



BOARD OF TRUSTEES

REGULAR MEETING AGENDA

February 8, 2023
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 January 25, 2023 BOT Regular Meeting Minutes
 - b. **Resolution 23-25** 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. **Discussion/Action**
 - a. **Resolution 23-23:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND PLUMMER ASSOCIATES, INC., REGARDING THE WATER TREATMENT PLANT PROJECT
 - b. **Resolution 23-24:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 1 TO DESIGN AND CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND AMERICAN RAMP COMPANY FOR THE DESIGN AND CONSTRUCTION OF MOUNTAIN SHADOWS PUMP TRACK AND BIKE PARK
 - c. **Scholarship Update**

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

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

- d. 4th at Firestone Parade

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

8. Reports

- a. Staff

- 8.a.i.** 4th Quarter Financial Report

- b. Mayor

- c. Trustees

9. Executive Session

- a. An executive session pursuant to C.R.S. 24-6-402(4)(f)(I) for a personnel matter regarding the annual evaluation of the Town Manager

10. Adjournment

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

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

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.a

Consent Agenda

Meeting Date: February 8, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Approval of January 25, 2023 BOT Regular Meeting Minutes

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Staff recommends approval of the January 25, 2023 BOT Regular Meeting Minutes.

ALTERNATIVES

ATTACHMENTS

1. 1-25-2023 Minutes

FINANCIAL CONSIDERATIONS

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
January 25, 2023

1. Call to Order & Roll Call

The of the Town of Firestone met for a Regular Meeting on January 25, 2023, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Peterson called the meeting to order at 6:30 PM.

The following were present upon the call of the roll:

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

Staff: **Present:** Matt Wiederspahn, Town Engineer; Paula Mehle, Director of FURA & Economic Development; Raelynn Ferrera, Assistant to the Town Manager; Katie Hansen, Director of Marketing & Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Todd Bjerkaas, Director of Planning & Development; Marty Ostholhoff, Planning Manager; Bryce Borders, Deputy Chief of Police; Kristi Bashor, Town Clerk; Miriam Luna Gonzalez, Deputy Town Clerk; Eric DeBolt, IT Manager; AJ Krieger, Town Manager; & Keith Martin, Assistant Town Attorney

2. Pledge of Allegiance

Mayor Peterson led the pledge of allegiance.

3. Approval of Agenda

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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

4. Response to Citizen Complaints

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

Bobby Mattews, a Firestone resident, gave public comment regarding concerns about financial reports.

6. Consent Agenda

Motion by Trustee Doherty, **second** by Trustee Whelan, to Approve the Consent Agenda
Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- a. Approval of January 11, 2023 Board of Trustees Regular Meeting Minutes
- b. **Resolution 23-15:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR FIRESTONE JUNCTION FILING NO. 1; AUTHORIZING A SUBDIVISION AGREEMENT PERTAINING TO THE FIRESTONE JUNCTION FILING NO. 1 SUBDIVISION
- c. **Resolution 23-22:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING PAYMENT OF THE COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY'S INSURANCE PREMIUMS FOR 2023 PROPERTY AND CASUALTY COVERAGE

7. Presentation

- a. Introduction of New Police Commander Heidi Walts

8. Land Development

- a. **PUBLIC HEARING: Resolution 23-17:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PRELIMINARY SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE TOWN OF FIRESTONE

Mayor Peterson opened the public hearing for Resolution 23-17 at 7:25 PM

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

Matthew Napier, from Tri Pointe, the applicant, and Jeff Marck from Terracina Design, the applicant, presented to the Board of Trustees.

Becky Duckworth, a Firestone resident, provided public comment regarding concerns about the proposed development's children's/youth's safety.

Pat Conner, a Firestone resident, gave public comment regarding concerns about the proposed development's lack of a school.

Marty Ostholhoff, Planning Manager, the applicants, Matthew Napier, from Tri Pointe, and Jeff Marck from Terracina Design, responded to the board's questions regarding the proposed resolution.

Motion by Trustee Conyac, **second** by Trustee Jimenez, to Approve **PUBLIC HEARING: Resolution 23-17**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PRELIMINARY SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE TOWN OF FIRESTONE

Roll Call Vote:

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

No: Trustee Holcomb

Abstain: None

Motion carried.

- b. **PUBLIC HEARING: Resolution 23-16**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR DEL CAMINO CENTRAL FILING NO. 2, 2ND AMENDMENT; AUTHORIZING A SUBDIVISION AGREEMENT PERTAINING TO THE DEL CAMINO CENTRAL FILING NO. 2, 2ND AMENDMENT SUBDIVISION

Mayor Peterson opened the public hearing for Resolution 23-16 at 8:40 PM.

Marty Ostholhoff, Planning Manager, and Matt Thompson, Senior Planner, presented to the Board of Trustees.

Max Gansline, with Staenberg Group, the applicant, presented to the Board of Trustees.

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

The Board's questions regarding the proposed resolution were answered.

Motion by Trustee Jimenez, **second** by Trustee Conyac, to Approve **PUBLIC HEARING: Resolution 23-16**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR DEL CAMINO CENTRAL FILING NO. 2, 2ND AMENDMENT; AUTHORIZING A SUBDIVISION AGREEMENT PERTAINING TO THE DEL CAMINO CENTRAL FILING NO. 2, 2ND AMENDMENT SUBDIVISION

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

9. Discussion/Action

- a. **Resolution 23-18:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WELD COUNTY COLORADO FOR THE REMOVAL OF MATERIAL LOCATED AT THE HOKESTRA GRAVEL PIT

Motion by Trustee Sharp, **second** by Trustee Conyac, to Approve **Resolution 23-18:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WELD COUNTY COLORADO FOR THE REMOVAL OF MATERIAL LOCATED AT THE HOKESTRA GRAVEL PIT

Roll Call Vote:

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

No: Trustee Holcomb

Abstain: None

Motion carried.

- b. **Resolution 23-19:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND TSG DEL CAMINO, LLC FOR THE PURCHASE OF HOKESTRA GRAVEL PIT STRUCTURAL FILL MATERIAL

Motion by Trustee Conyac, **second** by Trustee Whelan, to Approve **Resolution 23-19:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND TSG DEL CAMINO, LLC FOR THE PURCHASE OF HOKESTRA GRAVEL PIT STRUCTURAL FILL MATERIAL

Roll Call Vote:

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

No: Trustee Holcomb

Abstain: None

Motion carried.

- c. **Resolution 23-21:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING EQUIPMENT PURCHASES FOR THE TOWNS PUBLIC WORKS DEPARTMENT

Motion by Trustee Whelan, **second** by Trustee Conyac, to Approve **Resolution 23-21:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING EQUIPMENT PURCHASES FOR THE TOWNS PUBLIC WORKS DEPARTMENT

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- d. **Resolution 23-20:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND AVI-SPL LLC FOR THE MUNICIPAL BOARD AND COURTROOM PUBLIC INTERFACE IMPROVEMENT PROJECT.

Motion by Trustee Conyac, **second** by Trustee Holcomb, to Approve **Resolution 23-20:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND AVI-SPL LLC FOR THE MUNICIPAL BOARD AND COURTROOM PUBLIC INTERFACE IMPROVEMENT PROJECT.

Roll Call Vote:

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

No: Trustee Holcomb

Abstain: None

Motion carried.

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

There was no one who wished to give public comment.

11. Reports

a. Staff

11.a.i. December Financial Report

b. Mayor

Mayor Peterson reported on the local affairs application support funds and provided concerns received from Central Weld regarding the quality of water.

c. Trustees

Trustee Sharp, provided comments in regard to reviving Town's committees.

Trustee Jimenez provided comments on the school discussion.

12. Adjournment

Motion by Trustee Conyac, **second** by Trustee Whelan, to Adjourn, All in Favor, **Motion carried.**

Introduced and Approved the 8 of February, 2023.

TOWN OF FIRESTONE, COLORADO

ATTEST

Drew A. Peterson, Mayor

Krisi K. Bashor, CMC, Town Clerk

DRAFT

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.b

Consent Agenda

Meeting Date: February 8, 2023

Initiated By: Marty Ostholtzoff

Dept: Planning & Development

AGENDA TITLE

Resolution 23-25 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

The property owner is requesting a second extension to record the Firelight Park Minor Subdivision Plat (Plat). The 120-day extension to record the Plat will allow the applicant more time to address CDOT comments regarding drainage infrastructure within the State Highway 119 right-of-way.

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; and on October 26, 2022 the Board of Trustees approved Resolution 22-112, a resolution approving the first extension to record the Plat.

RECOMMENDATION

Staff recommends the Board of Trustees approve Resolution 23-25.

ALTERNATIVES

n/a

ATTACHMENTS

1. Resolution 23-25
2. Firelight Park Minor Subdivision Plat

FINANCIAL CONSIDERATIONS

n/a

RESOLUTION NO. 23-25

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, on October 26, 2022, the Board of Trustees, by duly-adopted resolution, extended the date of approval of the Minor Plat to February 13, 2023; and

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

WHEREAS, the Board of Trustees has reviewed Applicant’s second request and, based on the application materials, has determined that there are no reasons to deny a second 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 twenty-day extension for the Firelight Park Minor Subdivision Plat to June 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 June 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, Resolution No. 22-112, 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 _____, 2023.

Drew Alan Peterson, Mayor

ATTEST:

Kristi K. Bashor, CMC, 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.

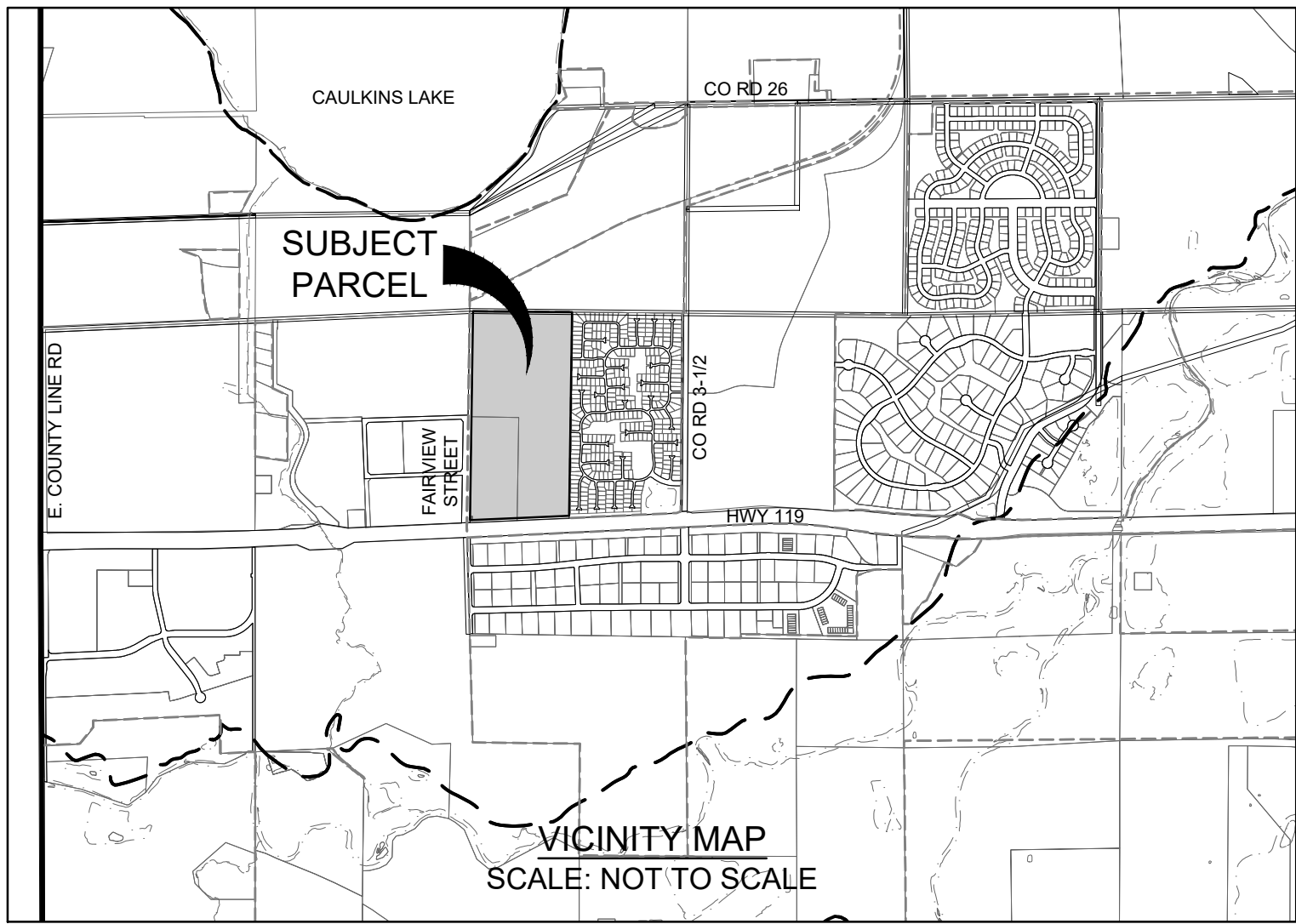
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

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



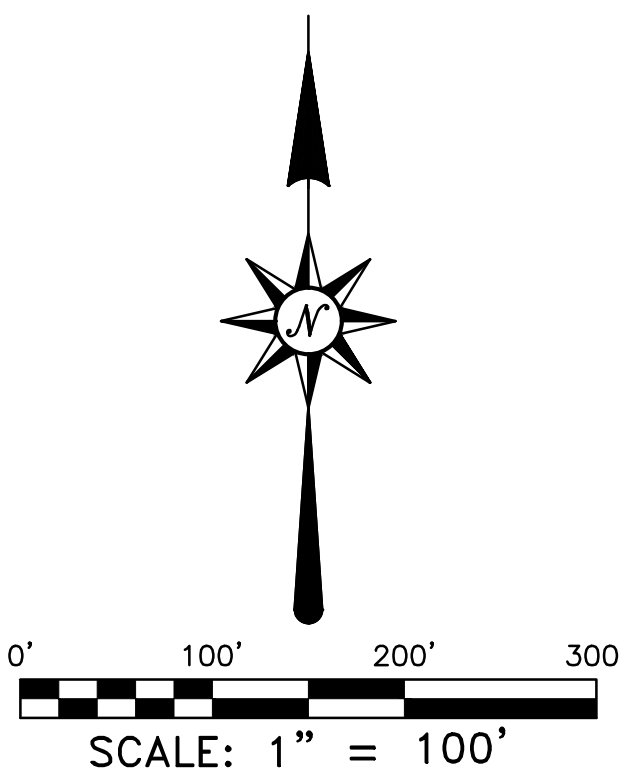
ATWELL
866.850.4200 www.atwell-group.com
143 UNION BOULEVARD, SUITE 700
LAKEWOOD, CO 80228
303.462.1100

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

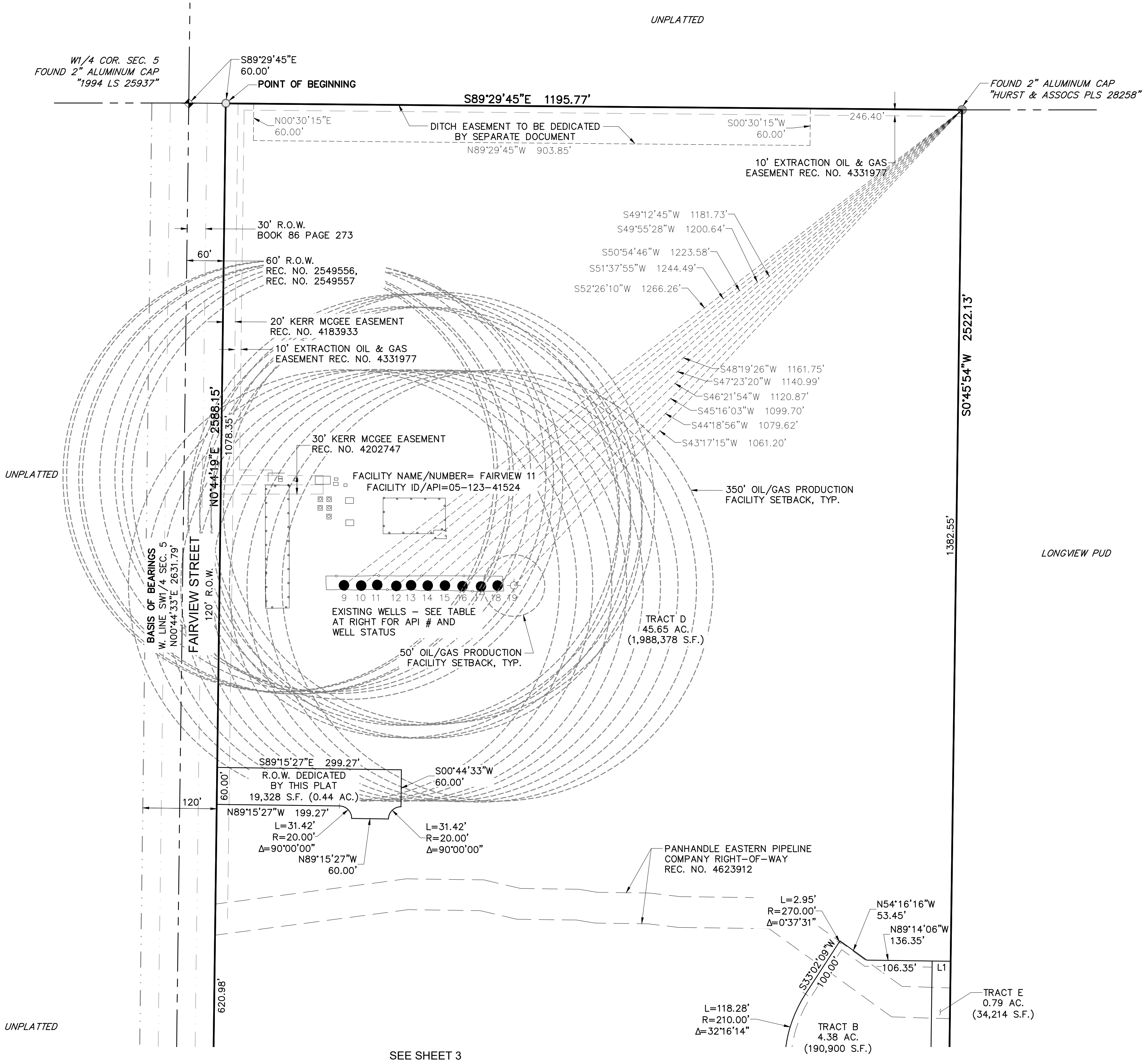
LAND SUMMARY CHART		
TYPE	AREA	% OF TOTAL AREA
LOTS	5.07 AC.	7.23
TRACTS	64.59 AC.	92.14
R.O.W.	0.44	0.63
TOTAL	70.10	100.00

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



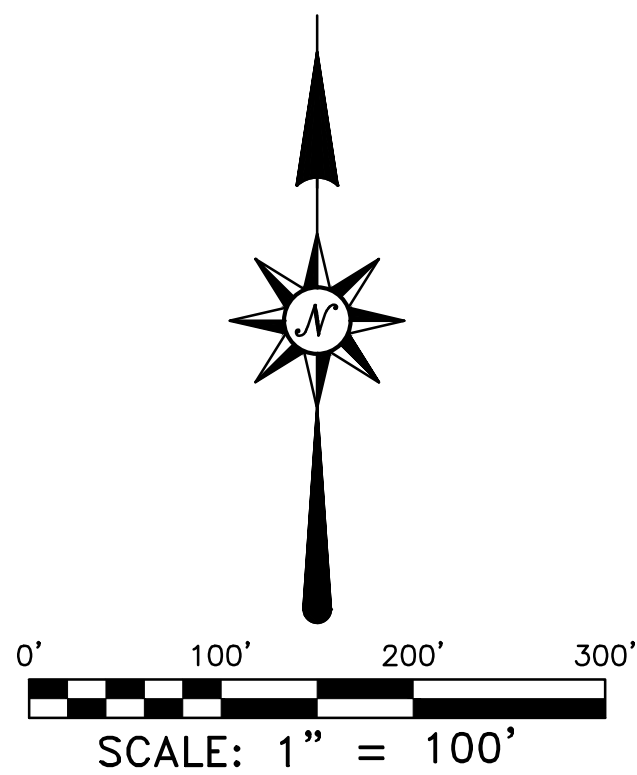
REVISIONS		SHEET 2 OF 3
REVISED	DATE	
04/30/2021	12/08/20	
05/06/2021		
10/14/2021		
01/03/2022		
03/01/2022		
08/25/2022		
FILE NO. 18003353 MINOR SUB		
DRAWN BY TWK		
CHECK BY VS		
JOB NO. 18003353		



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

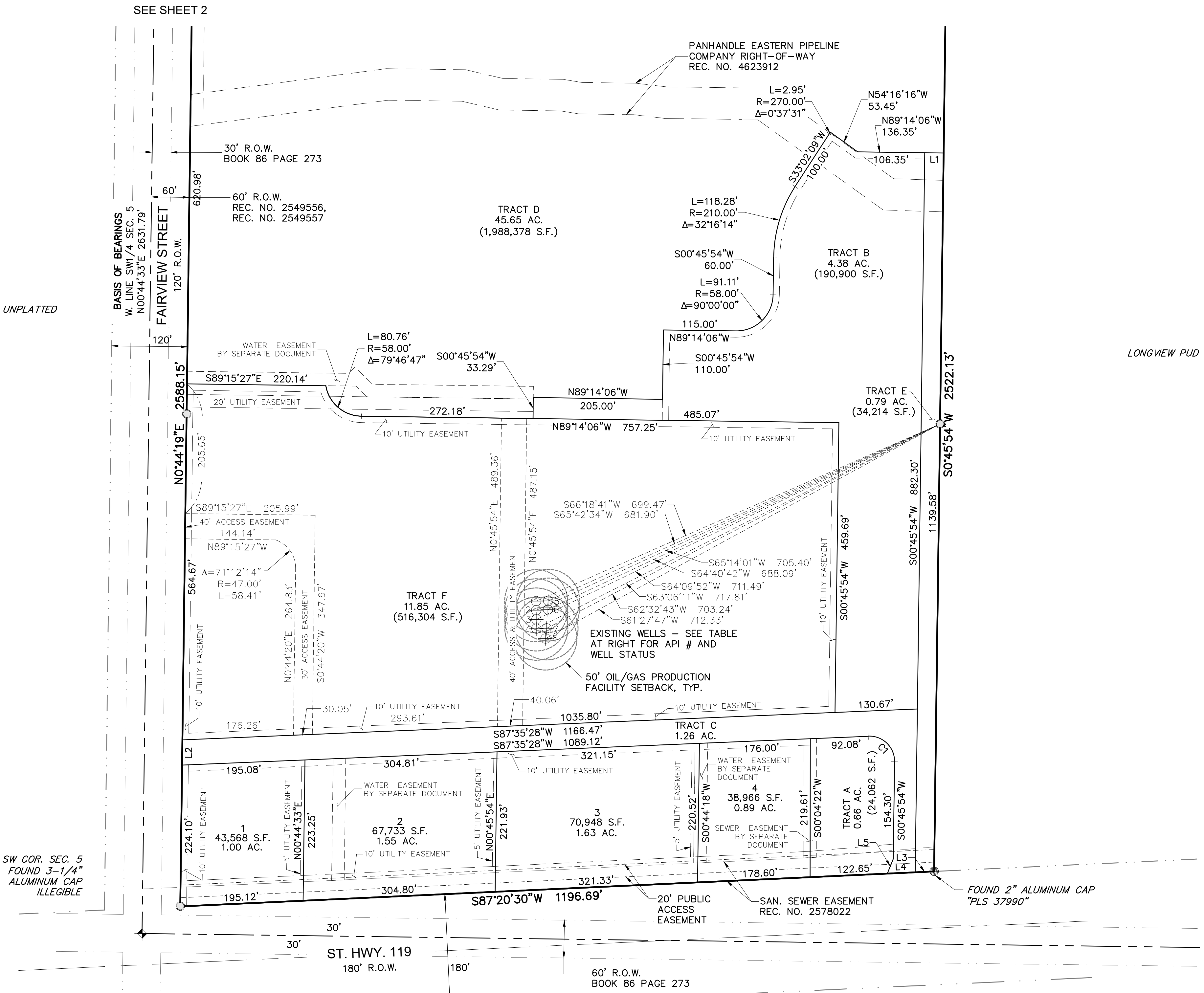


LEGEND	
	PLAT BOUNDARY LINE
	ADJACENT LOT LINE
	EXISTING LOT LINE TO BE VACATED
	PROPOSED LOT LINE
	SECTION LINE
	RIGHT-OF-WAY LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	SECTION CORNER, AS NOTED
	FOUND MONUMENT, AS NOTED
	SET 24" #5 REBAR WITH BLUE PLASTIC CAP "ATWELL PLS 38304"
	EXISTING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

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 6.a

Discussion/Action

Meeting Date: February 8, 2023

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 23-23: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND PLUMMER ASSOCIATES, INC., REGARDING THE WATER TREATMENT PLANT PROJECT

SUMMARY

This agreement will allow Plummer Associates, Inc. (Plummer) to continue providing construction engineering services to the Town of Firestone for the St Vrain Water Treatment Plant project. Services for 2023 are expected to run thru May, based on the provided construction schedule. Town staff completed negotiations with Plummer for the 2023 scope and budget for services. Plummer's 2023 scope of work includes:

- Construction observation
- Processing submittals and requests for information
- Witnessing water plant process equipment start-up and testing
- Overseeing project commissioning
- Completing construction plan drawings of record
- Construction contract administration
- Construction contract closeout.

Plummer's key personnel will remain the same as we have had throughout the project.

HISTORY AND PREVIOUS BOARD ACTION

Firestone has entered into annual engineering services agreements with Plummer Associates. The 2020 agreement included finalizing the design and starting their construction engineering services. Construction engineering services annual contracts were approved by the Board of Trustees in 2021 and 2022.

RECOMMENDATION

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

ALTERNATIVES

NA

ATTACHMENTS

1. Res 23-23 2023 Plummer Assoc Eng Services Agreement (1)
2. Plummer Agreement - SVWTP 2023

FINANCIAL CONSIDERATIONS

The 2023 Engineering Services contract is a not to exceed amount of \$381,366.00 and will be paid from the Water Fund.

RESOLUTION NO. 23-23

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN ENGINEERING SERVICES
AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND PLUMMER
ASSOCIATES, INC., REGARDING THE ST. VRAIN WATER TREATMENT
PLANT PROJECT**

WHEREAS, Plummer Associates, Inc., (“Plummer”), currently provides engineering support services as the Town of Firestone’s representative with the contractor for the St. Vrain Water Treatment Plant Project and as such provides services which include, full time construction observation, review and process of submittals , requests for clarifications from the contractor, support and observation for the water treatment plant’s start-up and testing, preparation of final as-built drawings and general construction contract management.

WHEREAS, as Plummer has the knowledge, experience, expertise, and qualifications, the parties desire to continue their Project Engineering Services Agreement for 2023.

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

The Engineering Services Agreement between the Town of Firestone and Plummer Associates, Inc., regarding the St. Vrain Water Treatment Plant Project, is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to sign the Agreement.

INTRODUCED, READ AND ADOPTED this 8th day of February, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi K. Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE
AND PLUMMER ASSOCIATES, INC.
FOR ENGINEERING SERVICES**

1. PARTIES

The parties to this Agreement are the **Town of Firestone**, a Colorado municipal corporation, hereinafter referred to as the "Town", and **Plummer Associates, Inc.**, a Texas corporation, hereinafter referred to as the "Consultant".

2. RECITALS AND PURPOSE

- 2.1. The Town desires to engage the Consultant for the purpose of providing engineering services as further set forth in the Consultant's Scope of Services (which services are hereinafter referred to as the "Services").
- 2.2. The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3. SCOPE OF SERVICES

- 3.1. The Consultant agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The Consultant shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The Consultant acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other consultants to provide the same or similar services during the term of this Agreement.
- 3.2. In addition to the Services described in Exhibit A, the Town may prepare, with the assistance of Consultant, work orders, containing, at a minimum, the following information: (1) the specific tasks and deliverables Consultant must perform; (2) Consultant's budget; (3) the Town's maximum payment obligation under the subject work order; and (4) the completion date for the subject work order. Consultant shall be compensated for work orders on an hourly basis at the hourly rates set forth in Exhibit A, subject to the agreed upon maximum payment obligation. After the work order has been finalized and agreed to by the Town and Consultant, the Town may issue a notice to proceed obligating Consultant to begin performance of the subject work order. Consultant shall not commence work on any work order until it has received the applicable notice to proceed. Notice to proceed may be sent by email.
- 3.3. The Town reserves the right to amend any work order that has been issued under this Agreement by altering, reducing, increasing, or eliminating specific tasks and deliverables. If the Town desires to amend a work order that has been issued, then the Town shall notify Consultant of the contemplated change ("Notice of Change Order"). Upon receiving the Notice of Change Order Consultant shall provide: (1) an estimate of the increase or decrease, if any, to Consultant's budget due to the contemplated change and (2) the estimated change in the completion date of the subject work order, if any. The Town may instruct Consultant in the Notice of Change Order to suspend work on any identified task or deliverable affected by

a contemplated change, pending the Town's decision to proceed with the change. When instructed, Consultant shall suspend work on any identified task or deliverable affected by a contemplated change. If it elects to make the change, the Town shall issue a change order amending the subject work order and providing Consultant with a corresponding Notice to Proceed. Consultant shall not commence work on any change order until it has received the applicable notice to proceed.

4. COMPENSATION

- 4.1. The Town shall pay the Consultant for services requested and rendered under this Agreement as set forth in Exhibit "A". The Town's maximum payment obligation under this Agreement, excluding work orders finalized and agreed to by the Town and Consultant, shall not exceed the not-to-exceed amount set forth in Exhibit A. The Town shall pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.) which are deemed necessary for performance of the services and which are pre-approved by the Town Manager. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- 4.2. The Consultant shall submit monthly an invoice to the Town for the per-month amount set forth in Exhibit A for Services rendered in the previous month, and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The Consultant shall provide such additional backup documentation as may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefore are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5. PROJECT REPRESENTATION

- 5.1. The Town designates Julie Pasillas, Director of Public Works, as the responsible Town staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by the Director of Community Development and such person's designees.
- 5.2. The Consultant designates Patrick O'Brien, Principal, as its principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly Patrick O'Brien, and such replacement require the Town or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

6. TERM

The term of this Agreement shall be December 26, 2022 to December 25, 2023, unless sooner terminated pursuant to Section 13, below. The Consultant's services under this Agreement shall commence upon execution of this Agreement by the Town and shall progress so that the Services are completed in a timely fashion consistent with the Town's requirements. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Firestone Board of Trustees, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, the Town shall immediately notify Consultant of such occurrence, and this Agreement shall terminate effective December 31 of the then-current fiscal year.

7. INSURANCE

- 7.1. The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:
- 7.1.1. Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of work under this contract. Evidence of qualified self-insured status may be substituted.
 - 7.1.2. Automobile liability and physical damage insurance for any vehicle used in performing services for the Town, in amounts not less than prescribed by Colorado law (currently \$25,000 per person/\$50,000 per accident bodily injury and \$15,000 per accident property damage).
 - 7.1.3. Professional liability insurance against errors and omissions with minimum combined single limits of \$2,000,000.00 each occurrence and \$2,000,000.00 aggregate.
 - 7.1.4. General liability insurance with minimum combined single limits of \$2,000,000.00 each occurrence and \$2,000,000.00 aggregate.
- 7.2. The Consultant's general liability insurance and automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests' provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3. Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect,

and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

- 7.4. Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.
- 7.5. The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8. INDEMNIFICATION

To the fullest extent permitted by law, the Consultant agrees to defend, indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if and to the extent such injury, loss, or damage is caused by the negligent act, or omission, of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall bear all other costs and expenses incurred by the Town or Consultant and related to any such liability including but not limited to court costs, expert witness fees and reasonable attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant. Notwithstanding the foregoing, Consultant's duty to defend, indemnify and hold harmless the Town, and its elected and appointed officials and its employees as set forth in this section shall only arise upon determination, by adjudication, alternative dispute resolution, or mutual agreement between Consultant and the Town, of the Consultant's liability or fault. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town or its elected and appointed officers and its employees.

9. QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10. INDEPENDENT CONTRACTOR

Consultant and any persons employed by Consultant for the performance of work hereunder shall be independent contractors and not agents of the Town. Any provisions in this Agreement that may appear to give the Town the right to direct Consultant as to details of doing work or to exercise a measure of control over the work mean that Consultant shall follow the direction of the Town as to end results of the work only. **As an independent contractor, Consultant is not entitled to workers' compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Consultant is obligated to pay all federal and state income tax on any moneys earned**

or paid pursuant to this contract.

11. ASSIGNMENT

Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the Town's prior written consent.

12. DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13. TERMINATION

13.1. This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.2. In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Consultant under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14. INSPECTION AND AUDIT

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15. DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services ("Consultant Deliverables") are and shall remain the exclusive property of the Town. All Consultant Deliverables shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Consultant shall not provide copies of any such material to any other party without the prior written consent of the Town.

The Town shall not make any modification to the Consultant Deliverables without the prior written authorization of the Consultant. Any and all liability arising out of unauthorized changes made to Consultant Deliverables by the Town or persons other than Consultant, its employees, officers, agents or subcontractors, is waived against Consultant.

16. ENFORCEMENT

In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

17. COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

- 17.1. Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2. Exhibit B, the "Town of Firestone Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Consultant's Pre-Contract Certification which Consultant has executed and delivered to the Town prior to Consultant's execution of this Agreement.

18. INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by email, addressed to the party for whom it is intended at the following addresses:

If to the Town:

Town of Firestone
Attn: Director of Public Works
9950 Park Avenue
Firestone, Colorado 80520
Telephone: (303) 833-3291
Email: jpasillas@firestoneco.gov

If to the Consultant:

Patrick O'Brien
Plummer Associates, Inc.
1221 Auraria Parkway
Denver, CO 80204
Telephone: (720) 774-6140
Email: pobrien@plummer.com

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on email receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20. EQUAL OPPORTUNITY EMPLOYER

- 20.1. Consultant will not discriminate against any employee or applicant for employment because

of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

- 20.2. Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 GOVERNING LAW, DISPUTE RESOLUTION, VENUE & SEVERABILITY

The laws of the State of Colorado shall govern the interpretation, validity, performance and enforcement of this Agreement. For the resolution of any dispute arising hereunder that cannot be resolved through negotiation between the parties, the Town and the Consultant agree that the dispute shall be submitted to nonbinding mediation prior to either party resorting to litigation. Mediation costs shall be borne equally by the parties. Notwithstanding the foregoing, nonbinding mediation shall not be required for determinations of liability or fault pursuant to section 8 of this Agreement. Any dispute not resolved through negotiation or mediation shall be resolved in the District Court of Weld County of the State of Colorado, and in no other court. If any provision of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

22.0 NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Consultant. The Consultant's services under this Agreement are being performed solely for the Town's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of Services hereunder.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the Town.

Town:

Town of Firestone

By: _____

Print Name: _____

Title: _____

Date Signed: _____

Consultant:

Plummer Associates, Inc.

By: _____

Print Name: Patrick O'Brien

Title: Principal

Date Signed: February 2, 2023

Attest

Print Name: _____

Title: _____

Attest

Print Name: Kelly Fearney

Title: Project Manager

Exhibit A – Scope of Services

Plummer will provide professional services based upon our understanding of the project and its objectives. The 2023 scope of services includes construction phase services including full-time onsite observation up to an estimated final completion date of April 30, 2023. Office Engineering with final pay app review and project close-out to occur through May of 2023. The Construction Phase services for the St. Vrain Water Treatment Plant will include:

- Project Management
- Progress Meetings (participation in weekly progress meeting with the Contractor and coordination of monthly Owner-Engineer progress meetings)
- Office Engineering (Submittal Review, RFI's, WCD's, FO's, RFCO's)
- Full time Resident Project Representative services
- Observation and assistance during start-up and performance testing
- Coordination with Owner, Contractor, and Building Department
- Preparation of close-out documentation and record drawings
- CMAR Application for Payment Reviews

The services included in this scope of work include Resident Project Representative (RPR) services. RPR services are used to provide onsite representation of the Engineer and Owner during the Construction phase and to provide more extensive observation of the Contractor's work.

Resident Project Representative (RPR) Services

Plummer will provide Resident Project Representative (RPR) services professional services based upon our understanding of the project and its objectives and in accordance with EJCDC E-500, Agreement Between Owner and Engineer for Professional Services and in-particular Exhibit D Duties, Responsibilities, and Limitations of Authority of Resident Project Representative. In summary, the duties are to:

- 1) Provide regular representation onsite, including field checks of materials and installed equipment and to provide further protection for Owner against defects and deficiencies in the Work.
- 2) Review and confirm progress schedule, shop drawings, schedule of values, and verification of completion of work included on pay applications.
- 3) Serve as onsite liaison between the Engineer's, Contractor, and Owner.
- 4) Receive from Contractor any request for information (RFI). Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
- 5) Receive and Review Samples and Contractor-approved Shop Drawings.
- 6) Consider and evaluate Contractor's suggestions for modifications to the Drawings or

Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

- 7) Review work for compliance with the Construction Contract Documents and report any defective work.
- 8) Verify inspections, tests, and system start-ups.
- 9) Maintain record of correspondence, conferences, and progress reports
- 10) Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 11) Participate in issuance of Substantial Completion and Final Completion and review of punch list items.

Exclusions and Assumptions

- 1) RPR services does not include geotechnical services; geotechnical services are typically included as an allowance in the Construction Contract.
- 2) RPR services do not include any lab or testing fees.
- 3) Resident Project Representative shall not:
 - a) Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - b) Exceed limitations of Engineer's authority as set forth in this Agreement.
 - c) Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 - d) Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 - e) Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - f) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - g) Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - h) Authorize Owner to occupy the Project in whole or in part.

Budget: \$381,366

This Agreement will be billed under Plummer Associates, Inc. Project: 4120-001-05.

Consideration

We will invoice the Town of Firestone on a time and material basis for the period of December 26, 2022 through December 25, 2023, not to exceed \$ 381,366. Compensation for periods less than one month shall be prorated based on the number of working days in the month. Consultant's lump sum fee is based on the following hourly rates for its employees:

HOURLY FEE SCHEDULE- MOUNTAIN WEST 2023

Staff Description	Staff Code	2023 Rate
Admin Staff	A1 – A2	\$90.00
Admin Staff III	A3	\$95.00
Senior Admin Staff	A4	\$110.00
Designer/Technician	C1	\$110.00
Designer/Technician	C2	\$115.00
Designer/Technician III	C3	\$125.00
Senior Designer/Technician	C4	\$145.00
Construction Manager in Training (CMIT)	CM1	\$120.00
Construction Manager in Training II	CM2	\$140.00
Construction Manager in Training III	CM3	\$145.00
Construction Manager IV	CM4	\$150.00
Construction Manager V	CM5	\$190.00
Construction Manager VI	CM6	\$230.00
Senior Construction Manager	CM7	\$255.00
Principal Construction Manager	CM8	\$275.00
Resident Project Rep. I	RR1	\$90.00
Resident Project Rep. II	RR2	\$120.00
Resident Project Rep. III	RR3	\$140.00
Lead Resident Project Rep.	RR4	\$145.00
Field Tech I	LS1	\$90.00
Field Tech II	LS2	\$105.00
Survey Specialist I	LS3	\$115.00
Survey Specialist II	LS4	\$125.00
Survey Analyst	LS5	\$145.00
Chief of Parties	LS6	\$165.00
Engineer/Scientist Intern	ES0	\$75.00
Engineer-in-Training/Scientist-in-Training	ES1	\$125.00
Engineer-in-Training/Scientist-in-Training II	ES2	\$135.00
Engineer-in-Training/Scientist-in-Training III	ES3	\$150.00
EIT in RPR Role (negotiated rate)	ES3	\$130.00

Staff Description	Staff Code	2023 Rate
Project Engineer/Scientist	ES4	\$160.00
Project Manager I	ES5	\$180.00
Project Manager II	ES6	\$225.00
Senior Project Manager	ES7	\$245.00
Principal I	ES8	\$310.00
Principal II	ES9	\$325.00
Electrical Engineer in Training I	EE1	\$125.00
Electrical Engineer in Training II	EE2	\$130.00
Electrical Engineer in Training III	EE3	\$145.00
Electrical Specialist	EE4	\$155.00
Programmer	EE5	\$185.00
Programmer II	EE6	\$210.00
Senior Electrical Engineer	EE7	\$285.00

Billing rates may be adjusted by up to 4 percent annually (at the beginning of each calendar year) during the term of this agreement.

A multiplier of 1.15 will be applied to all direct expenses

A technology charge will be billed at \$5 per labor hour.

Any changes to Consultant's hourly rates will be communicated to the Town, and shall not take effect unless and until such changes are approved by the Firestone Town Board.

Exhibit B

Town of Firestone Public Services Contract Addendum Prohibition Against Employing Workers Without Authorization

Prohibition Against Employing Workers Without Authorization. Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with a worker without authorization, Contractor shall:

- a. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization: and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the worker without authorization; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, Town may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

**Pre-Contract Certification
in Compliance with C.R.S. Section 8-17.5-102(1)**

From: Plummer Associates, Inc. (Prospective Contractor)

To: **Town of Firestone**

As a prospective independent contractor for the above-identified project, I (we) do hereby certify that, as of the date of this certification, the undersigned does not knowingly employ or contract with a worker without authorization; and that the undersigned will participate in the E-Verify employment verification program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor and Employment Program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of any employees hired since the date of this contract to perform work under this contract.

Executed this _____ day of _____, 20 ____.

PROSPECTIVE CONTRACTOR

February 2, 2023

Signature	Date
Patrick O'Brien	Principal
Printed Name	Title
(720) 774-6140	
Phone	
pobrien@plummer.com	
Email	

ATTEST

	February 2, 2023
Signature	Date
Kelly Fearney	Project Manager
Printed Name	Title
(970) 769-7422	
Phone	
kfearney@plummer.com	
Email	

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 6.b

Discussion/Action

Meeting Date: February 8, 2023

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 23-24: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 1 TO DESIGN AND CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND AMERICAN RAMP COMPANY FOR THE DESIGN AND CONSTRUCTION OF MOUNTAIN SHADOWS PUMP TRACK AND BIKE PARK

SUMMARY

The proposed resolution is for Change Order No. 1 of the Design and Construction Contract between the Town of Firestone and American Ramp Company to add Phase 2 of the project. Phase 2 will add a Dirt Bike Park, which will be completed in 2023.

The increase incorporates funds budgeted in 2023 for the construction of the Pump Track and Bike Park project at Mountain Shadows Park.

HISTORY AND PREVIOUS BOARD ACTION

At the Board of Trustee work sessions in September and October 2022, staff presented a list of Capital Improvement Projects proposed for the 2023 Budget.

At the Board of Trustee regular meeting on September 9, 2022, staff presented the design of the Pump Track and Bike Park project.

On May 25, 2022, the Board approved Resolution 22-67, a resolution approving the execution of the Design and Construction Contract with American Ramp Company for the Pump Track and Bike Park project at Mtn. Shadows Park.

RECOMMENDATION

Staff recommends approval of Resolution 23-24, a resolution approving Change Order No. 1 to the Design and Construction Contract with American Ramp Company for the Pump Track and Bike Park project at Mountain Shadows Park.

ALTERNATIVES

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

ATTACHMENTS

1. Res No 23-24 Change Order No. 1 Pump Track and Bike Park-American Ramp Company
2. Change Order No. 1 Pump Track and Bike Park
3. Concept Drawing
4. Concept Drawing
5. Bike Park Change Order Scope

FINANCIAL CONSIDERATIONS

Change Order No.1 increases the contract from \$325,000.00 to a total amount not to exceed \$573,931.35. Sufficient funds were budgeted in 2022 and 2023 in the Capital Project Fund.

RESOLUTION NO. 23-24

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO 1 TO DESIGN AND CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND AMERICAN RAMP COMPANY FOR THE DESIGN AND CONSTRUCTION OF MOUNTAIN SHADOWS PUMP TRACK AND BIKE PARK

WHEREAS, on May 25, 2022, the Town of Firestone (“Town”) and American Ramp Company (“Contractor”) entered into a Design and Construction contract for Mountain Shadows Pump Track and Bike Park; and

WHEREAS, as Town staff and Contractor were collaborating during the design and planning process to specify the design and precise scope of the pump track and bike park project, Town staff identified and assessed a design change that would add technical elements and features for the mountain bike skills course, improving upon the overall quality and attractiveness of the project and, in turn, helping to build a healthier and happier community; and

WHEREAS, additional budgeted funds would be needed for the potential expansion in the design and scope of the project, requiring a change order to reflect the change in project scope and budget; and

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

WHEREAS, staff recommends, with the support of Contractor and the project’s design team, approval of the recommended design and scope and change to project budget.

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

Change Order No. 1 to the Design and Construction Contract between the Town of Firestone and American Ramp, is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute Change Order No. 1 on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 8th day of February, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi K. Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

CHANGE ORDER NO. 1

DATED: January 25th, 2023

TO: American Ramp Company

PROJECT: Mountain Shadows Pump Track & Dirt Bike Park

PROJECT NUMBER: _____

OWNER: Town of Firestone

You are hereby requested to comply with the following changes from the Agreement.

DESCRIPTION OF CHANGES	DECREASE	INCREASE
We are adding Phase 2 to the Mtn. Shadows Pump Track Project. From 2022. Phase 2 will add the Dirt Bike Park to the entire plan to be completed in 2023.	<u>Contract Price</u>	<u>Contract Price</u> \$248,931.35
	_____	_____
TOTALS	\$ -	\$248,931.35

NET CHANGE TO CONTRACT PRICE:

Original Contract Price:	\$ 325,000.00
Current Contract Price adjusted by previous Change Order:	\$ 325,000.00
Amount of this Change Order	\$ 248,931.35
New Contract Price, including this Change Order, will be:	\$ 573,931.35

APPROVALS:

Project Manager: _____	Date: _____
Consultant/Contractor: _____	Date: _____
Director: _____	Date: _____





****** NOTE -- EXHIBIT, WHICH DESCRIBES THE BIKE PARK CHANGE ORDER WORK
TO BE PERFORMED**

SCOPE OF WORK (CHANGE ORDER SCOPE HIGHLIGHTED IN BLUE)

TASK 3.0- CONSTRUCTION PHASE (BIKE PARK CHANGE ORDER)

3.1 INCLUDES*:

- All labor, supplies, tools, materials, and equipment required per scope of work
- Fabrication and installation of all Bike Park elements
- All materials/labor required to construct rideable bike park components per design
- Earthmoving techniques/compaction of jumps, features, trail work
- As-built drawings
- Payment/performance bonds

3.2 EXCLUDES*:

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

3.3 CUSTOMER PROVIDES*:

- Sufficient water and electrical power within 100 feet of work areas.
- Unobstructed, safe, and continuous access to work area with heavy equipment. All weather roads for heavy equipment.
- All necessary site information including topography, site surveying, and elevations.

Task 3.0 Deliverables:

- Fully constructed bike park and as-built drawings (highlighted in blue).

Change Order Scope Highlighted in Blue

AMERICANRAMPCOMPANY.COM



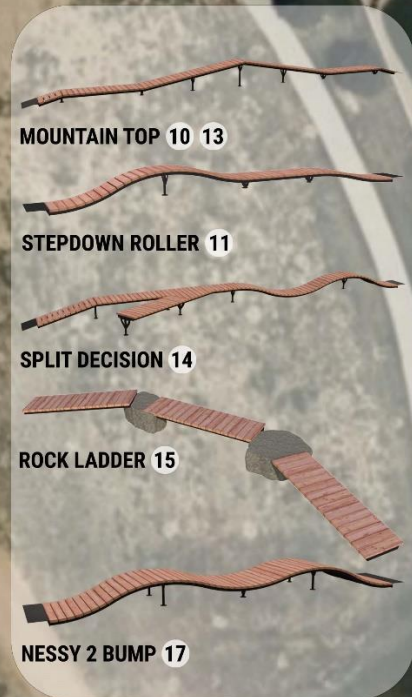
LADDER DROPS 1



JUMP EXAMPLE 2-4 6-8



BERM TURN 5 9 12



ELEVATED TUNNEL 16

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.c

Discussion/Action

Meeting Date: February 8, 2023

Initiated By:

Dept: Communications & Marketing

AGENDA TITLE

Scholarship Update

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

INFORMATIONAL ITEMS

ALTERNATIVES

N/A

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS

N/A

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.d

Discussion/Action

Meeting Date: February 8, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

4th at Firestone Parade

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

INFORMATIONAL ITEMS

ALTERNATIVES

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS



TOWN OF FIRESTONE QUARTERLY FINANCIAL UPDATE

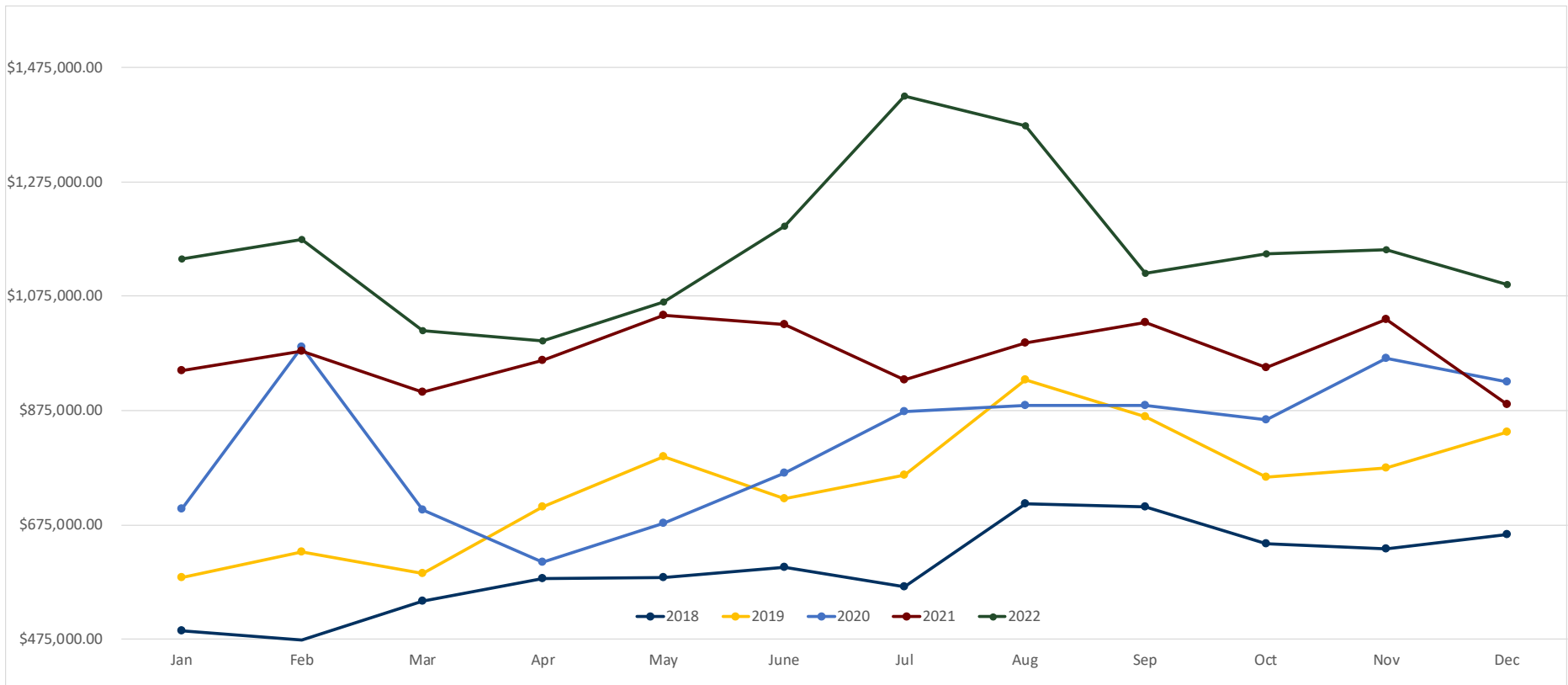
December 31, 2022

Jessica Clanton, Director of Finance



SALES & USE TAX

- Year to date collections \$13,903,603
- Increase of \$2,218,614 or 19% when compared to the prior year



GENERAL FUND REVENUE

	2022 Adopted Budget	Actual as of December 31, 2022	Over/(Under) Projected	Collection Rate	Prior Year Actual as of December 31, 2021	Over/(Under) Prior Year	Percent Difference
Revenues							
Taxes							
Property Taxes	\$ 1,605,330	\$ 1,612,146	\$ 6,816	100.42%	\$ 1,486,351	\$ 125,795	8.46%
Sales Taxes	7,430,927	6,726,320	(704,607)	90.52%	6,248,645	477,675	7.64%
Use Tax	1,381,000	1,347,441	(33,559)	97.57%	1,575,213	(227,772)	-14.46%
Other Tax	200,394	238,660	38,266	119.10%	193,553	45,107	23.30%
Total Taxes*	10,617,651	9,924,567	(693,084)	93.47%	9,503,762	420,805	4.43%
Intergovernmental Revenues	1,344,306	1,584,468	240,162	117.87%	1,076,361	508,107	47.21%
Licenses and Permits	1,388,908	1,142,047	(246,861)	82.23%	1,337,261	(195,214)	-14.60%
Fines and Forfeitures	111,473	130,189	18,716	116.79%	104,567	25,622	24.50%
Charges for Services & Fees	1,648,903	1,263,057	(385,846)	76.60%	1,347,177	(84,120)	-6.24%
Other Revenues	110,451	264,165	153,714	239.17%	195,372	68,793	35.21%
Total Revenues	15,221,692	14,308,493	(913,199)	94.00%	13,564,500	743,993	5.48%
Transfers In	3,162,880	189,120	(2,973,760)	5.98%	2,230,000	(2,040,880)	-91.52%
Total Revenue	\$ 18,384,572	\$ 14,497,613	\$ (3,886,959)	78.86%	\$ 15,794,500	\$ (1,296,887)	-8.21%

*Due to normal collection cycles, the tax revenues presented in the above statement represent amounts collected as of two months prior and not of that of the period being reported.

GENERAL FUND EXPENDITURES

	2022 Adopted Budget	Actual as of December 31, 2022	Over/(Under) Adopted Budget	Spending Rate	Prior Year Actual as of December 31, 2021	Over/(Under) Prior Year	Percent Difference
Legislative	\$ 120,482	\$ 147,580	\$ 27,098	122.49%	\$ 150,004	\$ (2,424)	-1.62%
Town Manager	1,679,033	1,405,742	(273,291)	83.72%	1,182,687	223,055	18.86%
Town Clerk	260,252	205,364	(54,888)	78.91%	158,997	46,367	29.16%
Marketing and Communications	463,173	439,141	(24,032)	94.81%	375,430	63,711	16.97%
Human Resources	521,577	510,219	(11,358)	97.82%	524,644	(14,425)	-2.75%
Finance	1,925,180	1,649,966	(275,214)	85.70%	1,649,996	(30)	0.00%
Technology	1,041,046	888,573	(152,473)	85.35%	770,367	118,206	15.34%
Planning & Development	1,470,282	1,186,254	(284,028)	80.68%	1,513,000	(326,746)	-21.60%
Police	5,074,034	4,716,669	(357,365)	92.96%	4,924,612	(207,943)	-4.22%
Public Works	4,918,364	4,524,094	(394,270)	91.98%	3,922,202	601,892	15.35%
Engineering	280,943	252,527	(28,416)	89.89%	294,729	(42,202)	-14.32%
EDNS	320,888	282,196	(38,692)	87.94%	117,659	164,537	139.84%
Total Expenditures	<u>\$ 18,075,254</u>	<u>\$ 16,208,325</u>	<u>\$ (1,866,929)</u>	<u>89.67%</u>	<u>\$ 15,584,327</u>	<u>\$ 623,998</u>	<u>4.00%</u>

CAPITAL PROJECTS FUND

	2022 Adopted Budget	Actual as of December 31, 2022	Over/(Under) Budget	Collection/ Spending Rates	Prior Year Actual as of December 31, 2021	Current Year Over/(Under) Prior Year	Percent Difference
Revenues							
Sales Taxes - 1%	\$ 2,551,714	\$ 2,241,007	\$ (310,707)	87.82%	\$ 2,027,175	\$ 213,832	10.55%
Sales Taxes - .6%	1,825,601	1,690,825	(134,776)	92.62%	1,564,936	125,889	8.04%
Impact Fee Revenue	1,443,271	1,305,071	(138,200)	90.42%	1,820,397	(515,326)	-28.31%
Cash in Lieu	3,756,072	351	(3,755,721)	0.01%	92,000	(91,649)	-99.62%
Miscellaneous Revenues							
Grant Revenue	-	231,047	231,047	N/A	2,723,438	(2,492,391)	-91.52%
Intergovernmental Revenue	-	250,000					
Investment Earnings	19,844	187,774	167,930	946.25%	34,306	153,468	447.35%
Total Revenues	9,596,502	5,906,075	(3,940,427)	61.54%	8,262,252	(2,356,177)	-28.52%
Expenditures							
Capital Improvement Expenditures	4,354,671	2,625,384	(1,729,287)	60.29%	8,827,462	(6,202,078)	-70.26%
Total Expenditures	4,354,671	2,625,384	(1,729,287)	60.29%	8,827,462	(6,202,078)	-70.26%
Total Revenues Over/(Under) Expenditures	5,241,831	3,280,691	(1,961,140)	62.59%	(565,210)	3,845,901	N/A
Other Financing Sources/Uses	(5,159,087)	(2,184,066)	2,975,021	N/A	(4,557,039)	2,372,973	N/A
Revenues Over/(Under) Expenditures	\$ 82,744	\$ 1,096,625	\$ 1,013,881	1325.32%	\$ (5,122,249)	\$ 6,218,874	N/A

*Due to normal collection cycles, the tax revenues presented in the above statement represent amounts collected as of two months prior and not of that of the period being reported.

WATER FUND

	2022 Adopted Budget	Actual as of December 31, 2022	Over/(Under) Budget	Collection/ Spending Rates	Prior Year Actual as of December 31, 2021	Current Year Over/(Under) Prior Year	Percent Difference
Revenues							
Charges for Services							
Operating Revenue	\$ 9,162,627	\$ 7,309,236	\$ (1,853,391)	79.77%	\$ 7,609,244	\$ (300,008)	-3.94%
Impact Fee Revenue	140,008	154,509	14,501	110.36%	209,445	(54,936)	-26.23%
Native Water Dedication & Credit Fees	11,500,000	10,382,500	(1,117,500)	90.28%	-	10,382,500	N/A
Miscellaneous Revenues							
Investment Earnings	30,000	287,602	257,602	958.67%	74,040	213,562	288.44%
Total Water Fund Revenues	20,832,635	18,133,847	(2,698,788)	87.05%	7,892,729	10,241,118	129.75%
Expenditures							
Operating Expenditures	5,814,900	5,285,676	(529,224)	90.90%	5,065,774	219,902	4.34%
Capital Improvement Expenditures	46,351,579	14,715,759	(31,635,820)	31.75%	28,480,346	(13,764,587)	-48.33%
Total Expenditures	52,166,479	20,001,435	(32,165,044)	122.65%	33,546,120	(13,544,685)	-40.38%
Other Financing Uses	1,973,720	1,812,653	(161,067)	91.84%	1,776,533	36,120	2.03%
Total Water Fund Expenditures	54,140,199	21,814,088	(32,326,111)	40.29%	35,322,653	(13,508,565)	-38.24%
Revenues Over/(Under) Expenditures	\$ (33,307,564)	\$ (3,680,241)	\$ 29,627,323	N/A	\$ (27,429,924)	\$ 23,749,683	N/A

STORMWATER FUND

	<u>2022 Adopted Budget</u>	<u>Actual as of December 31, 2022</u>	<u>Over/(Under) Budget</u>	<u>Collection/ Spending Rates</u>	<u>Prior Year Actual as of December 31, 2021</u>	<u>Current Year Over/(Under) Prior Year</u>	<u>Percent Difference</u>
Revenues							
Charges for Services							
Stormwater Charges	\$ 688,586	\$ 687,183	\$ (1,403)	99.80%	\$ 679,278	\$ 7,905	1.16%
Impact Fee Revenue	97,092	107,172	10,080	110.38%	145,288	(38,116)	-26.23%
Miscellaneous Revenues							
Investment Earnings	10,000	29,354	19,354	293.54%	7,336	22,018	300.14%
Total Revenues	795,678	823,709	28,031	103.52%	831,902	(8,193)	-0.98%
Expenditures							
Stormwater Collection	851,975	709,339	(142,636)	83.26%	547,152	162,187	29.64%
Capital Improvement Expenditures	409,083	221,683	(187,400)	54.19%	445,516	(223,833)	-50.24%
Total Expenditures	1,261,058	931,022	(330,036)	73.83%	992,668	(61,646)	-6.21%
Revenues Over/(Under) Expenditures	\$ (465,380)	\$ (107,313)	\$ 358,067	N/A	\$ (160,766)	\$ 53,453	N/A

CAPITAL IMPROVEMENT PROJECTS

Project Description	2022 Adopted Budget	YTD Expenditures	Amount Remaining	2023 Estimate	2024 Estimate	2025 Estimate	2026 Estimate	5-Year Total	Funding Source
CAPITAL PROJECTS FUND									
Historic Firestone Street Replacement	\$ 621,500	\$ 139,132	\$ 482,368	\$ 660,000	\$ 679,000	\$ 679,000	\$ 679,000	\$ 3,318,500	1% Sales Tax
Pavement Maintenance	1,500,000	1,520,521	(20,521)	1,500,000	850,000	850,000	850,000	5,550,000	ARPA/1% Sales Tax
Dust Control	210,000	172,181	37,819	210,000	270,000	270,000	270,000	1,230,000	1% Sales Tax
Street and Crosswalk Striping	10,000	-	10,000	10,000	10,000	10,000	10,000	50,000	1% Sales Tax
Street Signs Program	12,000	5,043	6,957	12,000	12,000	12,000	12,000	60,000	1% Sales Tax
PW Administration Offices Building	654,171	391,947	262,224	-	-	-	-	654,171	COP's
Traffic Signal Upgrade	40,000	-	40,000	20,000	20,000	20,000	20,000	120,000	1% Sales Tax
Neighbor's Point Park	-	195,265	(195,265)	-	-	-	-	-	Impact Fees
Central Park Master Plan	-	38,371	(38,371)	-	-	-	-	-	Impact Fees
Mountain Shadows Park	350,000	80,000	270,000	-	-	-	-	350,000	Park Impact Fees
New Traffic Signals	800,000	54,110	745,890	-	-	-	-	800,000	Street Impact Fees
Dog Park Relocation	150,000	6,638	143,362	-	-	-	-	150,000	1% Sales Tax
Relocate Conex	7,000	330	6,670	-	-	-	-	7,000	.6% Sales Tax
Events Storage Building	-	21,846	(21,846)	70,000	-	-	-	70,000	.6% Sales Tax
Total	\$ 4,354,671	\$ 2,625,385	\$ 1,729,286	\$ 2,482,000	\$ 1,841,000	\$ 1,841,000	\$ 1,841,000	\$ 12,359,671	
CONSERVATION TRUST FUND									
Settlers Park Improvements	\$ 50,000	\$ 49,380	\$ 620	\$ 75,000	\$ -	\$ -	\$ -	\$ 125,000	CTF
Firestone Trail Improvements	75,000	1,404	73,596	75,000	-	-	-	150,000	CTF
Total	\$ 125,000	\$ 50,784	\$ 74,216	\$ 150,000	\$ -	\$ -	\$ -	\$ 275,000	
BIGHORN FIRESTONE URBAN RENEWAL AUTHORITY									
WC Rd 20 Coal Ridge Ditch Crossing	\$ 1,500,000	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	Property Tax Increment
Total	\$ 1,500,000	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	



CAPITAL IMPROVEMENT PROJECTS

Project Description	2022 Adopted Budget	YTD Expenditures	Amount Remaining	2023 Estimate	2024 Estimate	2025 Estimate	2026 Estimate	5-Year Total	Funding Source
WATER FUND									
Water Rights	\$ 2,200,000	\$ 2,191,100	\$ 8,900	\$ -	\$ -	\$ -	\$ -	\$ 2,200,000	WF
Gould Well Field	660,000	446,865	213,135	-	-	-	-	660,000	2020 Water Ent. Bond
Mtn Shadows Park Conversion	253,000	66,209	186,791	-	-	-	-	253,000	WF
NISP Participation	650,000	617,500	32,500	1,492,000	1,492,000	1,492,000	1,492,000	6,618,000	WF
Firestone Reservoir No. 1 Plumbing	2,086,103	1,153,094	933,009	-	-	-	-	2,086,103	2020 Water Ent. Bond
Historic Firestone Water Line	780,006	391,661	388,345	407,587	419,815	432,410	432,410	2,472,228	WF
St. Vrain Water Treatment Plant	9,384,803	3,828,291	5,556,512	-	-	-	-	9,384,803	2020 Water Ent. Bond
St. Vrain WTP Blend Pipeline - Phase 1	5,492,219	3,879,974	1,612,245	455,000	450,000	3,647,500	3,647,500	13,692,219	2020 Water Ent. Bond
Gould Property Clean Up	15,000	-	15,000	-	-	-	-	15,000	WF
St Vrain WTP Injection Well	1,773,642	643,255	1,130,387	-	-	-	-	1,773,642	2020 Water Ent. Bond
SCADA Upgrade	83,682	120,595	(36,913)	-	-	-	-	83,682	WF
Firestone Reservoir #2	898,000	898,235	(235)	-	-	3,288,140	7,740,800	11,926,940	Raw Water Impact Fees
Non-Potable Irrigation System Infr.	200,000	-	200,000	2,242,000	-	-	-	2,442,000	Raw Water Impact Fees
Water Master Plan	125,000	-	125,000	-	-	-	-	125,000	WF
Historic Firestone Water Design	375,000	259,800	115,200	-	-	-	-	375,000	WF
Alluvial Well Field #2	299,624	118,988	180,637	-	420,000	6,090,000	-	6,809,624	2020 Water Ent. Bond
Water Rate Study	120,000	-	120,000	-	-	-	-	120,000	WF
Coal Ridge Ditch Lateral Supply Pipeline	803,500	-	803,500	5,043,500	-	-	-	5,847,000	WF/2020 Water Ent. Bond
NISP Transfer Pipeline	152,000	-	152,000	-	-	336,250	-	488,250	WF
Firestone Reservoir #3	20,000,000	100,000	19,900,000	-	-	-	-	20,000,000	Water Bond
Total	\$ 46,351,579	\$ 14,715,564	\$ 31,636,015	\$ 9,640,087	\$ 2,781,815	\$ 15,286,300	\$ 13,312,710	\$ 87,372,491	
STORMWATER FUND									
PW Secondary Containment	\$ 29,215	\$ 39,426	\$ (10,211)	\$ -	\$ -	\$ -	\$ -	\$ 29,215	Impact Fees
Stormwater Fee Study	60,000	-	60,000	-	-	-	-	60,000	SWF
Drainage Master Plan	319,868	158,852	161,016	-	-	-	-	319,868	Impact Fees
Regional Detention Pond	-	23,405	(23,405)	-	-	-	-	-	SWF
Total	\$ 409,083	\$ 221,683	\$ 187,400	\$ -	\$ -	\$ -	\$ -	\$ 409,083	
TOWN-WIDE TOTAL	\$ 52,740,333	\$ 17,613,416	\$ 35,126,917	\$ 12,272,087	\$ 4,622,815	\$ 17,127,300	\$ 15,153,710	\$ 101,916,245	

