENDA FOR THE WORK SESSION IS A DISCUSSION OF THE REGULAR MEETING AGENDA BELOW

REGULAR MEETING 6:30 PM IN THE BOARD ROOM

1. **Call to Order & Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
5. **Consent Agenda**
 - a. Approval of October 12, 2022 BOT Regular Meeting Minutes
 - b. **Resolution 22-112:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A MINOR SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN FIRELIGHT PARK MINOR SUBDIVISION
6. **Presentation**
 - a. Introduce Newly Promoted Sergeant
7. **Land Development**
 - a. **Resolution 22-113:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE FIRESTONE BUILDING DIVISION FEE SCHEDULE
 - b. TOWN OF FIRESTONE COMPREHENSIVE MASTER PLAN - PRELIMINARY PLANNING PUBLIC ENGAGEMENT SUMMARY

* 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.

- c. **Resolution 22-114**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MIG, INC. FOR PROFESSIONAL SERVICES FOR THE DEVELOPMENT OF THE TOWN OF FIRESTONE COMPREHENSIVE MASTER PLAN

8. Discussion/Action

- a. **PUBLIC HEARING: Resolution 22-97**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, DECLINING PARTICIPATION IN THE COLORADO FAMILY AND MEDICAL LEAVE INSURANCE PROGRAM
- b. **Resolution 22-115**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND RAFTELIS FINANCIAL CONSULTANTS, INC FOR PROFESSIONAL SERVICES.
- c. **Resolution 22-116**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING THE AMENDMENT TO THE NATIVE WATER DEDICATION AGREEMENT AND ADDENDUM BETWEEN THE TOWN OF FIRESTONE AND CK H2O VENTURES LLC A COLORADO LIMITED LIABILITY COMPANY, MILLRACE RESOURCES LLC A COLORADO LIMITED LIABILITY COMPANY AND FRONTIER VENTURES LLC, A COLORADO LIMITED LIABILITY COMPANY
- d. **Resolution 22-117**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PRESCRIBING THE TOWN OF FIRESTONE'S WATER RATES, FEES, TOLLS AND CHARGES AND STORAGE AND INFRASTRUCTURE INVESTMENT FEES

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

10. Reports

- a. Staff

10.a.i. September Monthly Financial Reports

- b. Mayor

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c. Trustees

11. Adjournment

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**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.a

Consent Agenda

Meeting Date: October 26, 2022

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Approval of October 12, 2022 BOT Regular Meeting Minutes

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of draft October 12, 2022 Meeting Minutes

ALTERNATIVES

ATTACHMENTS

1. 10-12-2022 BoT Minutes

FINANCIAL CONSIDERATIONS

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
October 12, 2022

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on October 12, 2022, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Peterson called the meeting to order at 6:30PM.

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- **Excused**
Doug Sharp

Staff: **Present:** Jan Sloat, Director of Human Resources; Matt Wiederspahn, Town Engineer; Paula Mehle, Director of FURA & Economic Development; Raelynn Ferrera, Assistant to the Town Manager; Katie Hansen, Christine Morrison, Accounting Division Manager; Julie Pasillas, Director of Public Works; Todd Bjerkaas, Director of Planning & Development; David Angelo, Chief of Police; Miriam Luna Gonzalez, Assistant Town Clerk; AJ Krieger, Town Manager; & William Hayashi, Town Attorney

2. Pledge of Allegiance

Mayor Peterson led the pledge of allegiance.

3. Approval of Agenda

Motion by Trustee Conyac, **second** by Trustee Jimenez, to Amend the Agenda to move Agenda Item 5a, An Executive Session, as new item 11 and move item 11, Adjourn, as item 12, All in Favor, **Motion carried.**

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

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

Bobby Matthews, a Firestone resident, gave public comment regarding concerns about high water rates.

5. Executive Session

- a. An executive session pursuant to C.R.S. 24-6-402 (4)(b) for a conference with legal counsel for the Town for the purpose of instructing negotiators for raw water purchases.

Motion by Trustee Jimenez, **second** by Trustee Conyac, to go into an executive session pursuant to C.R.S. 24-6-402 (4)(b) for a conference with legal counsel for the Town for the purpose of instructing negotiators about raw water purchases.

Open time: 8:08 PM.

Close time: 9:11 PM

6. Consent Agenda

Motion by Trustee Jimenez, **second** by Trustee Conyac, to Approve Consent Agenda

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Jimenez, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried

- a. Approval of September 28, 2022 Board of Trustees Minutes

7. Presentation

- a. Honor to Officer Richard E. Hart

8. Discussion/Action

- a. **Resolution 22-111:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MAINTENANCE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND SADDLEBACK HEIGHTS HOMEOWNERS' ASSOCIATION REGARDING CERTAIN REAL PROPERTY LOCATED WITHIN THE SADDLEBACK HEIGHTS SUBDIVISION

Motion by Trustee Conyac, **second** by Trustee Whelan, to Approve **Resolution 22-111:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MAINTENANCE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND SADDLEBACK HEIGHTS HOMEOWNERS' ASSOCIATION REGARDING CERTAIN REAL PROPERTY LOCATED WITHIN THE SADDLEBACK HEIGHTS SUBDIVISION

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Jimenez, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried.

- b. **PUBLIC HEARING: Resolution 22-108:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS IN FISCAL YEAR 2022 AND ADOPTING AN AMENDED BUDGET FOR THE BUDGET YEAR 2022

Mayor Peterson opened the public hearing for Resolution 22-108 at 6:48 PM.

Christine Morrison, Accounting Division Manager, presented to the Board of

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

Mayor Peterson closed the public hearing at 6:52 PM.

Motion by Trustee Whelan, **second** by Trustee Jimenez, to Approve **PUBLIC HEARING: Resolution 22-108:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS IN FISCAL YEAR 2022 AND ADOPTING AN AMENDED BUDGET FOR THE BUDGET YEAR 2022

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Jimenez, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried.

- c. **Resolution 22-109:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 1 TO THE PROCUREMENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WATER TECHNOLOGY GROUP FOR THE PURCHASE OF PUMPS AND ASSOCIATED CONTROLS FOR THE FIRESTONE ALLUVIAL SUPPLY TREATMENT HORIZONTAL WELL PUMP STATION

Motion by Trustee Conyac, **second** by Trustee Sharp, to Approve **Resolution 22-109:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 1 TO THE PROCUREMENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WATER TECHNOLOGY GROUP FOR THE PURCHASE OF PUMPS AND ASSOCIATED CONTROLS FOR THE FIRESTONE ALLUVIAL SUPPLY TREATMENT HORIZONTAL WELL PUMP STATION

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Jimenez, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried.

- d. **Resolution 22-110:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO.3 TO THE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND INTEGRATED WATER SERVICES INC FOR CONSTRUCTION OF A PUMP STATION FOR THE ST. VRAIN WATER TREATMENT PLANT

Motion by Trustee Jimenez, **second** by Trustee Conyac, to Approve **Resolution 22-110**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO.3 TO THE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND INTEGRATED WATER SERVICES INC FOR CONSTRUCTION OF A PUMP STATION FOR THE ST. VRAIN WATER TREATMENT PLANT

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Jimenez, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried.

e. Planning and Land Use Discussion

Todd Bjerkaas, Director of Planning & Development, presented a Planning and Land Use Overview.

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

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

10. Reports

a. Staff

AJ, the Town Administrator, spoke in regard to the water rate increase.

b. Mayor

Mayor thanked the staff for their budget reports and encouraged residents to get involved. Mayor Peterson spoke about the water rate increase and shared with the board a thank you letter from Shine Prom.

c. Trustees

Trustee Sharp reported about the water fees. Trustee Sharp had the opportunity to attend a tabletop exercise at the Emergency Operations Center and gave a report of the conversations that took place.

11. Adjournment

Motion by Trustee Sharp, **second** by Trustee Whelan, to Adjourn at 9:16 PM, All in Favor, **Motion carried.**

Introduced and Approved the 26 of October, 2022.

TOWN OF FIRESTONE, COLORADO

ATTEST

Drew Peterson, Mayor

Miriam Luna Gonzalez, Assist. Town Clerk

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.b

Consent Agenda

Meeting Date: October 26, 2022

Initiated By: Michelle Dollmaier

Dept: Planning & Development

AGENDA TITLE

Resolution 22-112: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A MINOR SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN FIRELIGHT PARK MINOR SUBDIVISION

SUMMARY

On July 13, 2022, the Board of Trustees approved Resolution 22-79, a resolution approving the Firelight Park Minor Subdivision Plat. The applicant is asking for a one hundred and twenty (120) day extension to comply with the conditions set forth in Section 2 of the resolution.

HISTORY AND PREVIOUS BOARD ACTION

On July 13, 2022, the Board of Trustees approved Resolution 22-79, a resolution approving the Firelight Park Minor Subdivision Plat.

RECOMMENDATION

Staff recommends the Board of Trustees approve Resolution 22-112.

ALTERNATIVES

n/a

ATTACHMENTS

1. Resolution 22-112
2. Firelight Park Minor Subdivision Plat
3. Extension Request for Recordation

FINANCIAL CONSIDERATIONS

n/a

RESOLUTION NO. 22-112

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A MINOR
SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED
WITHIN FIRELIGHT PARK MINOR SUBDIVISION**

WHEREAS, the Board of Trustees, by duly-adopted Resolution No. 22-79, dated July 13, 2022, approved the Firelight Park Minor Subdivision Plat (the “Minor Plat”), submitted by Fire Voyage Ventures LLC (“Applicant”), as owner of certain real property located within Firelight Park (the “Property”); and

WHEREAS, Applicant has requested that the Board of Trustees extend the date of approval of the Minor Plat for a period of one hundred and twenty (120) days to February 13, 2023; AND

WHEREAS, the Board of Trustees has reviewed Applicant’s request and, based on the application materials, has determined that there are no reasons to deny an extension of time.

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

Section 1. The Board of Trustees hereby approves a one hundred and twenty (120) day extension for the Firelight Park Minor Subdivision Plat to February 13, 2023 subject to the following conditions:

(a) All conditions of the original Firelight Park Minor Subdivision Plat approval from July 13, 2022, as set out in Resolution No. 22-79, shall remain valid and in full force and effect, and shall apply to the extension request; and

(b) If not executed and record by February 13, 2023 the Firelight Park Minor Subdivision Plat shall lapse, unless extended by resolution of the Board of Trustees.

Section 2. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Firelight Park Minor Subdivision Plat, and the extension thereof, as provided by Resolution No. 22-79 and this Resolution, shall be null and void if the conditions set forth in Section 1 are not satisfied.

PASSED AND ADOPTED this ____ day of October, 2022.

Drew Alan Peterson, Mayor

ATTEST:

Miriam Luna Gonzalez, Acting Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Firelight Park Minor Subdivision Plat

EXHIBIT B
Firelight Park Minor Subdivision Plat
Subdivision Development Agreement

FIRELIGHT PARK MINOR SUBDIVISION PLAT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
70.10 ACRES - 4 LOTS - 6 TRACTS
CASE NO. NRMP-21-011

DEDICATION AND OWNERSHIP STATEMENT

KNOW BY ALL MEN THESE PRESENTS THAT THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, OR LIEN HOLDERS OF CERTAIN LANDS IN THE TOWN OF FIRESTONE, COUNTY OF WELD, COLORADO, DESCRIBED AS FOLLOWS:

A REPLAT OF LOTS A AND B, RECORDED EXEMPTION NO. 1313-05-3-RE-2794, RECORDED AT RECEPTION NO. 2789721, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

LESS ROADS

ALSO DESCRIBED AS:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE NORTH END BY A FOUND 2" ALUMINUM CAP STAMPED "1994 LS 25937" AND AT THE SOUTH END BY A FOUND 3-1/4" ALUMINUM CAP (ILLEGIBLE). SAID WEST LINE BEARS NORTH 00°44'33" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 5;

THENCE SOUTH 89°29'45" EAST 60.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF FAIRVIEW STREET, AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE AND CONTINUING SOUTH 89°29'45" EAST 1195.75 FEET;

THENCE SOUTH 00°45'54" WEST 2522.08 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 119;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

- SOUTH 87°16'21" WEST 677.75 FEET;
- SOUTH 87°16'24" WEST 268.13 FEET;
- SOUTH 87°35'28" WEST 311.06 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID WEST LINE NORTH 2591.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,053,725 SQUARE FEET, OR 70.10 ACRES, MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, TRACTS, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF FIRELIGHT PARK MINOR SUBDIVISION PLAT. THE EASEMENTS SHOWN HEREON ARE DEDICATED TO THE TOWN AND THE PUBLIC, FOR PUBLIC USES AND PURPOSES AS SHOWN HEREON.

OWNER:

BY: _____ AS: _____

DATE _____ TITLE: _____

BY: _____ AS: _____

DATE _____ TITLE: _____

BY: _____ AS: _____

DATE _____ TITLE: _____

ATTEST: _____

STATE OF COLORADO)
COUNTY OF WELD) ss.

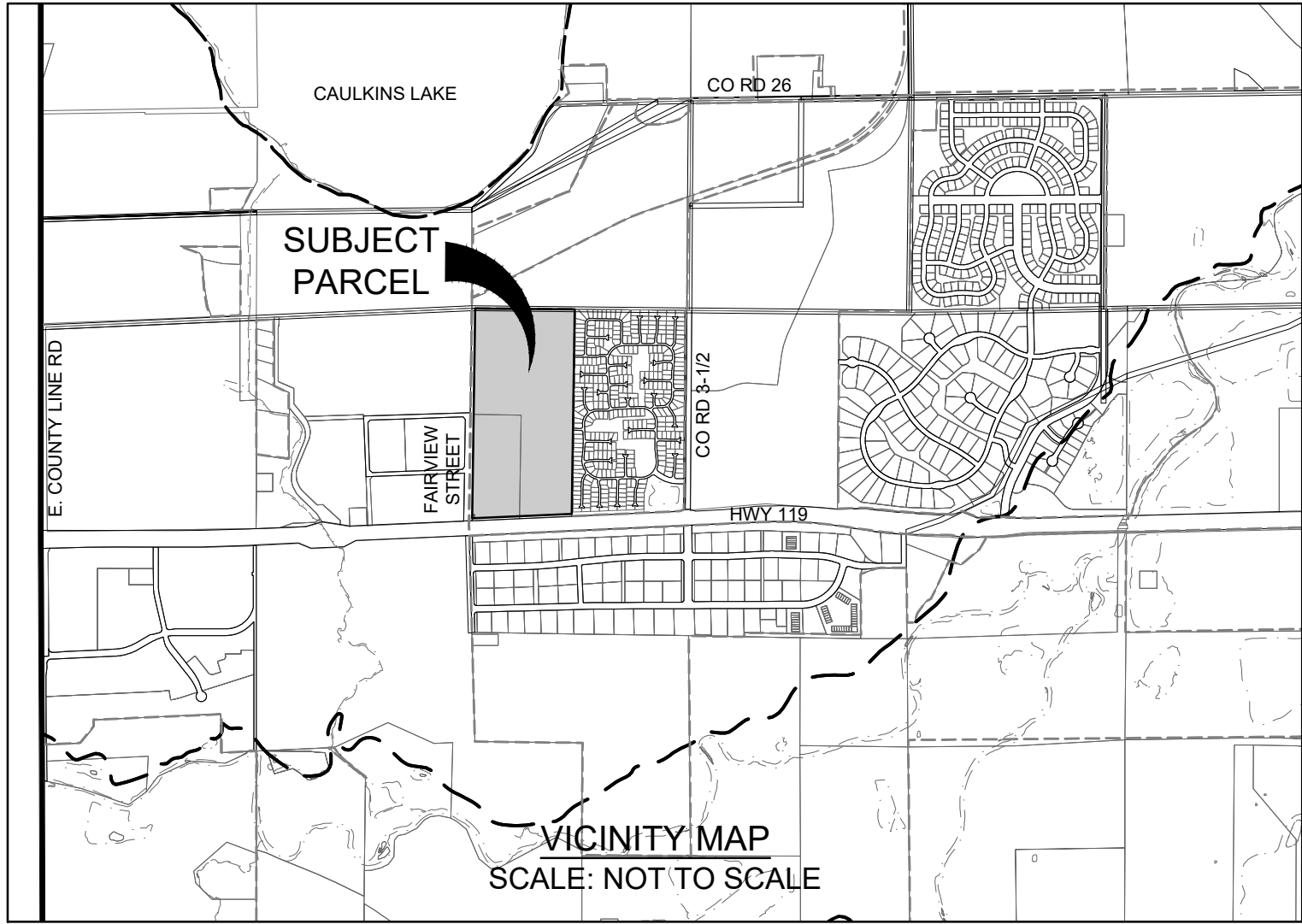
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY _____ AS _____.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



BOARD OF TRUSTEES APPROVAL CERTIFICATE

THIS PLAT IS TO BE KNOWN AS FIRELIGHT PARK MINOR SUBDIVISION PLAT AND IS APPROVED AND ACCEPTED BY RESOLUTION NO. _____, PASSED AND ADOPTED AT A MEETING OF THE BOARD OF TRUSTEES OF FIRESTONE, COLORADO, HELD ON THE _____ DAY OF _____, 20____.

MAYOR _____

ATTEST _____

TOWN CLERK _____

ACCEPTANCE CERTIFICATE

THE DEDICATION OF TRACTS IS HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY THE FIRELIGHT COMMERCIAL METROPOLITAN DISTRICT OR HOMEOWNERS/BUSINESS ASSOCIATION.

FIRELIGHT COMMERCIAL METROPOLITAN DISTRICT OR HOMEOWNERS/BUSINESS ASSOCIATION NAME

BY: _____ DATE: _____

(NOTARIZED SIGNATURE)

(NAME OF AUTHORIZED OFFICIAL)

TITLE: _____

STATE OF COLORADO)
COUNTY OF WELD) ss.

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY: _____ AS _____.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OWNER/SUBDIVIDER:
VOYAGE VENTURES, LLC
1425 ONYX CIRCLE
LONGMONT, COLORADO 80504

SURVEYOR:
ATWELL, LLC
143 UNION BLVD. SUITE 700
LAKEWOOD, COLORADO 80228

SURVEYOR'S CERTIFICATE:

I, VLADISLAV SKREJEV, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON 03/06/2021, REVIEWED BY ME AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE TOWN OF FIRESTONE DEVELOPMENT CODE.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 20____



VLADISLAV SKREJEV, PLS
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR 38705

FOR AND ON BEHALF OF ATWELL, LLC

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

TITLE VERIFICATION CERTIFICATE

WE, LAND TITLE GUARANTEE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

LAND TITLE GUARANTEE COMPANY

BY: _____

NAME: _____

DATE: _____

TITLE: _____

ATTEST: _____

STATE OF COLORADO)
COUNTY OF WELD) ss.

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY _____ AS _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

PUBLIC ACCESS EASEMENT

A PERPETUAL EASEMENT OVER AND ACROSS ALL SIDEWALKS, PEDESTRIAN PATHS, STREETS, WALKWAYS, DRIVEWAYS, AREAS AND PARKING AREAS UPON OR WITHIN THE DESIGNATED ACCESS EASEMENT ON LOTS 1-4 AND OVER THE ENTIRETY OF TRACT A, TRACT C, AND TRACT E OF THE FIRELIGHT PARK NON-RESIDENTIAL MINOR PLAT FOR THE PURPOSE OF VEHICLE AND PEDESTRIAN INGRESS AND EGRESS AND PARKING OF VEHICLES, AT ANY TIME FROM TIME TO TIME, BY MEMBERS OF THE PUBLIC.

REVISIONS

REVISED	04/30/2021
REVISED	05/06/2021
REVISED	10/14/2021
REVISED	01/03/2022
REVISED	03/01/2022
REVISED	08/25/2022



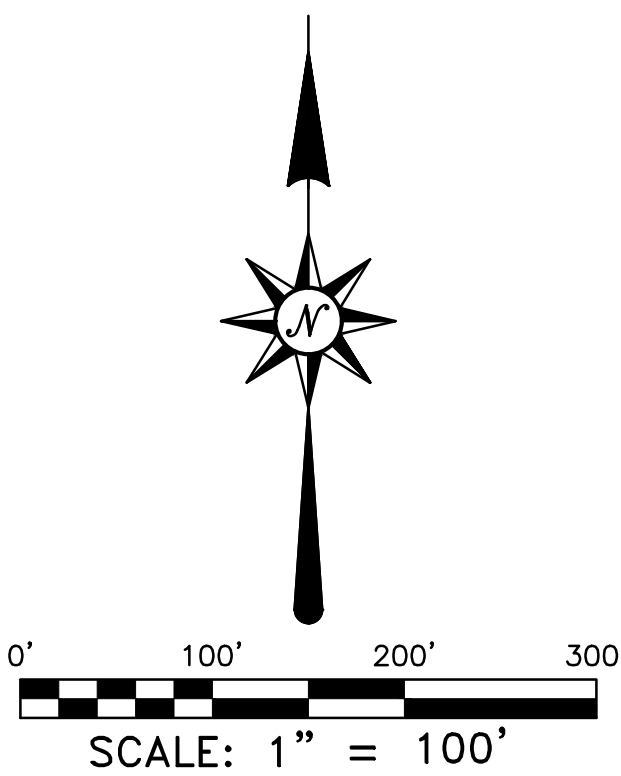
ATWELL
866.850.4200 www.atwell-group.com
143 UNION BOULEVARD, SUITE 700
LAKEWOOD, CO 80228
303.462.1100

SHEET
1
OF 3

FILE NO. 18003353 MINOR SUB
DATE 12/08/20
DRAWN BY TWK
CHECK BY VS
JOB NO. 18003353

FIRELIGHT PARK MINOR SUBDIVISION PLAT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
70.10 ACRES - 4 LOTS - 6 TRACTS
CASE NO. NRMP-21-011



LEGEND	
	PLAT BOUNDARY LINE
	ADJACENT LOT LINE
	EXISTING LOT LINE TO BE VACATED
	PROPOSED LOT LINE
	SECTION LINE
	RIGHT-OF-WAY LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	SECTION CORNER, AS NOTED
	FOUND MONUMENT, AS NOTED
	SET 24" #5 REBAR WITH BLUE PLASTIC CAP "ATWELL PLS 38304"
	EXISTING PRODUCING OIL/GAS WELL
	EXISTING DRY & ABANDONED OIL/GAS WELL

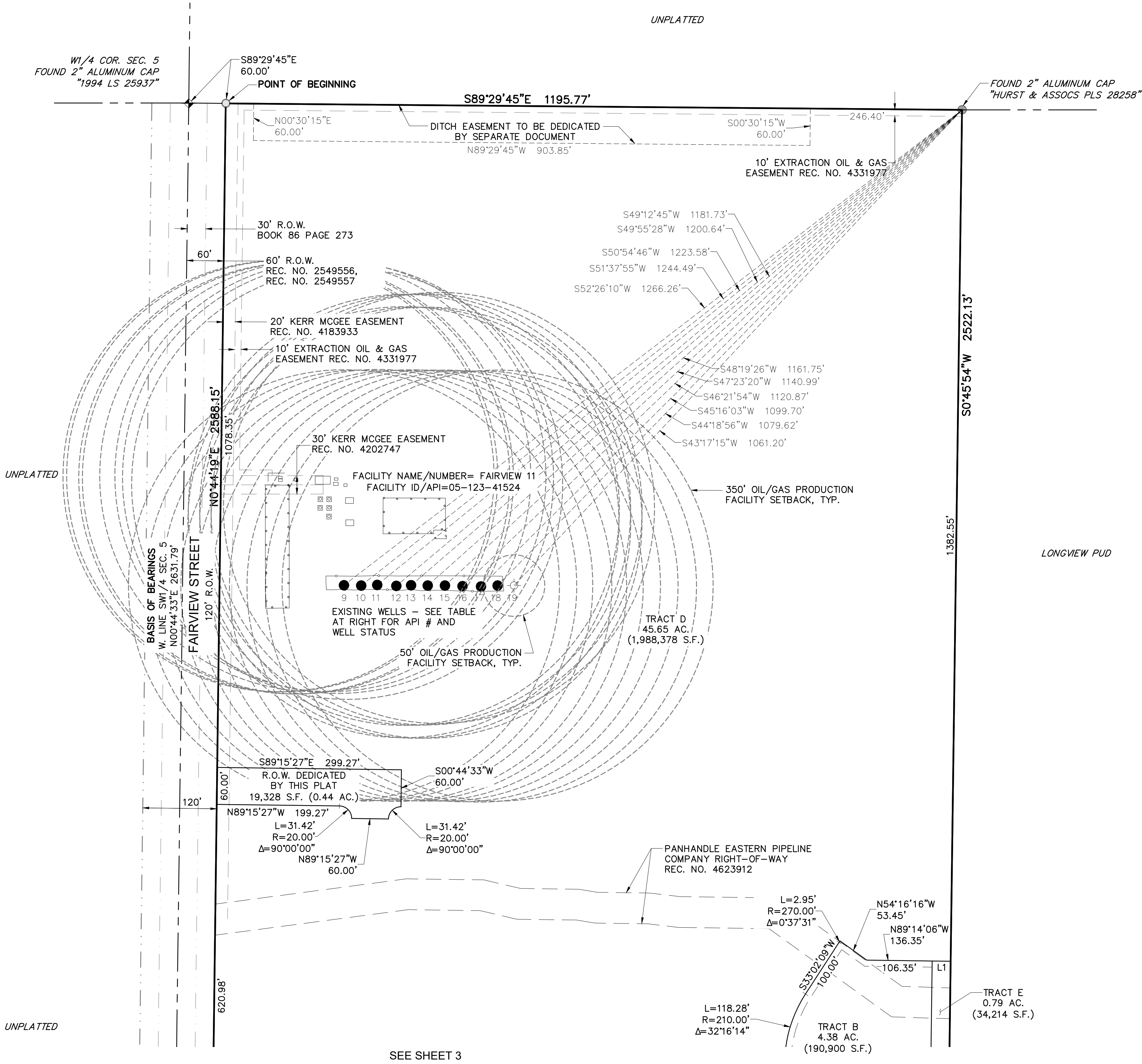
LAND SUMMARY CHART		
TYPE	AREA	% OF TOTAL AREA
LOTS	5.07 AC.	7.23
TRACTS	64.59 AC.	92.14
R.O.W.	0.44	0.63
TOTAL	70.10	100.00

TRACT SUMMARY CHART				
TRACT	AREA	USE	OWNERSHIP	MAINTENANCE
A	0.55 AC.	OPEN SPACE/UTILITIES/ DETENTION	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT
B	4.38	OPEN SPACE/ACCESS/ UTILITIES/DETENTION	OWNER	OWNER
C	1.26 AC.	ACCESS/UTILITIES	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT
D	45.65 AC.	FUTURE RESIDENTIAL DEVELOPMENT	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT
E	0.79 AC.	OPEN SPACE/ LANDSCAPE BUFFER	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT
F	11.85 AC.	ACCESS/UTILITIES	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT

WELL CHART		
WELL #	API #	STATUS
9	123-41524	PRODUCING
10	123-41517	PRODUCING
11	123-41520	PRODUCING
12	123-41525	PRODUCING
13	123-41518	PRODUCING
14	123-41519	PRODUCING
15	123-41521	PRODUCING
16	123-41523	PRODUCING
17	123-41522	PRODUCING
18	123-41666	PRODUCING
19	123-41667	DRY & ABANDONED



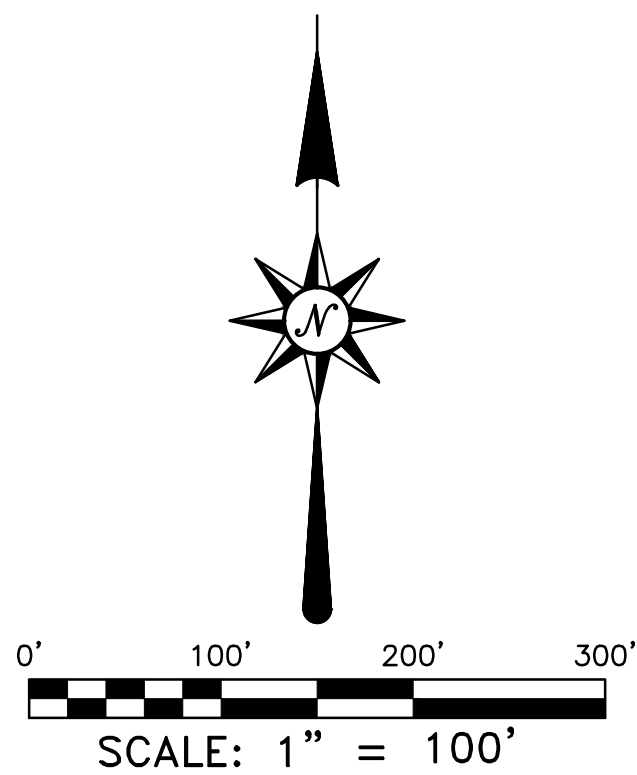
REVISIONS		SHEET 2 OF 3
REVISED	04/30/2021	
REVISED	05/06/2021	
REVISED	10/14/2021	
REVISED	01/03/2022	
REVISED	03/01/2022	
REVISED	08/25/2022	
FILE NO. 18003353 MINOR SUB		DATE 12/08/20
DRAWN BY TWK		CHECK BY VS
JOB NO. 18003353		



SEE SHEET 3

FIRELIGHT PARK MINOR SUBDIVISION PLAT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
70.10 ACRES - 4 LOTS - 6 TRACTS
CASE NO. NRMP-21-011

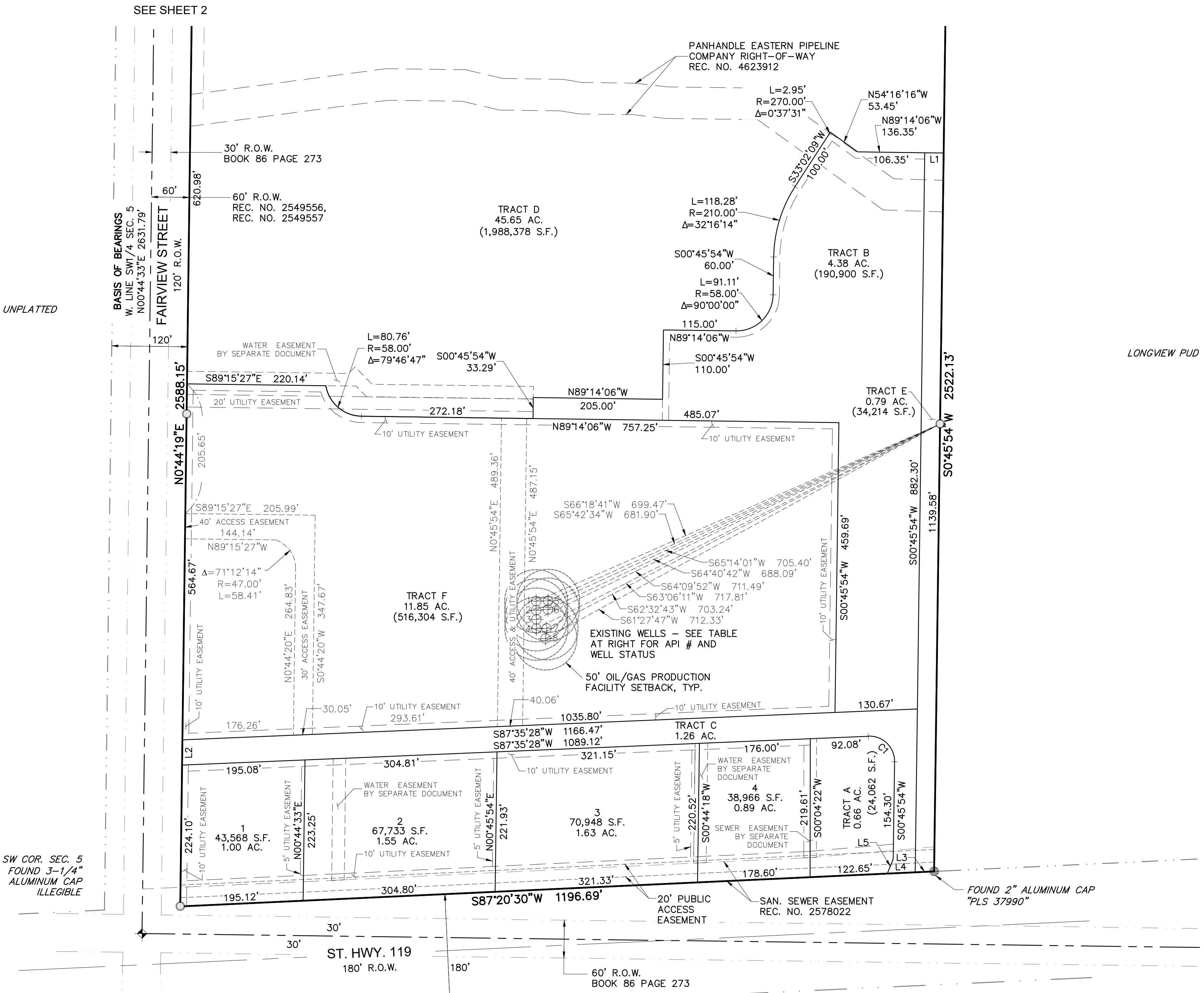


LEGEND	
	PLAT BOUNDARY LINE
	ADJACENT LOT LINE
	EXISTING LOT LINE TO BE VACATED
	PROPOSED LOT LINE
	SECTION LINE
	RIGHT-OF-WAY LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	SECTION CORNER, AS NOTED
	FOUND MONUMENT, AS NOTED
	SET 24" #5 REBAR WITH BLUE PLASTIC CAP "ATWELL PLS 38304"
	EXISTING PLUGGED & ABANDONED OIL/GAS WELL

LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°14'06"W	30.00'
L2	N0°44'19"E	40.06'
L3	S87°20'30"W	30.05'
L4	S87°20'30"W	44.14'
L5	N22°09'51"E	24.85'

CURVE DATA TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	93°10'27"	40.00'	65.05'

WELL CHART		
WELL #	API #	STATUS
1	123-26695	PLUGGED/ABANDONED
2	123-26696	PLUGGED/ABANDONED
3	123-10019	PLUGGED/ABANDONED
4	123-26697	PLUGGED/ABANDONED
5	123-34416	PLUGGED/ABANDONED
6	123-26698	PLUGGED/ABANDONED
7	123-34413	PLUGGED/ABANDONED
8	123-34414	PLUGGED/ABANDONED





ATWELL
866.850.4200 www.atwell-group.com
143 UNION BOULEVARD, SUITE 700
LAKEWOOD, CO 80228
303.462.1100

REVISIONS	
REVISED	04/30/2021
REVISED	05/08/2021
REVISED	10/14/2021
REVISED	01/03/2022
REVISED	03/01/2022
REVISED	08/25/2022
SHEET 3 OF 3	
FILE NO. 18003353 MINOR SUB	
DATE 12/08/20	
DRAWN BY TWK	
CHECK BY VS	
JOB NO. 18003353	

From: Todd Bjerkaas
Sent: Tuesday, October 11, 2022 4:11 PM
To: Michelle Dollmaier
Subject: FW: Firelight Park Minor Subdivision Plan

TODD BJERKAAS PLA

Town of Firestone | Director of Planning & Development
D 303.531.6276
9950 Park Ave, Firestone, CO 80504
tbjerkaas@firestoneco.gov

firestoneco.gov | [Twitter](#) | [Facebook](#)



From: khenry@henrydesigngroup.com [<mailto:khenry@henrydesigngroup.com>]
Sent: Tuesday, October 11, 2022 3:54 PM
To: Todd Bjerkaas <TBjerkaas@FirestoneCO.gov>
Cc: 303-772-7dale Bruns <dalebruns@zephyrmgmt.com>; 'CJ Kirst' <cjkirst@tahoelandservices.net>
Subject: Firelight Park Minor Subdivision Plan

CAUTION: This email originated from outside of the Town of Firestone.
Do not click links or open attachments unless you can confirm the sender and know the c

Dear Todd,

This letter is to respectfully request a 120 day extension to allow additional time for the Firelight Park Minor Subdivision Plat to be recorded. The Town Board approved the Plat on July 13, 2022 and the approval and time for recordation is due to expire on November 13th. The delay has been primarily due to the design of the storm sewer system outfall which needs to occur within or adjacent to Hwy 119 which is under CDOT's control. We are diligently working toward a solution and the applicant is confident a solution will be reached within the requested 120 day extension time frame.

Thank you for your consideration of this request. Please feel free to contact me if you have any questions or need additional information.

Best regards,

Karen Z Henry, PLA



**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.a

Land Development

Meeting Date: October 26, 2022

Initiated By:

Dept: Planning & Development

AGENDA TITLE

Resolution 22-113: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE FIRESTONE BUILDING DIVISION FEE SCHEDULE

SUMMARY

For the Board of Trustees' consideration is a resolution establishing certain fees related to the Town's processing, review, and consideration of certain building applications and public improvement permits.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees adopted administrative building fees on November 18th, 2020 by approving Resolution 20-116.

RECOMMENDATION

Staff recommends the Board of Trustees adopt Resolution No. 22-113 establishing building fees and public improvement permit fees for the Town of Firestone.

ALTERNATIVES

ATTACHMENTS

1. Resolution 22-113 Building Division Fees

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 22-113

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, ADOPTING THE FIRESTONE BUILDING DIVISION FEE
SCHEDULE**

WHEREAS, the Town of Firestone ("Town") established the Firestone Building Administrative Fee Schedule by duly-adopted Resolution No. 20-116; and

WHEREAS, the current Firestone Building Administrative Fee Schedule is based on Title 15 of the Firestone Municipal Code, which permits the Town to set fees related to building permits, inspections, and for other enumerated procedures authorized by Title 15, as well as the administrative costs for building services incurred by the Town not otherwise addressed in the Town's contractual agreement with SAFEbuilt, which provides building inspection services for the Town; and

WHEREAS, beginning in January 2023, all building services, including those services that were previously provided by SAFEbuilt, will now be performed exclusively in-house by the Town; and

WHEREAS, the Town's Planning and Development Department ("Planning Department") has examined the administrative costs for all building services that will be incurred by the Town, including those services previously provided by SAFEbuilt that will be absorbed by the Town, and recognizes a need to adopt the Firestone Building Division Fee Schedule accordingly; and

WHEREAS the Planning Department has determined that the proposed fees are reasonably related to the Town's costs and thus necessary to defray the actual costs incurred by the Town in the performance of the building services provided by the Town; and

WHEREAS, the Board of Trustees desires to adopt the Planning Department's determination as to the fees set forth in this resolution.

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

Section 1. The Board of Trustees of the Town of Firestone hereby adopts the Firestone Building Division Fee Schedule in substantially the same form as the copy attached hereto and made a part of this resolution.

Section 2. This Resolution shall take effect on January 1, 2023, and at such date Resolution No. 20-116 shall be repealed in its entirety. Any other resolution(s) setting forth or addressing the Town's building administrative fee shall be repealed in its (their) entirety.

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

TOWN OF FIRESTONE, COLORADO

Drew Peterson, Mayor

ATTEST:

Acting Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney



Firestone Building Division
 9950 Park Ave. Firestone CO, 80504
 Email: Building@Firestoneco.gov
 Phone Number (303) 833-3291

Town of Firestone Building Division Fee Schedule

Plan Review Fee for Building Permits 65% of Building Permit Fee
--

Building Permit Fee Table

Total Valuation	Fees
<i>The final valuation used to establish fees is determined by square footage and average construction costs</i>	
\$1 to \$2,000	\$80
\$2,001 to \$25,000	\$80 for the first \$2000 plus \$15.00 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$425 for the first \$25,000 plus \$12.00 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$725 for the first \$50,000 plus \$7.00 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$1,075 for the first \$100,000 plus \$6.50 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,675 for the first \$500,000 plus \$5.00 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,001 to \$5,000,000	\$6,175 for the first \$1,000,000 plus \$3.50 for each additional \$1,000 or fraction thereof, to and including \$5,000,000
\$5,000,001 and over	\$20,175 for the first \$5,000,000 plus \$3.50 for each additional \$1,000 or fraction thereof

Electrical Permit Fee Table

A plan review fee of 65% may be required.

Residential Fees	
	FEE
Not More than 1000 sq. ft.	\$129.60
1001-1500 sq. ft.	\$186.30
1501-2000 sq.ft.	\$248.40
Per 100 sq. ft.>2001	\$248.40 + \$12.42 per 100 over 2000 sq. ft.
Commercial Fees	
Valuation Under \$ 2000	\$129.60
\$ 2001 and above	\$129.60 + \$6.21 per 1000 or fraction thereof
*Solar Install Electrical Permit fee maximum \$500 for residential and \$1,000 for commercial	



Firestone Building Division
 9950 Park Ave. Firestone CO, 80504
 Email: Building@Firestoneco.gov
 Phone Number (303) 833-3291

Permits and fees that do not require a plan review

Permit Description	Fees
Temporary Construction Meter 100A -200A 1 Phase	\$62.00
Electrical Service Replacement 100A -200A 1 Phase	\$129.00
Electrical Mobile/Modular/Manufactured Home Set	\$129.00
Demolition Permit	\$132.00
Re-Roof Shingle	\$132.00
Re-Siding	\$132.00
A/C and/or Furnace Replacement	\$132.00
New A/C Electrical Fee plus A/C Fee	\$129.00
Water Heater Replacement (Tank Style Only)	\$132.00
Window & Door replacement <10 (No Structural Change)	\$132.00
Backflow Preventer / Lawn Sprinkler	\$64.00
Residential Fence <6'	\$132.00
Commercial Fence<6'	\$237.00
Inspections for which no fee is specifically indicated	\$100 per hour
Reinspection fees assessed per Town of Firestone	\$75.00 Progressive. 24-hour Inspection Delay
Inspections outside of normal business hours. (Minimum Charge: 2 hours)	\$100 per hour
Consultants Fee for plan review & inspections, or both	Actual Cost to Town
Investigation Fee Per IBC 109.4	Min 2 hours at \$100 per hour

- Footing/Foundation Commercial Only – Additional fees for full submittal apply \$2000.00
 - Additional plan review required by changes, additions, or revision \$100 per hour
 - For issuance of each Temporary Certificate of Occupancy \$750.00
- *\$500 shall be refunded if a CO is issued prior to the expiration date of the TCO

Public Improvement Permit (PIP) Fee

Project with Town Water 2% of Estimated Cost of Public Improvements
 Project without Town Water 1.5% of Estimated Cost of Public Improvements

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.b

Land Development

Meeting Date: October 26, 2022

Initiated By:

Dept: Planning & Development

AGENDA TITLE

TOWN OF FIRESTONE COMPREHENSIVE MASTER PLAN - PRELIMINARY PLANNING PUBLIC ENGAGEMENT SUMMARY

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.c

Land Development

Meeting Date: October 26, 2022

Initiated By: Todd Bjerkaas

Dept: Planning & Development

AGENDA TITLE

Resolution 22-114: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MIG, INC. FOR PROFESSIONAL SERVICES FOR THE DEVELOPMENT OF THE TOWN OF FIRESTONE COMPREHENSIVE MASTER PLAN

SUMMARY

This resolution authorizes the Mayor to sign a contract with the consultant, MIG, Inc., to provide professional consulting services in preparation of the Town of Firestone Comprehensive Master Plan.

HISTORY AND PREVIOUS BOARD ACTION

The current Town of Firestone Master Plan was adopted in 2013.

The Preliminary Services agreement with MIG, Inc for initial public engagement, visioning, and scope generation of the Comprehensive Master Plan was approved by the Board of Trustees on June 8th, 2022 by Resolution 22-71.

RECOMMENDATION

Staff recommends that the Town Board approve Resolution 22-114 authorizing the Mayor to enter into a contract for consulting services for the Town of Firestone Comprehensive Master Plan.

ALTERNATIVES

ATTACHMENTS

1. Resolution 22-114 Consultant Services Agreement for Comprehensive Master Plan
2. Consultant Services Agreement for Comprehensive Master Plan

FINANCIAL CONSIDERATIONS

The agreement includes an amount not to exceed \$222,500.00. The 2022 Budget includes \$336,480.00 for Technical Services, approximately \$50,000.00 of which was expended in 2022 for completion of the Historic Firestone Neighborhood Plan and completion of the Comprehensive Master Plan Preliminary Services .

RESOLUTION NO. 22-114

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE
TOWN OF FIRESTONE AND MIG, INC. FOR PROFESSIONAL SERVICES
FOR THE DEVELOPMENT OF THE TOWN OF FIRESTONE
COMPREHENSIVE MASTER PLAN**

WHEREAS, the Town of Firestone (“Town”) desires to engage MIG, Inc. (“Contractor”) for the purpose of providing professional services in developing a Comprehensive Master Plan for the Town of Firestone; and

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

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

The Agreement between the Town of Firestone and MIG, Inc., for Professional Services, is approved in substantially the same form as the copy attached hereto and made a part of this resolution. The Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 26th day of October, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Peterson, Mayor

ATTEST:

Miriam Luna Gonzalez, Acting 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 26th day of October, 2022 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Ave., Firestone, Colorado 80504 (the "Town"), and **MIG, Inc.**, an independent contractor with a principal place of business at 518 17th Street, Suite 630, Denver, Colorado 80202 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as: **FIRESTONE COMPREHENSIVE MASTER PLAN SCOPE OF WORK – 10/19/2022**

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

II. TERM AND TERMINATION

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

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

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$222,500. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

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

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

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

V. OWNERSHIP

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

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

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

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

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

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

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

VIII. INDEMNIFICATION

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

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

IX. ILLEGAL ALIENS

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

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

C. Verification.

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

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

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

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

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

X. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF FIRESTONE, COLORADO

Drew Peterson, Mayor

ATTEST:

Miriam Luna Gonzalez, Acting Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

CONTRACTOR

By:

Daniel Iacofano, CFO, CEO, MIG, Inc.

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:

- Signature _____ Date _____

[illegible]

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

(S E A L)

Notary Public

EXHIBIT A
FIRESTONE COMPREHENSIVE MASTER PLAN SCOPE OF WORK – 10/19/2022

FIRESTONE COMPREHENSIVE PLAN

SCOPE OF WORK – 10/19/2022

Task 1. Project Management and Coordination. Task 1 includes bi-weekly meetings, ongoing coordination, monthly invoicing.

Task 1.1 Bi-Weekly Project Management Team (PMT) Meetings

The MIG Team will meet with the Project Management Team (PMT) on a bi-weekly basis throughout the duration of the project. MIG will prepare meeting materials and meeting minutes for all meetings. In addition, the MIG Project Manager will engage appropriate MIG staff and subconsultants into the PMT meetings as deemed beneficial for the discussion topics and objectives established for the particular meeting. It is expected that the Town Project Manager will engage other individuals as necessary on the Town's side.

Task 1.2 Ongoing Coordination and Communications

In addition to regularly scheduled meetings and calls, it is anticipated that MIG and its subconsultants will participate in ongoing project coordination and communication with the PMT, other Town representatives, and various stakeholders. MIG will also prepare monthly invoices and progress reports for review and approval by the client team. The monthly progress reports will identify tasks completed during the previous month and identify upcoming tasks, events and deliverables for the upcoming month. Progress reports will be formatted as simple memorandum and attached to monthly invoices.

Task 1 Deliverables

- Bi-Weekly PMT Meeting agendas and notes
- Monthly invoices/progress reports

Task 2. Community and Stakeholder Engagement. The Community and Stakeholder Engagement efforts will be guided by the Public Engagement Plan prepared during the Preliminary Services portion of the effort. As it outlines engagement in five (5) phases of the Comprehensive Planning process, including:

- **Phase 1: Existing Conditions Analysis.** Data and spatial analysis to understand issues, opportunities, and focus areas
- **Phase 2: Vision and Goals Framework.** Establish a shared, community-based vision for recommendations to work towards
- **Phase 3: Core Plan Elements.** Generating growth scenarios, future land use, policies, projects, and programs
- **Phase 4: Implementation Strategy.** Identifying specific tools, strategies, and funding to achieve recommendations
- **Phase 5: Final Document and Adoption.** Incorporating the Plan Elements and Implementation content into a draft and final Plan document and supporting it through public review and adoption

For budgeting purposes, the individual tasks associated with these efforts include the following. With that said, MIG will work with the Town to customize the outreach within these parameters to ensure we

are engaging the right individuals and groups in the right ways at times that are beneficial to overall plan development.

Task 2.1 Community Meetings

Task 2.1.1 Community Workshop #1 – The formal community engagement process will begin with a workshop that includes a presentation about the general Plan process, intent, and background and why we Plan. It should also present and confirm the vision and goals identified earlier in the process. The bulk of the meeting should solicit input on the community's preferences within each of the core plan elements and their geographic distribution around the Town. A variety of meeting methods can be used to help people see their preferences recorded in real time, including Mural, Mentimeter, map and sticker activities, and wall-graphics.

Task 2.1.2 Community Workshop #2 – As the majority of the plan content will originate from this phase, a second Community Workshop will be held at the end of this phase to engage the community on potential growth scenarios and future land use. The meeting should include a presentation to explain the benefits and outcomes of the scenario planning. Map-based activities will also be created to help the general public understand and weigh-in on these more complicated topics.

Task 2.2 Maptionnaire Surveys

Task 2.2.1 Online Survey #2 – Following the Community Workshop, a survey should be published soliciting the same input to those unable to attend the in-person Workshop.

Task 2.2.2 Online Survey #3 – Following the Community Workshop, a map-based survey should be published soliciting the same input to those unable to attend the in-person Workshop.

Task 2.3 Focus Groups

Task 2.3.1 Stakeholder Interviews and Focus Groups #2 – A follow up set of Focus Group interviews early in the project will help foster additional interest and trust in the planning process. This group should participate in additional vision and goal setting. Note: These interviews will/focus groups will include existing conditions vetting from Phase 1.

Task 2.3.2 Stakeholder Interviews and Focus Groups #3 – Additional Focus Group and Stakeholder interviews should be conducted during this crucial plan development phase. The interviews can be more targeted with specific groups discussing the Plan Elements most relevant to them.

Task 2.3.3 Stakeholder Interviews and Focus Groups #4 – Some additional interviews or focus groups should be considered during this phase with specific stakeholder groups with a role in implementation such as business owners and developers. These touchpoints can be more targeted to solicit input and insight into the implementation strategy.

Task 2.4 Board of Trustees and Planning Commission

Task 2.4.1 Board of Trustees and Planning Commission Update – An early effort should be made to update the Town Board and Planning Commission on the process and progress. This meeting should present the findings of the preliminary engagement and be used to vet the existing conditions.

Task 2.4.2 Board of Trustees and Planning Commission Visioning Session – During this touchpoint the Team will host a visioning activity for the Board and Planning Commission to help them articulate their vision for the future of Firestone. Note: This task may be combined with or separate from the Town Board Update proposed for Phase 1.

Task 2.4.3 Phase 3 and Phase 4 Board of Trustees and Planning Commission Updates – The Board of Trustees and Planning Commission should be updated on the outcomes of the prior phase of engagement and the resulting recommendations and growth scenario. They can also engage in an activity to better understand implementation priorities.

Task 2.5 Neighboring Jurisdictions

MIG will work with Town staff to conduct conversations to coordinate with neighboring jurisdictions and other relevant agencies (such as CDOT) to ensure that Plan recommendations are aligning with plans and projects being led by other agencies.

Task 2.6 Supporting Collateral

MIG will develop supporting collateral materials for print and digital distribution to support ongoing outreach and communications. This task will likely include flyers and posters, as well as simple graphics to help convey more complex ideas associated with Plan development.

Task 2.7 Social Media and Web Content

The Town is expected to lead social media posting and engagement, as well as posting to a project page on the Town's website. MIG will provide draft narrative and web-ready versions of collateral materials and other graphics to support these efforts.

Task 2.8 Project Branding – Early in the process the Team will create and launch the project logo and accompanying branding. Ensuring this is an early step will help the community gain familiarity with the project and help recognition for all subsequent engagement materials. MIG will develop a project logo and associated templates for flyers, presentations, interim deliverables and final products.

Task 2 Deliverables

- Community Workshop Meeting Materials
- 2-3 Additional Online Maptionnaire Surveys
- Focus Group Guiding Questions and Summaries
- Board of Trustees Presentations

- Supporting Collateral
- Social Media and Website Narrative and Content
- Project Logo and Document Templates
- Updated Community Engagement Summary

Task 3. Vision and Guiding Principles. Task 3 will include development of a preferred community vision and guiding principles to shape the overall Comprehensive Plan direction and its associated recommendations.

Task 3.1 Alternative Visions

The initial engagement series will be related to further refining the community's vision and begin establishing guiding principles. Building on the results of the first engagement series, an initial set of the vision alternatives will be developed for discussion with Town staff. The vision alternatives may provide opportunities to streamline/enhance the overall structure of the Plan and this may be explored at a high level as part of this task. While not intended to be scenario planning task, the alternative visions will begin to educate the community about the varying perspectives across the community and the trade-offs associated with those visions.

Task 3.2 Preferred Community Vision

The preferred community vision will be developed based upon community input and feedback. It is anticipated that the vision framework document will summarize the community's vision and associated trade-offs in a two-page spread, formatted in a highly graphic manner for easy reproduction and use throughout the remainder of the project.

Task 3.3 Guiding Principles

While the vision will provide overall target/s for the community, there is also an opportunity to craft context-specific guiding principles from which the Town staff and MIG Team can ensure meaningful concept development. The guiding principles will be specific to Firestone and nest under the vision. The MIG Team, based on their understanding of the background documents, input received from Town Staff, and input received from stakeholders in prior tasks, will draft a set of guiding principles from which subsequent land use concepts and other element strategies and recommendations will be measured against.

Task 3 Deliverables

- Vision Alternatives in Powerpoint Presentation format
- Preferred Community Vision framework document (2 pages)
- Guiding Principles in Powerpoint Presentation format

Task 4. Review Previous Plans for Firestone and Immediately Adjacent Neighbors. The MIG Team will work with the Town to review previous plans developed by Firestone and neighboring jurisdictions to provide a common and easy to understand starting point for Plan development.

Task 4.1 Compile Physical and Policy Level Recommendations.

The MIG Team will focus its review on relevant background documents, as directed by Town Staff, with an emphasis on culling relevant policy direction and physical recommendations. Staff will be asked to review the summaries and fill in gaps for the below documents and any not listed below. Plans and studies that MIG Team will review include:

- i. Transportation Master Plan
- ii. Parks, Open Space, and Trails Master Plan
- iii. Regional Trail Plans
- iv. Historic Neighborhood Plan
- v. Central Park - ongoing
- vi. Drainage Master Plan
- vii. Water Action Plan (2020)
- viii. Impact Fee Study - public facilities, transportation, parks, drainage
- ix. St. Vrain Sanitation District Plan
- x. Oil and Gas Plans - reach out to Town's consultants
- xi. Plan for highline, fiber optic broadband

Task 4.2 Map Recommendations

The MIG Team will compile all physical recommendations from previous plans into a set of maps using GIS. The maps will be organized in a manner to limit the number of overall maps and to align with anticipated plan elements to be developed in later tasks.

Task 4.3 Identify Conflicts and Gaps

The MIG Team will work with Town staff to identify conflicting policy direction and conflicting physical recommendations. This review and analysis will also include identification of areas that lack direction currently. These conflicts and gaps will be areas of emphasis during the planning and engagement process. The conflicts and gaps will be summarized in a memo brief with an intended audience of Town Staff. Elements of the memo can be included in community presentation materials as deemed appropriate.

Task 4 Deliverables

- Prior Recommendations Maps
- Existing Policy Direction, Conflicts and Gaps Memo Brief

Task 5. Community Profile

Task 5.1 Initial Community Profile

MIG will develop a high level, highly graphic existing conditions handout for use at community meetings and posting to the project website. The intent is to avoid the creation of a lengthy existing conditions document that is resource intensive and not necessarily used extensively in the planning process. Rather, MIG will work with the Town to develop the Community Profile that will be included in the Comprehensive Plan. It will be formatted as a standalone handout, but include high level statistics, descriptions, photos and infographics to help make the

information engaging and accessible. It is expected that the Community Profile will be approximately 6-8 pages in length when formatted.

Task 5.2 Revised Community Profile

Due to the fact that Plan development will likely span 12-16 months including adoption, MIG will update the Community Profile with any new data that is available prior to its inclusion in the Comprehensive Plan.

Task 5 Deliverables

- Initial Community Profile
- Revised Community Profile

Task 6. Summary of Housing Trends and Needs. Firestone and the surrounding areas have been experiencing dramatic population growth in the last two decades. This influx of population has generated the need to assess the future demand for housing, specifically by type and affordability in Firestone over the next 5 to 20 years. The key issues related to housing are 1) expanding housing opportunities, 2) preserving and enhancing the existing housing stock, and 3) making sure the land use plan meets the future housing needs for the community and allowing for new housing types and densities to fit within the existing fabric of the community and neighborhoods. The MIG Team, led by EPS, will assess the future demand for housing in Firestone and the implications demographics, market demand, and consumer preferences will have on the Town's future land use plan.

Task 6.1 Summarize Existing and Platted Residential Development

EPS will work with the Town to map and summarize existing and platted residential development to understand the total number and proportions of various housing types and price points. The mapping will be completed using ArcGIS and summary tables will be generated to support the graphic representation.

Task 6.2 Develop Population Projections and Demographic Profile

EPS will utilize existing population and demographic data and projections from the State of Colorado and Weld County as a foundation for creating projections for population and basic demographic characteristics for 5-year, 10-year, and 20-year timeframes. Demographic information will likely include age, family/household types, and income. EPS will summarize the analysis and projections in a memo brief.

Task 6.3 Determine Future Housing Needs

EPS will translate the findings from Task 6.2 into housing needs organized by housing types including form (detached single family, attached single family, multifamily, etc.) as well as a range for housing tenure (rental or ownership). Some housing types that meet the needs similar households may be combined. Assumptions will be documented and accompany a summary table for use in future tasks.

Task 6 Deliverables

- Map and Summary Tables for Existing and Platted Residential Development
- Memo Brief summarizing Population Projections and Demographic Profile
- Summary Table Summarizing Future Housing Needs and Assumptions

Task 7. Economic Opportunities Analysis. EPS will lead the economic development related components of the Comprehensive Plan. An economic opportunities analysis will be developed to provide the baseline data used to assess economic development opportunities and issues related to the Comprehensive Plan. EPS will perform analysis related to the major issues and opportunities impacting economic vitality in Firestone.

Task 7.1 Existing Industries, Employers and Jobs

EPS will work with Town staff to quantify and summarize industries, employers and jobs currently in and near Firestone. The results will be included in an overall memo brief summarizing Task 7 and the overall Economic Opportunities Analysis.

Task 7.2 Identify Target Growth Areas for Firestone

EPS will work with the Town to understand the competitive landscape nearby and identify current and future opportunities for additional industries and a larger trade area for Firestone. The results will be included in an overall memo brief summarizing Task 7 and the overall Economic Opportunities Analysis.

Task 7.3 Develop Jobs Projections

EPS will work with the Town to develop jobs projections in a series of ranges associated with growth in existing industries and new opportunities in target industries. The results will be included in an overall memo brief summarizing Task 7 and the overall Economic Opportunities Analysis.

Task 7.4 Translate Jobs Projections to Land Needs

EPS will translate the range of jobs projections into Future Land Use needs for use in the Future Land Use mapping later in the process. The results will be included in an overall memo brief summarizing Task 7 and the overall Economic Opportunities Analysis.

Task 7 Deliverables

- Draft Economic Opportunities Analysis Memo Brief
- Final Economic Opportunities Analysis Memo Brief

Task 8. Places and Spaces Framework. MIG will develop a Places and Spaces Framework unique to Firestone to provide a stronger foundation for the Amenity-Based Development Types (Task 9) and the Future Land Use Map (Task 10).

8.1 Natural Resources Inventory and Land Suitability Analysis

MIG will work with Town staff to map and quantify natural resources throughout Firestone. Features will likely include waterways, water bodies, wetlands, drainage channels, irrigation ditches, topography, larger stands of trees (simplified as tree canopy), farmland, and notable habitat. Other constraints will also be mapped including flood plains, floodways, major utilities, and oil and gas. MIG will perform an analysis using the project palette of future land uses to determine areas that are better or worse suited for various types and intensities of development.

8.2 Map Existing and Planned Places and Spaces

MIG will work with Town Staff to map existing and planned community amenities, including (but not limited to) Civic Center, Central Park, other community facilities, parks, trails, and concentrations of restaurants and shops.

Task 8 Deliverables

- Draft Natural Resources Inventory and Land Suitability Analysis Memo Brief (including map/s)
- Final Natural Resources Inventory and Land Suitability Analysis Memo Brief (including map/s)
- Map of Existing and Planned Places and Spaces

Task 9. Amenity-Based Development Types. MIG will develop a set of amenity-based development types to help guide several elements of the Plan and ensure that Firestone remains a desirable place to live, work and play as more development occurs over the next 20 years.

Task 9.1 Identify and Define Desired Development Types

MIG will work with Town staff and the community to document existing amenity-based development and envision new amenity-based development types that could further enhance the community and meet or support future housing and economic development needs. For each development type, MIG will include a general description as well as more detailed characteristics and features related to the following:

- Place and Character
- Site Characteristics
- Access, Circulation, and Parking
- Parks, Open Space and Trails
- Drainage and Utilities

Development types will likely include one or more in each of the following categories: Mixed Use; Retail; Office; Industrial; and Neighborhoods. The guidance created will be summarized in a matrix and accompanied with example photos (from Firestone or nearby when possible).

Task 9.2 Visualize Missing Development Types

MIG will develop a set of visualizations to communicate the major features, characteristics and intent of the missing development types (not currently present in Firestone or nearby communities). The visualizations will include 3D Models, Photo Simulations, or Sketches that are annotated to call out the important elements and relationships. The visualizations will be clearly noted as being illustrative.

Task 9.3 Determine Barriers to Realizing Missing Development Types

MIG and EPS will work collaboratively with Town staff to identify barriers to realizing missing development types and to identify unintended consequences of existing ordinances that don't result in the desired characteristics of all Development Types identified in Task 9.1. Barriers may be related to existing policy and regulations, or to market conditions and/or funding/financing. The results of the analysis will be summarized in a memo brief.

Task 9.4 Determine Desired Mix of Development Types

MIG and EPS will work collaboratively with Town staff to identify the quantity and additional need for each development type and how those relate to the Future Land Use palette that will be utilized in Task 10. This task will be informed by community input, as well as the projected needs from Tasks 6 and 7 related to housing and employment. The results will be summarized in a table with assumptions documented as notes.

Task 9 Deliverables

- Matrix and Example Photos of Desired Development Types
- 3D Modeling, Photo Simulations, or Sketches representing Missing Development Types
- Draft Memo Brief Summarizing Barriers to Realizing Desired Development Types
- Final Memo Brief Summarizing Barriers to Realizing Desired Development Types
- Table Summarizing Desired Mix of Development Types

Task 10. Future Land Use Map. The Future Land Use Map task will utilize the analysis and findings from the previous four tasks to work through a development, selection and refinement process that moves from high-level, big picture direction to a detailed, parcel-level future land use map.

Task 10.1 Sketch-Level Alternative Development Concepts

The MIG Team will develop sketch-level alternative development concepts composed of larger bubbles and arrows representing major development patterns, natural amenities, and major infrastructure. Three alternative development concepts will be created for review by Town staff and presentation to the community. All three alternatives will be developed to accommodate the housing and employment lands projections from Tasks 6 and 7.

Task 10.2 Evaluate Sketch-level Alternative Development Concepts

Using the Vision and Guiding Principles, the MIG Team will work with Town staff to perform a high-level comparison of the three sketch-level alternative development concepts. The comparison will be along the lines of establishing low, medium, and high impacts or benefits associated with the guiding principles and components of the vision. This will include a high-level fiscal impact comparison utilizing a similar convention.

Task 10.3 Develop Preferred Future Development Concept

Based upon community input and feedback, the MIG Team will develop a preferred future development concept using the same graphic conventions as those used for the alternative development concepts.

Task 10.4 Translate to Future Land Use Map

MIG will translate the preferred future development concept into a draft Future Land Use Map (FLUM) for review by Town Staff. MIG will work closely with Town staff to establish the preferred land use palette. The FLUM will be created in ArcGIS using a parcel layer provided by the Town. A stylized version of the map may be created using Adobe Illustrator either for better communication to the public or for the final plan report. Summary tables will be produced to provide a snapshot of the total area (acres) and proportions (percentages) of land devoted to various land uses in the FLUM.

Task 10.5 Fiscal Impact Assessment

EPS will develop a simple fiscal impact model to be used to analyze the FLUM. The fiscal model will measure town-wide baseline/ current fiscal conditions and the estimated cost per new housing unit and new non-residential square foot for on-going revenue and expenditure items. The baseline fiscal model and conditions analysis will include a framework, basic model and short technical memorandum summarizing the methodology and baseline findings. For decisions related to major greenfield growth areas and/or annexations an understanding of how decisions related to land use patterns impact the community or which areas are better or worse suited to accommodate growth will be provided. The result will be findings indicating how anticipated revenues and costs compare the draft FLUM.

Task 10.6 Refinement to Future Land Use Map

Based on the findings of the Fiscal Impact Assessment and Town feedback, MIG will revise the FLUM as agreed upon. The revised FLUM will be created in ArcGIS using a parcel layer provided by the Town. A stylized version of the map may be created using Adobe Illustrator either for better communication to the public or for the final plan report. Summary tables will be produced to provide a snapshot of the total area (acres) and proportions (percentages) of land devoted to various land uses in the FLUM.

Task 10 Deliverables

- Sketch-Level Alternative Development Concepts
- Evaluation of Alternative Concepts using Vision and Guiding Principles
- Preferred Future Development Concept

- Draft Future Land Use Map and Summary Tables (in GIS)
- Fiscal Impact Assessment
- Refined Future Land Use Map and Summary Tables (in GIS)

Task 11. Primary Plan Elements. The MIG Team will develop the primary plan elements based mainly on the tasks and subtasks described above. The primary plan elements will include Land Use, Housing, Economic Development, and Community Character and Identity. Each primary plan element will include a goal/s and associated policies. In addition, primary plan elements will include more detailed guidance in the form of maps, specific targets, priority strategies, and supporting graphics as deemed appropriate.

Task 11.1 Land Use

Task 11.2 Housing

Task 11.3 Economic Development

Task 11.4 Community Character and Identity

Task 11 Deliverables

- Drafts of primary Plan Element text and associated graphics
- Revised drafts of primary Plan Element text and associated graphics

Task 12. Secondary Plan Elements. The MIG Team will also develop high level goal/s and policies for the secondary plan elements listed below. These elements are expected to require a lighter touch because of recent efforts or the Town's more limited role in the topic area. A handful of the secondary elements may also include priority strategies, but it is anticipated that the content of each secondary plan element will not exceed four (4) pages when fully formatted. It is also important to note that the preliminary list of secondary plan elements may be adjusted throughout the planning process to allow for more logical grouping of topics.

Task 12.1 Transportation

Task 12.2 Parks and Recreation

Task 12.3 Arts, Culture and Tourism

Task 12.4 Sustainability, Resiliency, and Emergency Preparedness (including Natural Resources)

Task 12.5 Utilities, Infrastructure, and Technology

Task 12.6 Energy

Task 12.7 Community Facilities

Task 12.8 Interagency Relationships

Task 12 Deliverables

- Drafts of primary Secondary Element text
- Revised drafts of primary Plan Element text

Task 13. Implementation Strategy. This task will be focused on directing the Town of Firestone how to balance growth, while maintaining its “small-town” atmosphere through implementing the Comprehensive Plan. The MIG Team realizes that Comprehensive Plans can result in a long laundry list of community wishes and desires. To combat this type of planning becoming a roadblock to implementation, the MIG Team will focus on a simple and easy to track set of metrics and targets and identifying plans, policies and regulations that will require updating to support Plan direction.

Task 13.1 Establish Performance Metrics and Targets

The MIG Team will work with Town staff to develop a set of quantifiable performance metrics, baselines for each of those metrics, and targets for 5, 10 and 20 years as appropriate.

Task 13.2 Identify Required Updates and Coordination

The MIG Team will review the documents included in Task 4 to identify plans, policies, and regulations that needs to be updated to be consistent with or better support the direction provided in the draft Comprehensive Plan.

Task 13.3 Code Review to Identify Inconsistencies with Plan Direction

MIG will perform a review of the zoning code and development ordinances and identify those that are recommended for updates to be consistent with or better support the direction provided in the draft Comprehensive Plan.

Task 13 Deliverables

- Performance Metrics and Targets
- Memo Brief Identifying plans, policies, and regulations that needs to be updated
- Annotated zoning and development code identifying inconsistencies with Plan direction

Task 14. Draft and Final Plan

Task 14.1 Administrative Draft Plan Report

MIG will create a full draft Plan Report, including the proposed layout, text, and graphics, for internal review. The Internal Review Draft will be delivered as Microsoft Word document with minimal gaps, only where more information may be needed from Town staff. MIG will incorporate one consolidated set of comments into the Public Review Draft Plan Report (see below), to be suitable for desktop publishing layout and public circulation and review.

Task 14.2 Public Review Draft Plan Report

Incorporating the feedback from the Administrative Draft Plan Report, MIG will layout the Plan in Adobe InDesign using an approved template. MIG will provide web and print ready PDF files of the final formatted plan document for public distribution.

Task 14.3 Final Report

MIG will work to incorporate public comments on the Public Review Draft Plan Report into a final document. MIG will track comments, responses, and subsequent changes in a spreadsheet to create a clear understanding of how and where changes were made. This will also allow elected and appointed officials see that the Plan has been responsive to public feedback.

MIG will prepare a package and share all final deliverables (including graphics) as individual, editable files so that the Town may use and repurpose them as necessary. MIG will conduct a handoff session with Town Staff to orient them to the file organization and structure.

Task 14 Deliverables

- Administrative Draft Plan Report
- Public Review Draft Plan Report
- Final Report

SCOPE AND BUDGET ASSUMPTIONS

The following assumptions were used to develop the scope of work and associated budget:

1. For the Comprehensive Plan Update, the MIG Team will create an administrative draft, a public review draft and a final draft. For all other deliverables, the MIG Team will provide an administrative draft and a final draft.
2. Town staff will provide a single, consolidated set of substantive edits for each draft document prepared for this project. All comments between commentators must be resolved by the client before providing the comments to the MIG Team. The consultant team will complete one round of edits based upon substantive client comments on each document. Subsequent edits, such as changes to grammar, punctuation, word choice, etc., will be consolidated to the degree possible.
3. The level of effort for each task is specifically identified in the project budget. During the planning process, MIG will provide a single, digital copy of all products and materials prepared for the Comprehensive Plan Update. For the Final Plan report, the MIG Team will provide the Final Plan in Adobe PDF format and original/editable InDesign files (with text and all graphic links).
4. The budget assumes that the client will be responsible for all printing, packaging and mailing costs related to the project, including materials for public workshops, the Task Force, meeting notices, and any copies of the draft or Final Plan for the public. MIG will invoice the client for internal printing and plotting of proofs and internal copies of work products.
5. The Town will provide the consultant with a complete and up-to-date GIS database of the existing conditions that are available in the Town necessary for the planning and design process.

Our scope and budget assume that the information will be up-to-date, and any cleanup work will be completed by the client.

6. The MIG Team will provide GIS files to the Town for any new mapping data generated during the planning process, including a new Future Land Use layer.
7. The MIG Team assumes that all data and information provided by Town staff is accurate and reliable. Time spent to revise work based on inaccurate or incomplete information is not included in the scope of work or budget. Any corrections or cleanup work will be completed by the client.
8. Town staff will provide MIG with information, data, responses, and review in a timely manner that does not delay the process.
9. The Comprehensive Plan Update process is assumed to take no more than 16 months from contract execution through adoption of the final document. While a shorter timeline will be the target, delays extending the process beyond 18 months caused by the client, outside agencies or others outside of the MIG Team's direct control may require a scope and budget amendment.



Town of Firestone | COMPREHENSIVE PLAN
e s t i m a t e d p r o j e c t

		MIG, Inc.		Subconsultants			Direct Costs	Professional Fees Totals
		MIG Totals		EPS	BHI	Sub Totals		
Task 1: Project Management and Coordination								
1.1	Bi-Weekly Project Management Team (PMT) Meetings	60	\$10,500	\$2,000	\$1,800	\$3,800		\$14,300
1.2	Ongoing Coordination and Communications	68	\$12,040	\$800	\$500	\$1,300		\$13,340
Subtotal		128	\$22,540	\$2,800	\$2,300	\$5,100	\$0	\$27,640
Task 2: Community and Stakeholder Engagement								
2.1	Community Meetings	52	\$7,920	\$1,200	\$1,200	\$2,400	\$517	\$10,837
2.2	Maptionaire Survey	42	\$4,820			\$0		\$4,820
2.3	Focus Groups	27	\$4,485			\$0	\$250	\$4,735
2.4	Board of Trustees and Planning Commission	20	\$3,700	\$1,000		\$1,000	\$250	\$4,950
2.5	Neighboring Jurisdictions	10	\$2,270	\$500	\$500	\$1,000	\$250	\$3,520
2.6	Supporting Collateral	30	\$4,930			\$0		\$4,930
2.7	Social Media and Web Content	22	\$2,410			\$0		\$2,410
2.8	Project Branding - Logo and Templates	8	\$4,900			\$0		\$4,900
Subtotal		211	\$35,435	\$2,700	\$1,700	\$4,400	\$1,267	\$41,102
Task 3: Vision and Guiding Principals								
3.1	Alternative Visions	36	\$4,370	\$500	\$500	\$1,000		\$5,370
3.2	Preferred Community Vision	14	\$1,730			\$0		\$1,730
3.3	Guiding Principles	18	\$2,300			\$0		\$2,300
Subtotal		68	\$8,400	\$500	\$500	\$1,000	\$0	\$9,400
Task 4: Review Previous Plans for Firestone and Immediately Adjacent Neighbors								
4.1	Compile Physical and Policy Level Recommendations	37	\$3,495			\$0		\$3,495
4.2	Map Recommendations	21	\$2,135			\$0		\$2,135
4.3	Identify Conflicts and Gaps	19	\$2,005			\$0		\$2,005
Subtotal		77	\$7,635	\$0	\$0	\$0	\$0	\$7,635
Task 5: Community Profile								
5.1	Initial Community Profile	42	\$4,270			\$0		\$4,270
5.2	Revised Community Profile	17	\$1,795			\$0		\$1,795
Subtotal		59	\$6,065	\$0	\$0	\$0	\$0	\$6,065
Task 6: Summary of Hosuing Trends and Needs								
6.1	Summarize Existing and Platted Residential Development	6	\$590	\$3,500		\$3,500		\$4,090
6.2	Develop Population Projections & Demographic Profile	2	\$250	\$4,500		\$4,500		\$4,750
6.3	Determine Future Housing Needs	4	\$800	\$1,500		\$1,500		\$2,300
Subtotal		12	\$1,640	\$9,500	\$0	\$9,500	\$0	\$11,140
Task 7: Economic Opportunities Analysis								
7.1	Existing Industries, Employers and Jobs	2	\$250	\$2,500		\$2,500		\$2,750
7.2	Identify Target Growth Areas for Firestone	2	\$250	\$3,000		\$3,000		\$3,250
7.3	Develop Jobs Projections	2	\$250	\$3,000		\$3,000		\$3,250
7.4	Translate Jobs Projections to Land Needs	4	\$800	\$1,500		\$1,500		\$2,300
Subtotal		10	\$1,550	\$10,000	\$0	\$10,000	\$0	\$11,550
Task 8: Places and Spaces Framework								
8.1	Natural Resources Inventory and Land Suitability Analysis	52	\$6,140			\$0		\$6,140
8.2	Map Existing and Planned Places and Spaces	17	\$1,795			\$0		\$1,795
Subtotal		69	\$7,935	\$0	\$0	\$0	\$0	\$7,935
Task 9: Amentity-Based Development Types								
9.1	Identify and Define Desired Development Types	20	\$3,240			\$0		\$3,240
9.2	Visualize Missing Development Types	70	\$8,490			\$0		\$8,490
9.3	Determine Barriers to Realizing Missing Development Types	30	\$3,870			\$0		\$3,870
9.4	Determine Desired Mix of Development Types	13	\$1,845			\$0		\$1,845
Subtotal		133	\$17,445	\$0	\$0	\$0	\$0	\$17,445
Task 10: Future Land Use Map								
10.1	Sketch-Level Alternative Development Concepts	24	\$3,350	\$1,500	\$1,500	\$3,000		\$6,350
10.2	Evaluate Sketch-level Alternative Development Concepts	8	\$1,140	\$500	\$500	\$1,000		\$2,140
10.3	Develop Preferred Future Development Concept	14	\$1,845			\$0		\$1,845
10.4	Translate to Future Land Use Map	48	\$5,320			\$0		\$5,320
10.5	Fiscal Impact Assessment	3	\$525	\$6,500		\$6,500		\$7,025
10.6	Refinement to Future Land Use Map	13	\$1,685			\$0		\$1,685
Subtotal		110	\$13,865	\$8,500	\$2,000	\$10,500	\$0	\$24,365
Task 11: Primary Plan Elements								
11.1	Land Use	18	\$2,460			\$0		\$2,460
11.2	Housing	3	\$525	\$2,500		\$2,500		\$3,025
11.3	Economic Development	3	\$525	\$2,500		\$2,500		\$3,025
11.4	Community Character and Identity	18	\$2,460			\$0		\$2,460
Subtotal		42	\$5,970	\$5,000	\$0	\$5,000	\$0	\$10,970
Task 12: Secondary Plan Elements								
12.1	Transportation	4	\$610		\$3,000	\$3,000		\$3,610
12.2	Parks and Recreation	11	\$1,445			\$0		\$1,445
12.3	Arts, Culture and Tourism	7	\$1,095			\$0		\$1,095
12.4	Sustainability, Resiliency, and Emergency Prepardness	10	\$1,275		\$2,500	\$2,500		\$3,775
12.5	Utilities, Infrastructure, and Technology	11	\$1,560		\$2,500	\$2,500		\$4,060
12.6	Energy	10	\$1,160			\$0		\$1,160
12.7	Community Facilities	10	\$1,160			\$0		\$1,160
12.8	Interagency Relationships	7	\$865			\$0		\$865
Subtotal		70	\$9,170	\$0	\$8,000	\$8,000	\$0	\$17,170
Task 13: Implementation Strategy								
13.1	Establish Performance Metrics and Targets	26	\$3,140			\$0		\$3,140
13.2	Identify Required Updates and Coordination	37	\$4,275			\$0		\$4,275
13.3	Code Review to Identify Inconsistencies with Plan Direction	17	\$3,195			\$0		\$3,195
Subtotal		80	\$10,610	\$0	\$0	\$0	\$0	\$10,610
Task 14: Draft and Final Plan								
14.1	Administrative Draft Plan Report	72	\$8,830	\$1,000	\$500	\$1,500		\$10,330
14.2	Public Review Draft Plan Report	36	\$4,600			\$0		\$4,600
14.3	Final Report	14	\$1,730			\$0		\$1,730
Subtotal		122	\$15,160	\$1,000	\$500	\$1,500	\$0	\$16,660
SUBTOTAL		1191	\$163,420	\$40,000	\$15,000	\$55,000	\$1,267	\$219,687
5% Markup (Direct Costs/Administrative)						\$2,750	\$63	\$2,813
TOTAL PROJECT COSTS								\$222,500

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.a

Discussion/Action

Meeting Date: October 26, 2022

Initiated By: Jan Sloat

Dept: Human Resources

AGENDA TITLE

PUBLIC HEARING: Resolution 22-97: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, DECLINING PARTICIPATION IN THE COLORADO FAMILY AND MEDICAL LEAVE INSURANCE PROGRAM

SUMMARY

In November 2020, Colorado voters approved Proposition 118, which established the FAML I Program to be administered by the Colorado Department of Labor and Employment, Division of FAML I. The Program, if elected and premiums contributed, shall provide covered employees with a percentage of paid leave calculated between 37%-90% of their earned wages; capped at a maximum of \$1,100 per week for a maximum of 12 weeks to take care of themselves or a family member during a life event.

Unlike other businesses in Colorado, local governments were given an option to decline participation in the program. Because FAML I is a new program, program rules have not been fully established. Staff is recommending that we opt out of the state-paid FAML I program to allow evaluation of the program and its operation. Participation in FAML I will increase the Town's administrative needs to facilitate the program as well as increase budget costs by 0.45% over current employee wages annually, and maybe more. According to the FAML I Division, any costs associated with errors in calculation, deductions, and/or remittance of premiums will be assigned to the employer.

In addition, the Colorado Department of Labor, FAML I Division, has yet to issue all administrative rules concerning the interaction between the program and other federal and state laws. Employees participating in FAML I will begin paying premiums on January 1, 2023. The FAML I Program will begin paying benefits on January 1, 2024. It is our recommendation we opt out until FAML I has successfully achieved proven processes. If we **do not** opt-out of FAML I now, we will be required to participate in the program for three years. If we choose to opt-out now, we can opt in any year hereafter.

Employees may participate individually at no greater personal cost to them by enrolling with the State in the FAML I Program. Employees will be responsible for submitting their premium payments directly to the State quarterly.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Staff recommends approval of Resolution 22-97

ALTERNATIVES

ATTACHMENTS

1. FAML I Declination Resolution
2. Employee Notification FAML I 10.26.22

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 22-97

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, DECLINING PARTICIPATION IN THE COLORADO FAMILY AND MEDICAL LEAVE INSURANCE PROGRAM

WHEREAS, in November of 2020, Colorado voters approved Proposition 118, which established the State Paid Family and Medical Leave Insurance Program ("FAMLI"), which is codified at C.R.S. Sec 8-13.3-522 et seq., and administered by the Colorado Department of Labor and Employment, Division of FAMLI; and

WHEREAS, FAMLI provides Colorado workers with a maximum of 12 weeks per year paid leave from work to take care of themselves or family members for life events such as the birth, adoption or placement of a child, serious health condition, qualifying exigency (military leave) and safe leave i.e., domestic violence; and

WHEREAS, under FAMLI, employers and their employees are both responsible for funding the program with each party contributing 0.45% of the employees' annual wage with the employee's premium based upon their wages in comparison to the weekly average of wages paid by employers within the State; and

WHEREAS, the premiums required for FAMLI will be collected commencing on January 1, 2023, and payment of benefits will commence on January 1, 2024; and

WHEREAS, as a local government the Town may decline to participate in FAMLI following a public hearing and vote of the Town Board; and

WHEREAS, the Board has been informed by staff that the Town provides employees a broad set of benefits including sick leave and both short-term and long-term disability along with statutory job protections under the Family Medical Leave Act and the States Domestic Violence Leave Act; and

WHEREAS, should the Board decline to participate in the FAMLI Program employees may still participate in FAMLI by providing notice to and submitting their required premium to the State which will then provide the employee compensation for the qualifying events and circumstances; and

WHEREAS, staff recommends that the Town Board decline participation in FAMLI and also decline to withhold and remit the employee share of premiums for Town employees who elect FAMLI coverage.

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

Section 1. Public Hearing. The Board finds and determines that, with regard to the public hearing on the decision of whether to decline participation in FAMLI, notice was given and the hearing was held on October 26, 2022, in accordance with the regulations adopted by the Colorado Department of Labor and Employment and codified at 7 CCR 1107-2.

Section 2. FAMLI Declination. The Board, acting by and on behalf of the Town of Firestone, hereby declines participation in FAMLI, including declining to collect and remit employee premiums to the State for those employees who elect coverage under FAMLI.

Section 3. Notification. The Town Manager is directed forthwith to register with the Division of FAMLI's Online Employer Service System and upon completion of such task notify FAMLI on Town

letterhead of the Board's decision to decline participation in FAMLI including declining to collect and remit employee premiums to the State for those employees who elect coverage under FAMLI.

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

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

APPROVED AS TO FORM:

Miriam Luna Gonzalez, Asst. Town Clerk

William P. Hayashi, Town Attorney



NOTICE TO TOWN EMPLOYEES OF A TOWN BOARD OF TRUSTEES VOTE DECIDING PARTICIPATION IN THE COLORADO FAMILY AND MEDICAL LEAVE INSURANCE ACT

Notice is hereby given to Town Employees that the Town's Board of Trustees will hold a vote on Wednesday, October 26, 2022, in the Boardroom at the Firestone Police Building, 9900 Park Avenue, Firestone, Colorado, at 6:30 p.m., or as soon thereafter as the matter may be heard, to decide whether the Town will decline participation in the Colorado Family and Medical Leave Insurance Act ("FAMLI") C.R.S. 8-13.3-501 et seq. At that time, public comment will be heard on the matter.

FAMLI PROGRAM BENEFITS

In November 2020, Colorado voters approved Proposition 118, which established the FAMLI Program which is administered by the Colorado Department of Labor and Employment, Division of FAMLI. All municipalities are included in FAMLI by default; however, municipalities may opt out of the program by a vote of their governing body. The Board of Trustees will vote on whether the Town should decline participation in the FAMLI program. Employees may speak during the public comment section to voice their support or opposition to the Town's participation in the FAMLI Program or submit written comments to the Town no later than 5:00 p.m. prior to the day of the vote if they are unable to attend in person. A majority of a quorum of the Board of Trustees members must vote to decide whether the Town will decline participation in the FAMLI program.

FAMLI provides covered employees with a maximum of 12 weeks per year of paid leave to take care of themselves or a family member during life events such as the birth, adoption, or placement for the care of a child during the first year after birth, adoption or placement, serious health condition, such as illness, injury, pregnancy, recovery from childbirth, inpatient care or continuing medical treatment, qualifying exigency (military) leave and safe leave ie; domestic violence or sexual assault.

Participating employers and employees each contribute to insurance premiums for FAMLI. Premiums for the plan are set at 0.9% and are split evenly between employee/employer at 0.45% of the employee's gross wages. Premiums are required to be paid regardless of whether the employee ever uses the program. Contributions for premiums begin January 1, 2023, but qualified leave is not available to contributors until January 1, 2024.

Under FAMLI and beginning in January 2024 an employee may be paid between 37% and 90% of their regular earned wages. The percentage of pay is based on earnings made by the employee and is capped at a maximum of \$1,100 per week. As an example; someone who earns \$1500 per week would be eligible to receive 68% of their pay, or \$1,018 per week while they are on leave under the State FAMLI Program.

The chart below provides an example of what FAMLI benefits would be. For additional information on how to calculate premiums and benefits based on your income; go to the premium and benefits calculator.

The premium and benefits calculator can be found online at:

<https://famli.colorado.gov/individuals-and-families/premium-and-benefits-calculator>

Weekly Wage	Weekly Benefit	Maximum Annual Benefit	Percent of Weekly Wage
\$500	\$450	\$5,400	90%
\$1,000	\$768	\$9,216	77%
\$1,500	\$1,018	\$12,216	68%
\$2,000	\$1,100	\$13,200	55%
\$3,000	\$1,100	\$13,200	37%

FAMLI leave which qualifies as leave under the Family Medical and Leave Act (“FMLA”) runs concurrently with FMLA leave.

TOWN LEAVE BENEFITS:

Employees currently receive FMLA leave of up to twelve weeks per year of job-protected leave for qualified medical and family reasons, including the care for a new child, serious health condition and recovery for the employee or a family member, qualifying exigency arising out of an employee or family members military service

Personal Time Off

PTO is currently available to benefited employees regularly scheduled to work forty (40) hours per week. Full-time employees working less than forty (40) hours will receive a prorated benefit. PTO is paid time off for all vacation, absences for personal business, and incidental employee or dependent illness.

LENGTH OF CONTINUOUS SERVICE	ACCRUAL PER PAY PERIOD	MAXIMUM ANNUAL ACCRUAL HOURS
0-12 months (< 1 year)	6.15	160
13-48 months (2-4 years)	9.23	240
49-108 months (5-9 years)	10.77	280
109+months (>9 years)	12.31	320

The above-listed accrual rates are for employees regularly scheduled to work forty (40) hours per week. Full-time employees working less than forty (40) hours will receive a prorated benefit.

EIB Leave

Before 2019, the Town had an Extended Illness Bank (“EIB”). Existing employees with EIB accruals may use such accruals in conjunction with FMLA leave for an employee’s illness and the care of a family member.

Short-Term Disability

This program provides for wage continuation for eligible employees at 60% of full pay (to a maximum of \$1,000 per week) beginning day 15 of the disability and continues to be paid for 24 weeks. For employees who elect to opt into the FAMLI program, **FAMLI benefits will run concurrently with STD benefits.**

Long Term Disability

The Town provides Long Term Disability equal to 60% of salary (to a maximum of \$5,000 per month) after 90 days of total disability. For employees who elect to opt into the FAMLI program, **FAMLI benefits will run concurrently with LTD benefits.**

Workers’ Compensation

Rules concerning how FAMLI will interact with Workers’ Compensation benefits have not yet been determined by the State.

Domestic Abuse Leave

Rules concerning how FAMLI will interact with Domestic Abuse Leave benefits have not yet been determined by the State.

EMPLOYEE OPT-IN PROCEDURE

If the Town opts out of FAMLI, an employee may individually opt into the state FAMLI Program by contacting the FAMLI Division at CDLE_FAMLI_info@state.co.us. Any employee opting in must do so for an initial term of at least three years and will be responsible for the payment to the State of their premium.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.b

Discussion/Action

Meeting Date: October 26, 2022

Initiated By: Raelynn Ferrera

Dept: Administration

AGENDA TITLE

Resolution 22-115: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND RAFTELIS FINANCIAL CONSULTANTS, INC FOR PROFESSIONAL SERVICES.

SUMMARY

Staff issued a Request for Qualifications (RFQ) for The Water Rate Study on August 24, 2022. Two sealed qualifications were received on September 12, 2022. The staff reviewed the RFQs and selected Raftelis Financial Consultants (Raftelis).

Raftelis has performed thousands of rate and fee studies for utilities and local governments across the country. Colorado clients include the City of Aspen, The City of Aurora, the City of Boulder, The City of Brighton, the City and County of Broomfield, the Town of Castle Rock, the City of Evans, the Town of Erie, the City of Pueblo, the City of Greeley, the City of Thornton, City of Fort Collins, and the City of Westminster.

This Agreement will allow Town staff to work with Raftelis to conduct the Water Rate Study.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

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

ALTERNATIVES

ATTACHMENTS

1. Raftelis Financial Consultants Water Rate Study Reso
2. Agreement for Professional Services - Raftelis

FINANCIAL CONSIDERATIONS

TASK	FEE
Project Initiation	\$6,640
Water Tap Fees/Water Infrastructure and Storage Fees	\$10,495
Water Customer Demand Analysis	\$7,730
10-Year Water Financial Plans	\$9,765
Cost-of-Service Analysis	\$9,085
Water Rate Design	\$6,365
Reports and Presentations	\$10,390
Total Fees	\$57,770
Total Expenses	\$2,700
Total Fees & Expenses	\$60,470
	
<i>Optional Tasks - Rate Change Strategic Communications</i>	<i>\$13,400</i>
<i>Stormwater Financial Plan</i>	<i>\$16,460</i>

RESOLUTION NO. 22-115

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF
FIRESTONE AND RAFTELIS FINANCIAL CONSULTANTS, INC FOR
PROFESSIONAL SERVICES**

WHEREAS, the Town of Firestone (“Town”) requires professional services to prepare a water rate study (“Project”); and

WHEREAS, the Town published a request for qualifications for such services for the Project; and

WHEREAS, the Town has evaluated the proposals submitted in response to the request for qualifications and finds that Raftelis Financial Consultants, Inc is the most qualified for the professional services described in the request for qualifications; and

WHEREAS, the Town finds that Raftelis Financial Consultants, Inc has the expertise, qualifications, and experience to perform the work and duties required for the Project and desires to select Raftelis Financial Consultants, Inc for the request for qualifications and to enter into an agreement with Raftelis Financial Consultants, Inc to provide the Professional Services as described in the scope of services, attached to the Professional Services Agreement as Exhibit A; and

WHEREAS, the Board of Trustees finds and declares that it is in the best interest of the Town to award the request for qualifications to Raftelis Financial Consultants, Inc 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 Raftelis Financial Consultants, Inc is approved in substantially the same form as the copy attached hereto and made a part of this Resolution, and the Mayor is authorized to execute the Agreement on behalf of the Town.

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

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Miriam Luna Gonzalez, Asst. 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 **RAFTELIS FINANCIAL CONSULTANTS, INC.**, an independent Consultant with a principal place of business at 5619 DTC Pkwy #850, Greenwood Village, Colorado, 80111 ("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 **Water Rate Study (W2022-9546)**

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 an amount not to exceed **\$90,330.00**. 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 Sub-Consultants 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 Sub-Consultant 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 Sub-Consultant 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 Sub-Consultant 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 Sub-Consultant of Consultant, or any officer, employee, representative, or agent of Consultant or of any Sub-Consultant 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. WORKER WITHOUT AUTHORIZATION

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 Sub-Consultant that fails to certify to Consultant that the Sub-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.

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 Sub-Consultant 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 Sub-Consultant and the Town within 3 days that Consultant has actual knowledge that the Sub-Consultant 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 Sub-Consultant if within 3 days of receiving the notice required pursuant to subsection 3 hereof, the Sub-Consultant 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 Sub-Consultant provides information to establish that the Sub-Consultant 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.

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:

Miriam Luna Gonzalez, Asst. Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

RAFTELIS FINANCIAL CONSULTANTS, INC

By:

EXHIBIT A
SCOPE OF SERVICES

Revised Scope of Work

Task 1: Project Initiation

Work Plan Activities

This task sets the stage for efficient and effective project execution through understanding the Town's perspective and what they value in a successful project.

Project Management

- Provide timely invoices, regular calls with the Town's project manager, and identify milestones and deliverables.

Project Initiation Meeting

- Provide data request in advance of the project initiation meeting.
- Review prior Town rate models before the meeting
- Schedule a conference call to review and clarify data request items.
- Discuss other policy objectives that may affect the study (e.g., reserve policies, debt coverage requirements, etc.).
- Revise and finalize the project scope of work

Pricing Objectives Workshop (can be held during project initiation meeting)

- Conduct a pricing objectives workshop with Town staff to better understand the objectives of current rate structures and critical issues that should be considered in the development of alternative rate designs
- Establish criteria for each objective to measure each structure's ability to meet the goal. These criteria or metrics may include comparing the percent of revenue from fixed charges, the bill for essential water use for residential customers, and the amount of volume revenue to be recovered in the top tier of the residential structure. Task 6 lists other evaluation metrics.
- Prepare rate structure alternatives that align with the selected objectives. Rate structure alternatives will be evaluated in Task 6

Common Pricing Objectives



DELIVERABLES:

- Project initiation meeting with Town Staff
- Technical Memorandum summarizing results and action items from the project initiation meeting
- Top-ranked pricing objective for rate design alternatives
- Technical memorandum summarizing results of pricing objectives workshop

Task 2: Water Capital Investment Fees (Tap Fees), Infrastructure and Storage Fees

Work Plan Activities

This task will ensure that new development funds their share of system needs, thereby maintaining equity between existing and new customers.

General Methodology for Water Fees

- Evaluate the water system's available capacity to serve the growth and the capacity anticipated to be added within the 10-year capital improvement program to determine the best methodology for calculating tap fees. The basic methodologies include
 - **Buy-in:** Historical perspective. Existing available capacity with nominal future growth
 - **Incremental:** Forward-looking. Little to no capacity available with large expansions projects in the new

future

- Hybrid: Combination of buy-in and incremental. Some existing capacity is available, with future expansion projects anticipated soon.

Water Capital Investment Fees

- Calculate the current value of available capacity and planned growth-related costs. We will evaluate the valuation of existing assets:
 - Value existing system facilities at current replacement costs using Engineering News Record Construction Cost Index (ENR-CCI) or other similar construction-related index based on the Town's existing asset records. For growth-related projects, incorporate projects from 2020 – 2050
- For the incremental method, identify growth-related projects with assistance from Town staff.
- Estimate the remaining capacity in existing facilities and capacity to be added with future facilities (e.g., growth-related CIP)
- Apply adjustments such as developer contributions and outstanding loans currently paid through rates
- Determine the remaining and future capacity to be added to the water system. Estimate buildout land use categories and parcel square footage.
- Establish peak demand basis for a ¾" water meter.
- Apply the unit cost of capacity to the ¾" water meter demand and scale for the larger meter sizes
- Compare tap fees under the new structure to fees under the existing system.
- Prepare a capital investment fee survey of peer communities for use in the final presentation to Town staff

Water Storage and Infrastructure Fee

- Review existing documents developed by the Town's engineer of record (Leonard Rice Engineers) regarding previous fee calculations.
- Conduct a forensic analysis by validating assumptions used and cost justification for the storage and infrastructure costs
- Using the existing convertible yield assumptions to calculate fees
- Develop a memorandum summarizing our findings and conclusions

DELIVERABLES:

- Technical memorandum summarizing the water capital investment fee, storage and infrastructure fee
- Peer survey of all fees

Task 3: Water Customer Demand Analysis

Work Plan Activities

This task is the basis for developing accurate water demand projections to forecast revenue and allocate costs in the cost of service analysis.

Water

- Tabulate and summarize monthly billing data for each customer class for three years. This includes the number of bills by meter size, total water volume sold, and use per bill.
- Develop the residential bill frequency to determine the number of bills and volume billed at each increment of water usage. This will provide the volume billed under the current tiered structure and the ability to determine volume billed at other tier thresholds.
- Calculate the number of bills and accounts by meter size (if available) for the rate structure alternative analysis.
- Project water demands considering growth and changes in use per account from active and passive water savings.

DELIVERABLES:

- Customer class demand characteristics used to develop revenue projections and in the cost of service analysis
- Technical memorandum summarizing results of water demand and bill frequency analysis

Task 4: 10-Year Water Financial Plan Cash Flow

Work Plan Activities

This task lays the groundwork for creating a long-term financial roadmap to meet financial goals. This will assist the Town with proactive planning of large capital projects, evaluating various funding options, and balancing those to minimize future revenue adjustments.

- Create a financial plan for the study period 2023 to 2032. Prepare separate cash flows within the financial plan that track annual operating and capital activities.
- Forecast revenue under existing rates using the demands projections developed in Task 2, capital investment fees, CWCWD fees, and other miscellaneous revenues. Capital investment fees and CWCWD fee revenues will be projected based on the infill and new development growth estimates.
- Forecast operations and maintenance (O&M), repair and replacement (R&R) capital, expansion capital (based on master plan results or other engineering reports), and existing and proposed debt service. Incorporate new positions, changes in operating efficiencies, etc.
- Identify the projects eligible for bond or state loans based on timing, duration, and the project amount. Raftelis can present financial plan alternatives considering specific projects financed through state loans or grants that the Town has secured.
- Develop an 'optimal' revenue requirement financial plan balancing a mix of cash funding and debt financing capital projects (if applicable) while meeting reserve targets and debt service coverage requirements while maintaining conservative debt capacity levels and minimizing revenue increases. Calculate annual rate revenue adjustments needed through the study period.
- Review existing reserve and debt capacity levels and recommend changes based on specific financial risks or upcoming large capital expenditures.
- Conduct an on-site meeting to review preliminary results with Town staff.
- Update financial plan scenarios based on feedback from Town staff
- Prepare a rate survey of communities for use in the final presentation to Town staff and the Board of Trustees.

DELIVERABLES:

- Financial plan alternative cash flows for water
- On-site meeting with Staff to review and finalize cash flows for use in the cost of service and rate design analysis
- Technical memorandum summarizing results of financial plan analysis

Task 5: Water Cost-of-Service Analysis

Work Plan Activities

The outcome of this task is to develop rates that recover costs fairly and equitably from customer classes while minimizing subsidies between the classes.

- Determine the test year revenue requirement (which includes O&M, capital projects, transfers, debt service, etc.) for cost functionalization and cost allocation
- Assign the net book value or replacement cost of existing utility infrastructure to functional categories and cost components to allocate annual capital costs and debt service. Functional categories typically include treatment, transmission and distribution, pumping, storage, and fire protection. Distribute test-year functionalized capital costs (PAYGO financing and projected debt service) proportionately across the cost components or demand parameters (average day, peak day demands, and customer-related cost categories)
- Functionalize O&M expenses and non-rate revenue offsets to the functional categories. Functional categories include water purchases, treatment, pumping, treated storage, source of supply, transmission and distribution, meters and services, and billing)
- Allocate test-year capital cost, O&M expenses, and non-rate revenue offsets to the correct demand parameters. Demand parameters include average day demands, peak demands (variable cost components),

Task 5: Water Cost-of-Service Analysis

Work Plan Activities

customer-related activities such as billing, meters, and services, and customer field services (fixed-related costs).

- Determine customer class units of service. Units of service include class average day demands, peak demands, number of bills, and number of ¾" meter equivalents.
- Distribute the allocated test-year capital costs, O&M expenses, and non-rate revenue offsets to customer classes based on each of their proportionate share of demands, bills, and equivalent meters
- Compare the class cost of service to the revenue projected under existing rates for the test year. This comparison will show the class percentage change based on the cost-of-service process.

DELIVERABLES:

- Cost to provide service to each customer class based on their usage and customer characteristics
- Technical memorandum summarizing results of the cost-of-service analysis

[1] The test year is the year in which rates will be effective.

Task 6: Rate Design

Work Plan Activities

This task uses the results of the cost of service for each customer class as calculated in Task 5 to determine the level of the monthly fixed charges and volumetric rates under the existing and alternative rate structure.

- Calculate the test year cost of service rates for each class under the existing rate structure
- Calculate the test year cost of service rates for each class based on the rate structure alternatives developed from the pricing objectives exercise in Task 1.
- Using the pricing objectives evaluation metrics identified in Task 1, determine the alignment of the existing rate structure with the objectives and the alternatives.
- Provide a comprehensive summary of recommended rate structure and assess the performance of the recommended changes against the current rate structure
- Develop annual customer bill impacts to compare the change in the average monthly bill and annual change in billings under each alternative compared to the bills under the existing structure.
- Develop a water utility bill comparison under the Town's existing and proposed rates compared against at least five peer utilities

Additional Example Pricing Objectives Evaluation Metrics

1. Rate structure 's ability to recover each class' cost of service
2. Rate structure's ability to fairly recover costs from low and high-volume users
3. Rate structure should recover the required revenue by class and in total
4. Rate structure should minimize impact to customers

Deliverables:

- Technical memorandum summarizing results of rate design analysis of the existing and proposed rate structure alternatives
- On-site meeting with Town Staff and other stakeholders to review rate design alternatives, update based on discussions with Staff and finalize the preferred alternative

Task 8: Reports and Presentations

Work Plan Activities

Reports

- Prepare a single compiled report for the various components of the study (financial plan, cost of service analysis, rate design). Include a description of the overall assumptions, approach, methodology, findings, supporting justification, recommended amount, and the calculations that provide the legal nexus between the recommended rates assessed and costs associated with providing the service. Other areas that will be included in the report for both water will include:

Task 8: Reports and Presentations

Work Plan Activities

- Assessment of current water tap fees and proposed tap fees' ability to fund growth-related projects and mitigate the costs of growth CIP costs to existing ratepayers
- Assessment of the equity of the proposed rates for all customer types
- Assessment of the impact on funding and the economic well-being of the community (pricing objectives)
- Demonstration of the revenue generated by the proposed rate structure and its ability to fund future system costs
- Provide a comprehensive summary of recommended rate structure and assess the performance of the recommended changes against the current rate structure

Presentations

- Attend Town Board meetings (up to 4 total) to present the preliminary findings and the final results of the rate study. Discuss methodology, findings, and formal presentation, answer questions about finding, and collect input to prepare the final report.
- Prepare a final report submitted to the Town containing background information, methodology, findings, and recommendations. More specifically, the Consultant shall prepare a report including, but not limited to, the following:
 - Background description of the overall methodology.
 - Supporting justification

DELIVERABLES:

- Draft and final reports
- 4 Board presentations and attendance at Board meetings
- Stakeholder outreach plans

Optional Task 1 - Rate Change Strategic Communications

Work Plan Activities

- Conduct research, situation analysis, and environmental scan of current issues and your communications landscape that may impact customer rate change acceptance.
- Perform stakeholder identification and interest/influence mapping exercise to ensure key influencers are connected to the communication process while identifying the communication needs of any special populations.
- Develop a messaging platform for internal and external audiences to provide information and context for why rates may be changing, how the increases will benefit customers and how the results will be implemented, and examples of typical customer impacts.
- Provide a strategy for using your website, social media, printed and electronic materials, bills, direct mail, newsletters, and staffing resources if/where available.
- Identify community outreach tactics for your staff and leadership to reach key influencers and highly impacted customer groups.
- Develop a communications implementation timeline.

DELIVERABLES:

- Virtual work session with your management and communications staff
- Strategic communication plan
- Suite of communication tools including infographics, fact sheets, bill stuffers, presentation slide decks, FAQs, talking points, website copy, social media content, explainer videos, news releases, etc.

Optional Task 2 – 10-Year Stormwater Financial Plan

Work Plan Activities

This task lays the groundwork for creating a long-term financial roadmap to meet financial goals. This will assist the Town with proactive planning of large capital projects, evaluating various funding options, and balancing those to minimize future revenue adjustments.

Customer Billing Analysis

- Analyze the Town's impervious area data for residential and commercial customers to develop the revenue projections used in the financial plan forecast. We have assumed that customer billing data from the billing system can be exported to a file type compatible with SQL server, Microsoft Access, and Excel. Compatible file types include .csv, .txt, or .xlsx files. This level of effort assumes that all GIS data will include the necessary layers that identify and link parcel type, size, and impervious area together.
- Determine customers who are exempt from stormwater charges or have reduced charges due to status or particular on-site infrastructure to mitigate stormwater flow events.

Financial Plan Cash Flow Analysis

- Create a financial plan for the study period 2023 to 2032. Prepare separate cash flows within the financial plan that track annual operating and capital activities.
- Forecast revenue under existing rates using the impervious and customer projections developed in Task 3
- Forecast operations and maintenance (O&M), repair and replacement (R&R) capital, expansion capital (based on master plan results or other engineering reports), and existing and proposed debt service. Incorporate new positions, changes in operating efficiencies, etc.
- Identify the projects eligible for bond or state loans based on timing, duration, and the project amount. Raftelis can present financial plan alternatives considering specific projects financed through state loans or grants that the Town has secured.
- Develop an 'optimal' revenue requirement financial plan balancing a mix of cash funding and debt financing capital projects (if applicable) while meeting reserve targets and debt service coverage requirements while maintaining conservative debt capacity levels and minimizing revenue increases. Calculate annual rate revenue adjustments needed through the study period.

- Review existing reserve and debt capacity levels and recommend changes based on specific financial risks or upcoming large capital expenditures.
- Conduct an on-site meeting to review preliminary results with Town staff.
- Update financial plan scenarios based on feedback from Town staff
- Prepare a rate survey of communities for use in the final presentation to Town staff and the Board of Trustees.

DELIVERABLES:

- Financial plan alternative cash flows
- On-site meeting with Staff to review and finalize cash flows for use in the cost of service and rate design analysis
- Technical memorandum summarizing results of financial plan analysis

Project Fees

The following table provides a breakdown of our proposed fee for this project. The water rate study total fee is \$60,470. We have listed two optional tasks – Rate Change Strategic Communications and a Stormwater Financial Plan. The proposed fees are \$13,400 and \$16,100, respectively. This table includes the estimated level of effort required to complete each task and the hourly billing rates for our project team members. Expenses include costs associated with travel and a \$10 per hour technology charge covering computers, networks, telephones, postage, etc.

Tasks	In-person Meetings	Hours						Total Fees & Expenses
		HS	TC	AR	BB	MC	Total	
1. Project Initiation	1	2	12		6	6	26	\$6,640
2. Water Tap Fees/ Water Infrastructure and Storage Fees			8	1	16	24	49	\$10,495
3. Water Customer Demand Analysis			6		8	24	38	\$7,730
4. 10-Year Water Financial Plans	1		8	1	10	28	47	\$9,765
5. Cost-of-Service Analysis			8	1	10	24	43	\$9,085
6. Water Rate Design	1		8	1	10	8	27	\$6,365
7. Reports and Presentations	4	2	24		4	10	40	\$10,390
Total Meetings / Hours	7	4	74	4	64	124	270	
Hourly Billing Rate		\$325	\$285	\$285	\$225	\$160		
Total Professional Fees		\$1,300	\$21,090	\$1,140	\$14,400	\$19,840	\$57,770	
HS - Harold Smith (Project Director)		Total Fees						\$57,770
TC - Todd Cristiano (Project Manager)		Total Expenses						\$2,700
AR - Andrew Rheem (QA/QC)		Total Fees & Expenses						\$60,470
BB - Brian Bass (Lead Analyst)		Optional Task - Rate Change Strategic Communications						\$13,400
MC - Matt Canfield (Analyst)		Stormwater Financial Plan						\$16,460
		Total Fees & Expenses Including Optional Task						\$90,330

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.c

Discussion/Action

Meeting Date: October 26, 2022

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 22-116: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING THE AMENDMENT TO THE NATIVE WATER DEDICATION AGREEMENT AND ADDENDUM BETWEEN THE TOWN OF FIRESTONE AND CK H2O VENTURES LLC A COLORADO LIMITED LIABILITY COMPANY, MILLRACE RESOURCES LLC A COLORADO LIMITED LIABILITY COMPANY AND FRONTIER VENTURES LLC, A COLORADO LIMITED LIABILITY COMPANY

SUMMARY

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

The Vistosa (Vogl Annexation) project developer is CK H2O Ventures, LLC, Millrace Resources, LLC, and Frontier Ventures, LLC, which owns water shares of the New Coal Ridge Ditch Company and has previously worked with Town staff on the Native Water Dedication Agreement and Addendum that was approved by the Board at the March 30, 2022, Special Board of Trustees meeting.

The Amendment before the Board will allow for additional time for the developer to complete the obligations necessary for its performance at the Credit Closing. The developer is requesting that the October 31, 2022 Credit Closing be extended to on or before December 15, 2022.

HISTORY AND PREVIOUS BOARD ACTION

On March 30, 2022, the Board approved Resolution 22-46, a resolution approving the execution of the Native Water Dedication Agreement and Addendum between the Town of Firestone and CK H2O Ventures, LLC, Millrace Resources, LLC, and Frontier Ventures, LLC to accept native water rights as "water credits" to satisfy the water dedication requirement for development in the Town of Firestone.

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

RECOMMENDATION

Staff recommends approval of Resolution 22-116, a resolution approving the execution of the Amendment to the Native Water Dedication Agreement between the Town of Firestone and CK H2O Ventures, LLC, Millrace Resources, LLC, and Frontier Ventures, LLC to extend the Credit Closing date from October 31, 2022, to on or before December 15, 2022.

ALTERNATIVES

The Board may choose not to approve Resolution 22-116 and provide staff with additional direction.

ATTACHMENTS

1. Res 22-116 Amendment to Native Water Dedication and Amended Agm
2. Amendment to Dedication Agreement-Final

FINANCIAL CONSIDERATIONS

None at this time.

RESOLUTION NO. 22-116

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER
ACTIVITY ENTERPRISE, APPROVING THE AMENDMENT TO THE NATIVE
WATER DEDICATION AGREEMENT AND ADDENDUM BETWEEN THE
TOWN OF FIRESTONE AND CK H2O VENTURES LLC A COLORADO
LIMITED LIABILITY COMPANY, MILLRACE RESOURCES LLC A
COLORADO LIMITED LIABILITY COMPANY AND FRONTIER VENTURES
LLC, A COLORADO LIMITED LIABILITY COMPANY**

WHEREAS, upon adoption of Resolution No. 22-46 the Town of Firestone (“Firestone”) approved a Native Water Dedication Agreement and Addendum (collectively “Dedication Agreement”) with CK H2O Ventures LLC Millrace Resources LLC and Frontier Ventures LLC (collectively “Developer”) which allows Developer to dedicate Native Water in the form of shares in the New Coal Ridge Ditch Company to Firestone in satisfaction of Developer’s raw water dedication requirements set forth in the Firestone Municipal Code; and

WHEREAS, the Dedication Agreement sets deadlines for certain actions to be taken in the process of dedicating the Native Water to Firestone; and

WHEREAS, the Developer has requested additional time to complete the obligations for its performance of the October Credit Closing as the term is defined in the Dedication Agreement; and

WHEREAS, the Parties desire to extend Dedication Agreement’s deadlines as set forth in an Amendment to the Dedication Agreement so that the Developer can complete the dedication of the Native Water to Firestone.

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

The Amendment to the Native Water Dedication Agreement and Addendum between the Town of Firestone, acting by and through its Water Activity Enterprise, and CKO H2O Ventures LLC, a Colorado limited liability company, Millrace Resources LLC, a Colorado limited liability company, and Frontier Ventures LLC, a Colorado limited liability 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 Amendment to the Native Water Dedication Agreement and Addendum on behalf of the Town of Firestone.

INTRODUCED, READ, AND ADOPTED this 26th day of October, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Miriam Gonzales, Acting Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**AMENDMENT
TO NATIVE WATER DEDICATION AGREEMENT AND ADDENDUM**

THIS AMENDMENT TO NATIVE WATER DEDICATION AGREEMENT AND ADDENDUM ("Amendment") is entered into by and between Firestone and CK H2O Ventures, LLC, a Colorado limited liability company, Millrace Resources, LLC, A Colorado limited liability company, and Frontier Ventures, LLC, a Colorado limited liability company whose address is c/o Carlson Land Development, LLC, 14570 Clay Street, Broomfield, Colorado 80023; Attention: Blake Carlson (collectively "Developer"). Firestone and Developer may be referred to collectively herein as the "Parties". In this regard, the Parties hereby agree as follows:

WITNESSETH

Firestone and Developer entered into a Native Water Dedication Agreement and Addendum ("collectively the "Dedication Agreement") dated March 30, 2022 which allows Developer to dedicate Native Water in the form of shares in the New Coal Ridge Ditch Company (the "Native Water") to Firestone in satisfaction of Developer's raw water dedication requirements to the Firestone Municipal Code; and

WHEREAS, the Dedication Agreement sets certain deadlines for certain actions to be taken in the process of dedicating the Native Water to Firestone; and

WHEREAS, Developer has requested additional time to complete the obligations necessary for its performance at the October Credit Closing, as that term is defined in the Dedication Agreement.

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

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

1. The recitals above are hereby incorporated as if fully restated herein.
2. Developer has paid the Native Water Dedication Fee, in accordance with its obligations under the Dedication Agreement.
3. The "Investigation Period" as that term is used and defined in the Dedication Agreement is completed as of the date of this Amendment. Firestone has provided Developer with its determination regarding the Native Credit (as that term is used in the Dedication Agreement) that Developer shall receive from the dedication of the Native Water to Firestone.
4. The Parties agree to extend the deadline for all actions and obligations of the Parties required at the October Credit Closing up to and including December 15, 2022.

5. Except as modified by this Amendment, the terms of the Dedication Agreement remain in full force and effect.
6. In the event of any inconsistencies between the terms and provisions of this Amendment and those set forth in the Dedication Agreement, the terms and conditions of this Amendment shall control in all instances. Capitalized terms not otherwise defined in this Amendment shall have the meaning attributed to those terms in the Dedication Agreement. Except as set forth in this Amendment, the Dedication Agreement is ratified and acknowledged by the parties to be in full force and effect. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Executed copies of this Amendment may be delivered by email or facsimile and the parties hereto agree to accept and be bound by electronic or facsimile signatures hereto.

TOWN OF FIRESTONE

By: _____
Name: _____
Title: _____

CK H2O VENTURES, LLC:

By:  _____
Name: Wedraun Ketschlagger
Title: Manager / Member

**MILLRACE RESOURCES, LLC, a
Colorado limited liability company**

By:  _____
Name: Wedraun Ketschlagger
Title: Manager / Member

**FRONTIER VENTURES, LLC, a
Colorado limited liability company**

By:  _____
Name: Blake Cooper
Title: MGR.

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.d

Discussion/Action

Meeting Date: October 26, 2022

Initiated By: Jessica Clanton, Julie Pasillas

Dept: Finance

AGENDA TITLE

Resolution 22-117: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PRESCRIBING THE TOWN OF FIRESTONE'S WATER RATES, FEES, TOLLS AND CHARGES AND STORAGE AND INFRASTRUCTURE INVESTMENT FEES

SUMMARY

Staff has prepared a resolution for consideration by the Board to increase water rates and tap fees in accordance with Central Weld County Water District's pending increases. The effective date of Central Weld's increases is November 1, 2022.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees discussed the pending rate and fee increases at the September 28, 2022, regular Board of Trustees meeting and the October 19, 2022 work session.

RECOMMENDATION

Staff recommends that the Board of Trustees approve the attached resolution increasing the water rates to cover the anticipated cost increase of water rates and increase the tap fees to cover capital improvement fee increases from Central Weld County Water District, to be effective on November 1, 2022.

ALTERNATIVES

The Board may choose not to approve Resolution 22-117 and provide staff with additional direction.

ATTACHMENTS

1. Res No 22-117 A RESOLUTION PRESCRIBING TWATER RATES FEES TOLLS AND CHARGES AND STORAGE AND INFRASTRUCTURE INVESTMENT FEES

FINANCIAL CONSIDERATIONS

The increased rates are predicted to increase water rate revenue by approximately \$1,074,000 to cover the water rate increases from Central Weld County Water District.

RESOLUTION NO. 22-117

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PRESCRIBING THE TOWN OF FIRESTONE'S WATER RATES, FEES, TOLLS AND CHARGES AND STORAGE AND INFRASTRUCTURE INVESTMENT FEES

WHEREAS, the Town of Firestone ("Town") for administrative efficiency by Resolution No. 21-199 consolidated its water rates, fees, tolls and charges and storage and infrastructure investment fees in one resolution; and

WHEREAS, the Town, which operates a municipal water facility and Central Weld County Water District ("CWCWD") are parties to various intergovernmental agreements concerning the provision of water service and facilities to the Town; and

WHEREAS, pursuant to such intergovernmental agreements, CWCWD from time to time increases its charges regarding its provision of water services to the Town; and

WHEREAS, effective November 1, 2022, CWCWD shall implement increases in the amount of eighteen percent per annum for the water rates and charges and tap fees which it imposes upon the Town; and

WHEREAS, to ensure that the Town in a fiscally responsible manner can continue to meet its operational and capital needs for its water delivery systems the Town must increase in an amount equal to that imposed by CWCWD the water rates and charges and tap fees in the amounts set forth in Section 1, Section 2, and Section 3, (Water Usage Rate) in this resolution; and

WHEREAS, all other rates, fees, charges, meter and yoke fees and native water dedication agreement storage and infrastructure fees shall remain as set forth in Resolution No. 22-35.

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

Section 1. Water rates and charges. The following monthly rates and charges shall be imposed for water received from the Town of Firestone water system:

Meter Size	Residential Base Rate Charge	Non- Residential Base Rate Charge*	Water Included in Rate (Gallons)
5/8"	\$ 39.40	\$ 39.40	-0-
3/4"	\$ 60.41	\$ 60.41	-0-
1"	\$ 99.78	\$ 99.78	-0-
1-1/2"	\$ 196.92	\$ 196.92	-0-
2"	\$ 317.71	\$ 317.71	-0-
3"	\$ 593.40	\$ 593.40	-0-
6"	\$ 2,346.30	\$ 2,346.30	-0-

*Non-Residential accounts include Commercial, Industrial, Irrigation, Mobile Home Parks and Multi-Family

Water Charge Per 1,000 Gallons

Customer Type	Gallons	Rate
Commercial & Industrial	All usage	\$ 5.79
Irrigation Only	All usage	\$ 8.80
Mobile Home Parks	All usage	\$ 7.09
Multi-Family	All usage	\$ 5.78
Out –of-Town Rates	Base rates and gallon charges for any out-of-town service shall be two times the in-Town rates and charges.	

Water Charge Per 1,000 Gallons

Gallons	Rate
Residential	
0-5,000	\$ 3.73
5,001-20,000	\$ 6.57
20,001-40,000	\$ 10.52
Above 40,000	\$ 13.14

Section 2. Connection, Capital Investment and Repair Fees. The following connection and capital investment and repair fees shall be imposed, except that the Town of Firestone shall not be required to pay such connection fees for irrigation sprinkler systems for any public parks, rights-of-way, open space, or medians, or any facility developed, owned or paid for by the Town.

Meter Size	Total
5/8"	\$ 14,800
3/4"	\$ 22,200
1"	\$ 37,000
1-1/2"	\$ 76,000
2"	\$ 122,400

Connection and capital investment and repair fees as well as any other fees for taps requiring a meter larger than 2" shall be determined by the Board of Trustees on an individual basis considering such factors as type of use, contemplated volume demand for water, effect on the entire water system in the Town, connection and capital investment fees imposed by CWCWD, and all other factors relevant to

the application. All taps requiring a meter larger than 2" and all taps applied for where the service requested is outside of the Town limits shall be by contract with the Board of Trustees. Out-of-town taps of 2" or less shall be charged fees at two times the amount of in-Town fees.

Section 3. Construction Hydrant Meter Rental Terms. The following fees shall be imposed for hydrant meters supplied by the Town for construction water use. A Hydrant Connection Permit must be obtained from the Town Clerk prior to any water being used from any fire hydrant. Such permit shall be valid for a period not to exceed 6 months.

Deposit	\$ 4,200.00 per meter
Administration Fee	\$ 25.00 per permit
Meter Rental	\$ 4.00 per day
Late Charge	\$ 5.00 per day
Water Usage Rate	\$ 5.79 per 1,000 gallons

Section 4. Meter & Yoke Fees. The following fees shall be imposed for Meter and Yoke assemblies installed by the Town for new service connections; such fees for taps requiring a meter larger than 2" shall be as set by contract with the Board of Trustees:

<u>Meter Tap Size</u>	<u>Administrative Fee</u>	<u>Meter & Yoke Cost</u>	<u>Total Meter & Yoke Fee</u>
5/8"	\$ 25.00	\$ 1,196.71	\$ 1,221.71
3/4"	25.00	1,275.59	1,300.59
1"	25.00	1,671.80	1,696.80
1-1/2" Commercial	25.00	4,399.70	4,424.70
1-1/2" Irrigation	25.00	3,331.90	3,356.90
2" Commercial	25.00	5,893.26	5,918.26
2" Irrigation	25.00	3,977.10	4,002.10

Section 5. Native Water Dedication Agreement Storage and Infrastructure Fees. The following fees shall be established for Native Water Dedication Agreements.

Ditch	Storage Multiplier	Storage Fee, per acre-foot of credit	Infrastructure Fee, per acre-foot of credit	Total Storage and Infrastructure Investment Fee, per acre-foot of credit
Lower Boulder Preferred	1.45	\$16,100.00	\$1,400.00	\$17,500.00
Lower Boulder Common	2.00	\$22,200.00	\$1,400.00	\$23,600.00
Coal Ridge	1.45	\$16,100.00	\$1,400.00	\$17,500.00
Godding	1.45	\$16,100.00	\$1,400.00	\$17,500.00
Rural	1.45	\$16,100.00	\$1,400.00	\$17,500.00
Last Chance	1.45	\$16,100.00	\$1,400.00	\$17,500.00

Section 6. This Resolution shall take effect on November 1, 2022 and upon such date all prior resolutions addressing the Town's water rates, fees, tolls and charges and storage and infrastructure investment fees set forth herein shall be repealed in their entirety.

INTRODUCED, READ AND ADOPTED this 26th day of October, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Miriam Gonzales, Acting Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

Hours/Units/Types Summary

PC	Title	Hours	Net Type	Amount	Info Type	Amount
1-00	Regular Pay	16,509.75	Direct Deposit Net	788,671.27	Informational	0.00
1-06	PD Shift Supervisor	30.00	Net	60.01	Fringe Benefits	1734.09
2-00	Overtime Pay	181.50	3rd Party Pay Net	3,830.22		
3-00	Paid Time Off & EIB	2,691.26				
5-00	Call Outs	44.00				
5-03	Standby	0.00				
7-00	HolidayTO, Holiday Wrk	974.75				
8-10	PD Grant/Contracts	2.50				
8-00	Miscellaneous Pay	48.00				
8-25	Reserve Active Duty	240.00				
8-26	PHE - Public Health Emerg	56.00				
8-27	Leave of Absence wo Pay	229.42				
9-01	Comp Time Earned	116.00				
9-02	Comp Time Used	21,226.68				
	Grand Totals:	<u>42,349.86</u>		<u>792,561.50</u>		<u>1734.09</u>

Pay Code Totals - Employee

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
1-01	Regular Pay	952,530.24	8-16	Employee Bonus	0.00	61-02	HSA7300	-8,601.84
1-03	Mayor/Trustee	2,150.00	8-20	Retro Pay (non-FPPA)	0.00	61-10	FSA- Dependent Care	-2,278.30
1-04	Temporary	0.00	8-25	Reserve Active Duty	0.00	61-11	FSA- Limited Purpose	-296.66
1-06	PD Shift Supervisor	2,035.32	8-26	PHE - Public Health Emergenc	1,704.00	61-12	FSA - Medical	-2,289.94
2-00	Overtime	10,936.86	9-02	Comp Time	3,220.43	62-00	Dental Insurance	0.00
3-01	PTO	60,916.67	19-00	3rd Party Pay	3,886.56	63-00	Vision	0.00
3-05	PTO Payout	17,534.84	21-02	Cell Phone Stipend	250.00	64-97	Critical Illness Insurance	-773.10
3-10	Contract PTO	1,761.72	22-01	Benefit Stipend	330.50	64-98	Vol/ADD, Sps,Chld LIFE	-1,915.70
4-01	EIB	131.28	30-04	Life Ins > 50k	1,734.09	64-99	Accident Insurance	-908.34
5-01	Call Outs	924.75	50-01	FPPA 457	-3,182.07	70-01	Misc Deduction	0.00
5-02	PD Call Outs	566.02	50-02	FPPA PD Pension	-38,761.87	70-02	Child Support	-837.50
5-03	Standby	0.00	50-03	FPPA ROTH	-525.00	70-03	Garnishment	0.00
7-01	Holiday Time Off	22,130.83	51-01	PERA	-62,760.36	70-04	Equipment	-459.18
7-02	Holiday Work SW	4,850.28	51-02	PERA+457	-1,415.73	70-05	ICMA Loan Payment	0.00
7-03	Holiday Work NSW	0.00	51-03	PERA Life	-62.00	74-00	Soc Sec	0.00
8-01	Misc Pay	0.00	51-05	PERA 401k	-1,713.34	75-00	Medicare	-15,524.10
8-02	Retro Pay	1,608.34	51-07	PERA 457 Roth	-1,534.62	76-00	FWT	-110,475.44
8-04	Bereavement	184.00	52-01	ICMA 401a	-375.00	77-00	SWT	-37,716.00
8-06	Snow Day	0.00	52-02	ICMA 457b-Pre	-874.17	79-00	3rd Party Medicare	-56.34
8-08	Pd Admin Leave	257.92	52-04	ICMA 457b-Post	-265.38	85-00	Net Pay - check	60.01
8-10	PD Grant	160.58	60-00	Health Insurance	0.00	86-00	Dir Deposit	788,671.27
8-12	Jury Duty	0.00	61-01	HSA3650	-1,910.66	89-00	3rd Party Net	-3,830.22
8-13	Military Leave	0.00						

Pay Code Totals - Employer

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
50-02	FPPA - Polic	30,748.75	61-02	HSA7300	6,315.00	75-00	Medicare	15,580.46
51-01	PERA	102,717.59	62-00	Dental Insurance	7,643.80	91-00	Long Term Disability	1,704.62
51-04	PERA AED/SAED	896.55	63-00	Vision Insurance	1,387.46	92-00	Short Term Disability	2,227.54
52-01	ICMA 401a	0.00	64-97	Critical Illness Insurance	9.80	93-00	Police Pension	10,455.62
52-02	ICMA 457b	2,907.69	64-98	Vol/ADD, Sps,Chld LIFE	15.90	94-00	Basic Life & AD&D	1,346.32
60-00	Health Insurance	122,454.95	64-99	Accident Insurance	24.78	95-01	Employee Asst Plan	691.12
61-01	HSA3650	2,700.00	74-00	Social Security	0.00	98-00	State Unemployment	2,143.20

Name	Total Paid
Total 24/7 Networks, Inc.:	44,939.83
Total 4 RIVERS EQUIPMENT, LLC:	1,024.36
Total 8Z TITLE:	.00
Total AB Litigation Services:	2,583.10
Total ABS CONCRETE INC:	9,887.50
Total ACC MOUNTAIN WEST:	6,770.00
Total ACCESS/ADAMS DATA MANAGEMENT, LLC:	181.92
Total ACE HARDWARE OF FIRESTONE:	123.94
Total ADAMS COUNTY REGIONAL ECON PARTNERSHIP:	2,500.00
Total ADAMSON POLICE PRODUCTS:	1,758.81
Total AIRGAS INC:	164.38
Total ALAN PLUMMER AND ASSOCIATES, INC:	72,147.89
Total ALERUS (EMP FND/CLAIM REIMB):	20.00
Total ALERUS (WKLY CARD FUND):	1,429.25
Total ALERUS (COBRA):	83.50
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total ANDERSON CONSULTING ENGINEERS, INC:	23,160.25
Total ANIMAL CARE EQUIPMENT & SERVICES INC:	430.00
Total ANYTIME FITNESS:	300.00
Total APPAREL ON TARGET:	350.00
Total ASPHALT SPECIALTIES CO., INC.:	433.62
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total AXON ENTERPRISE INC:	75,227.89
Total B K TIRE, INC:	5,880.09
Total BAREFOOT RESIDENTIAL LLC:	336.52
Total BEACON COMMUNICATIONS LLC:	8,579.14
Total BENEFIT TECHNOLOGY RESOURCES, LLC:	200.00
Total Black Hills Energy:	1,218.35
Total BOBCAT OF THE ROCKIES:	1,595.54
Total BOHANNAN HUSTON INC:	1,498.75
Total BOWMAN CONSTRUCTION SUPPLY:	663.90
Total BUDGET CONFERENCING:	119.79
Total CANYON TITLE (GOLDEN):	.00
Total CAPITAL TITLE-LITTLETON-2:	.00
Total CARBON VALLEY CHAMBER OF COMMERCE:	1,830.00
Total CENTRAL WELD COUNTY WATER DISTRICT:	29.27
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	224,306.48
Total CENTRAL WELD COUNTY WATER DISTRICT-TAPS:	362,600.00
Total CENTURY LINK:	548.05

Name	Total Paid
Total CESARE, INC:	548.00
Total CHALLENGE ENTERTAINMENT ENTERPRISES:	500.00
Total CHASE PAYMENTNET:	90,279.15
Total CHECK-IT CODE CONSULTING LLC:	2,130.14
Total CIGNA HEALTH & LIFE INSURANCE CO:	124,701.35
Total CINTAS FIRST AID & SAFETY:	1,256.82
Total CIRSA:	7,252.00
Total COLORADO CIVIL GROUP INC.:	38,556.50
Total COLORADO DEPARTMENT OF THE TREASURY:	788.26
Total COLORADO GEOLOGICAL SURVEY:	572.50
Total COLORADO MATERIALS, INC:	957.65
Total DANA KEPNER COMPANY INC.:	15,614.52
Total DBC IRRIGATION SUPPLY:	2,676.02
Total DELTA DENTAL OF COLORADO, INC:	15,700.96
Total DENVER REGIONAL COUNCIL OF GOVERNMENTS:	2,250.00
Total DESIGN CONCEPTS CLA, INC:	2,756.00
Total DESIGN WORKSHOP INC:	27,500.00
Total DISC GOLF ASSOCIATION INC:	4,923.64
Total DITESCO LLC:	45,123.38
Total ELEVATED CLOUD SERVICES LLC:	19,485.75
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	716.48
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	25,646.11
Total FASTENAL COMPANY:	14.63
Total FERGUSON WATERWORKS #1116:	66.45
Total FIDELITY NATIONAL TITLE (ULSTER):	.00
Total FIDELITY NATIONAL TITLE-LONGMONT:	.00
Total FIRST AMERICAN TITLE CO:	49.47
Total FIRST AMERICAN TITLE INSURANCE COMPANY:	49.65
Total FIRST AMERICAN TITLE INSURANCE COMPANY-E:	142.95
Total FIRST INTEGRITY TITLE COMPANY:	.00
Total FRANCE PUBLICATIONS, INC:	850.00
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	786.00
Total FRONTIER BUSINESS PRODUCTS:	30.24
Total FRONTIER COMPUTER CORP.:	451.92
Total FUZION FIELD SERVICES LLC:	5,421.90
Total G & G EQUIPMENT INC:	2,976.97
Total GOODHIRE:	675.89
Total GOVERNMENTJOBS.COM, INC:	6,234.45
Total GRAVES CONSULTING LLC:	900.00

Name	Total Paid
Total GREEN GIRL RECYCLING SERVICES:	215.00
Total HAYASHI & MACSALKA, LLC:	19,147.50
Total HERITAGE TITLE (BRIGHTON):	.00
Total HERITAGE TITLE - TUFTS:	96.11
Total HERITAGE TITLE-BOULDER:	248.60
Total HERITAGE TITLE-DENVER:	.00
Total HERITAGE TITLE-GREELEY:	50.00
Total HIGHLANDS RANCH LAW ENFORCEMENT TRAINING:	2,800.00
Total INTERSTATE FORD:	30.24
Total JC UTILITY SERVICES:	2,990.00
Total JONES, STEPHEN:	1,100.00
Total KATHLEEN A. OATIS:	1,250.00
Total KG CLEAN INC:	5,500.28
Total KIMBALL MIDWEST:	1,201.54
Total KINSCO, LLC:	3,497.42
Total KRISTA LYNN KUHN:	80.00
Total L. L. JOHNSON DISTRIBUTING CO.:	269.03
Total LAND TITLE-LONGMONT:	131.72
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	39,067.13
Total LENNAR COLORADO:	474.06
Total LEONARD RICE ENGINEERS, INC:	50,884.10
Total LEXISNEXIS RISK SOLUTIONS:	766.66
Total LIFE SAFETY TECHNOLOGIES LLC:	1,589.75
Total LITTLE THOMPSON WATER DISTRICT:	1,919.26
Total LONGMONT HUMANE SOCIETY:	1,225.00
Total MAC EQUIPMENT INC LONGMONT:	862.62
Total MAIN STREET MAT COMPANY, INC:	614.32
Total MCCANDLESS TRUCK CENTER, LLC:	441.86
Total MCI:	56.63
Total Meza & Garlan LLC:	315.00
Total MIRACLE RECREATION EQUIPMENT CO.:	99.49
Total MISC VENDOR:	14,444.35
Total MOORE IACOFANO GOLTSMAN, INC:	11,606.48
Total MOUNTAIN STATES LIGHTING, LLC:	313.55
Total MTECH MECHANICAL TECHNOLOGIES GROUP:	12,947.63
Total NEW IPT INC:	8,807.74
Total NORTHERN COLORADO WATER CONSERVANCY DIST:	273,502.15
Total ODP BUSINESS SOLUTIONS LLC:	602.47
Total O'REILLY AUTO PARTS:	1,312.50

Name	Total Paid
Total PINNACOL ASSURANCE:	1,118.65
Total PITNEY BOWES PURCHASE POWER:	1,005.00
Total PRAIRIE MOUNTAIN PUBLISHING:	14.50
Total Precise Striping LLC:	2,425.50
Total PUREWATER DYNAMICS, INC:	535.30
Total QUICK-SET AUTO GLASS:	1,975.00
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	200.00
Total REDNECK TRAILER SUPPLY:	630.24
Total RICHMOND AMERICAN HOMES:	50.00
Total RIPTIDE CAR & PET WASH:	548.25
Total ROCKY MOUNTAIN AWARD & TROPHY:	17.50
Total ROCKY MOUNTAIN WILDLIFE SERVIC, INC:	1,035.25
Total RUBINBROWN LLP:	37,000.00
Total SAFE BUILT COLORADO INC:	34,090.64
Total SAFETY AND CONSTRUCTION SUPPLY INC:	18,791.75
Total SAFETY-KLEEN SYSTEMS, INC:	9,901.23
Total SHERWIN WILLIAMS CO.:	113.22
Total SIMPLIFILE:	241.25
Total SPLIT RAIL FENCE CO, LLC:	7,500.00
Total STEVE BALCEROVICH:	1,250.00
Total STEWART TITLE (WSTMN):	39.80
Total Sturgeon Electric Company:	9,604.38
Total SWANK MOTION PICTURES INC:	640.00
Total TARGET SPECIALTY PRODUCTS:	1,367.67
Total THOMSON REUTERS-WEST:	221.45
Total TIMBERLAN, INC:	16,014.50
Total TISCHLERBISE INC:	5,250.00
Total TLTC DISTRIBUTING LLC:	815.75
Total TRANSWEST TRUCK TRAILER RV:	73.60
Total UME CUSTOM EMBROIDERY:	1,880.76
Total UNITED POWER-BRIGHTON:	3,050.56
Total UNIVERSITY AUTO PARTS, INC:	1,191.22
Total UPSTATE COLORADO ECONOMIC DEVELOPMENT:	10,000.00
Total UTILITY NOTIFICATION CENTER OF COLORADO:	552.50
Total UTILITY REFUNDS -1:	182.96
Total VALLI INFORMATION SYSTEMS:	2,834.87
Total VANCE BROTHERS INC:	5,328.00
Total VECTOR DISEASE CONTROL INTERNATIONAL LLC:	8,300.00
Total Verizon Connect NWF INC:	226.66

Name	Total Paid
Total VIA MOBILITY SERVICES:	4,800.00
Total WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ:	25,511.80
Total WAGNER WELDING SUPPLY CO.:	93.66
Total WANDS & WISHES OCCASIONS:	625.00
Total WEAR PARTS & EQUIP CO. INC:	1,624.60
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	1,810.00
Total WELD COUNTY INFORMATION TECHNOLOGY:	271.24
Total WESTERN PAPER DISTRIBUTORS:	382.98
Total WESTWATER RESEARCH, LLC:	10,500.00
Total WEX BANK:	16,646.38
Total WFG NATIONAL TITLE (WSTMR):	212.08
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	619.94
Total WICKHAM TRACTOR CO, Inc:	779.18
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	179.50
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	2,390.37
Total ZILLOW CLOSING SERVICES:	.00
Grand Totals:	2,015,832.75

NameTotal Paid

MISC VENDOR

Total FIRESTONE EXPRESS LLC: 5,318.75

Total GOLDEN OAK ACUPUNCTURE & HERBAL MEDICINE: .00

Total JOURNEY HOMES: 9,125.60

Grand Totals: 14,444.35
