



BOARD OF TRUSTEES

REGULAR MEETING AGENDA

April 26, 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 April 12, 2023 BOT Regular Meeting Minutes
 - b. Approval of April 12, 2023 BOT Special Meeting Minutes
 - c. **Resolution 23-41:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MINOR SUBDIVISION PLAT; AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE MINOR PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE TOWN OF FIRESTONE
 - d. **Resolution: 23- 42:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BEACON COMMUNICATIONS, LLC FOR THE ANNUAL PREVENTIVE MAINTENANCE INSPECTION OF THE TOWN'S ACCESS CONTROL AND SAFETY CAMERA SYSTEM
 - e. **Resolution 23-44:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A UTILITY EASEMENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND UNITED POWER INC

* 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.

- f. **Resolution 23-45:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING CHANGE ORDER NO. 2 TO THE CONTRACT BETWEEN THE TOWN OF FIRESTONE AND SUN VALLEY ELECTRIC INC FOR CONSTRUCTION OF THE FIRESTONE ALLUVIAL SUPPLY TREATMENT HORIZONTAL WELL PUMP STATION

6. Proclamation

- a. A Proclamation recognizing the week of April 30 to May 6, 2023, as Small Business Week

7. Land Development

- a. **PUBLIC HEARING: Ordinance 1026:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ZONING CERTAIN LAND, FULLY DESCRIBED HEREIN, FROM PUD RESIDENTIAL B (PUD R-B) AND PUD REGIONAL COMMERCIAL (PUD RC) ZONING DISTRICTS TO RESIDENTIAL C (R-C) AND NEIGHBORHOOD CENTER (NC) ZONING DISTRICTS

8. Discussion/Action

- a. **Resolution 23-46:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING THE DENMORE, LLC NATIVE WATER CREDIT PURCHASE AGREEMENT
- b. **Resolution 23-43:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO ACKNOWLEDGING TSG DEL CAMINO, LLC'S PURCHASE OF HOKESTRA GRAVEL PIT STRUCTURAL FILL MATERIAL FROM THE TOWN OF FIRESTONE
- c. **RESOLUTION 23-51:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A FIRST AMENDMENT TO FIRESTONE CITY CENTRE RETAIL INFRASTRUCTURE FUNDING AGREEMENT AND A SECOND AMENDMENT TO AMENDED AND RESTATED PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENT.

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

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

- d. **Resolution 23-47:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND ABS CONCRETE INC FOR THE 2023 CONCRETE REPLACEMENT PROGRAM
- e. **Resolution 23-48:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING CHANGE ORDER NO.1 OF THE 2023 PAVING PROJECT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ASPHALT SPECIALTIES COMPANY INC.
- f. **Resolution 23-49:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND RESOURCE CENTRAL FOR A GARDEN IN THE BOX PROGRAM
- g. **Resolution 23-50:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND RESOURCE CENTRAL FOR A SLOW THE FLOW IRRIGATION AUDIT PROGRAM AGREEMENT
- h. Frederick-Firestone Fire Protection District Inter-Government Agreement

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

10. Reports

- a. Staff
 - 10.a.i. 2023 1st Quarter Financials
 - 10.a.ii. March Financial Reports
- b. Mayor
- c. Trustees

11. 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: April 26, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Approval of April 12, 2023 BOT Regular Meeting Minutes

RECOMMENDATION

Staff recommends approval of April 12, 2023 BOT Regular Meeting Minutes

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. April 12, 2023 BoT Mtg Minutes

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
April 12, 2023

1. Call to Order & Roll Call

The Town of Firestone met for a Regular Meeting on April 12, 2023, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Drew 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:** Jan Sloat, Director of Human Resources; Matt Wiederspahn, Town Engineer; Nate Haasis, Senior Civil Engineer; Raelynn Ferrera, Assistant to the Town Manager; Katie Hansen, Director of Marketing & Communications; Julie Pasillas, Director of Public Works; David Angelo, Chief of Police; Miriam Luna Gonzalez, Deputy Town Clerk; Eric DeBolt, Information Technology Manager; Paula Mehle, Director of FURA & Economic Development; Ivy Pitts, Administrative Operations Coordinator; AJ Krieger, Town Manager; & Keith Martin, Town Attorney

2. Pledge of Allegiance

Mayor Peterson led the pledge of allegiance.

3. Approval of Agenda

Motion by Trustee Doherty, **second** by Trustee Whelan, to Approve Approval of Agenda

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

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

Diane McKinney, a Firestone resident, commented publicly on the dog park budget.

Brenda Wollchesk, a Firestone resident, commented publicly regarding the dog park.

5. Consent Agenda

Motion by Trustee Jimenez, **second** by Trustee Conyac, 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 March 22, 2023 BOT Regular Meeting Minutes

b. **Resolution 23-38:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE TOWN'S PUBLIC WORKS DEPARTMENT'S PURCHASE OF LIGHTS FOR JACOB H. FIRESTONE PARK

6. Presentation

a. Police Department Annual Report

7. Discussion/Action

a. **Resolution 23-37:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND DEFALCO CONSTRUCTION COMPANY PERTAINING TO THE HISTORIC FIRESTONE WATERLINE AND ROADWAY REPLACEMENT PROJECT NO. 2

Motion by Trustee Whelan, **second** by Trustee Conyac, to Approve **Resolution 23-37:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND DEFALCO CONSTRUCTION COMPANY PERTAINING TO THE HISTORIC FIRESTONE WATERLINE AND ROADWAY REPLACEMENT PROJECT NO. 2

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

b. **Resolution 23-33:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND DITESCO LLC FOR PRE-CONSTRUCTION BIDDING ASSISTANCE AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE

HISTORIC FIRESTONE WATERLINE AND ROADWAY REPLACEMENT PROJECT
NO. 2

Motion by Trustee Jimenez, **second** by Trustee Whelan, to Approve **Resolution 23-33**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND DITESCO LLC FOR PRE-CONSTRUCTION BIDDING ASSISTANCE AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE HISTORIC FIRESTONE WATERLINE AND ROADWAY REPLACEMENT PROJECT NO. 2

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- c. **Ordinance 1025**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTION 5.08.040 OF THE FIRESTONE MUNICIPAL CODE REGARDING LIQUOR TASTINGS

Motion by Trustee Whelan, **second** by Trustee Conyac, to Approve **Ordinance 1025**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTION 5.08.040 OF THE FIRESTONE MUNICIPAL CODE REGARDING LIQUOR TASTINGS

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- d. **Resolution 23-40**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND POLICY CONFLUENCE INC

Motion by Trustee Conyac, **second** by Trustee Whelan, to Approve **Resolution 23-40**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND POLICY CONFLUENCE INC

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- e. **Resolution 23-39**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE TOWN'S PUBLIC WORKS DEPARTMENT PURCHASE OF MATERIALS FOR CONSTRUCTION OF A DOG PARK LOCATED AT CENTRAL PARK

Motion by Trustee Conyac, **second** by Trustee Doherty, to Approve **Resolution 23-39**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE TOWN'S PUBLIC WORKS DEPARTMENT PURCHASE OF MATERIALS FOR CONSTRUCTION OF A DOG PARK LOCATED AT CENTRAL PARK

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

f. Frederick-Firestone Fire Protection District Impact Fees

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

No one wished to give public comment.

9. Reports

a. Staff

b. Mayor

c. Trustees

Trustee Sharp reported on the Carbon Valley Chamber of Commerce awards. He also reported on the review of the Town Manager.

Trustee Jimenez reported on a potential date for a meeting regarding the town manager's review.

Trustee Holcomb reported on St. Vrain School District event.

10. Executive Session

a. An Executive Session pursuant to C.R.S. 24-6-402(4)(e)(I), for determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators, regarding the Town of Firestone's Water Service Agreement with Central Weld County Water District.

Motion by Trustee Conyac, **second** by Trustee Jimenez, to Go into Executive Session An Executive Session pursuant to C.R.S. 24-6-402(4)(e)(I), for determining positions relative to matters that

may be subject to negotiations, developing strategy for negotiations and instructing negotiators, regarding the Town of Firestone's Water Service Agreement with Central Weld County Water District.

Roll Call Vote:

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

No: Trustee Holcomb

Abstain: None

Motion carried.

11. Adjournment

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

Introduced and Approved the 26 of April 2023.

TOWN OF FIRESTONE, COLORADO

ATTEST

Drew A. Peterson, Mayor

Miriam Luna Gonzalez, Deputy Town Clerk

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.b

Consent Agenda

Meeting Date: April 26, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Approval of April 12, 2023 BOT Special Meeting Minutes

RECOMMENDATION

Staff recommends approval of April 12, 2023 BOT Special Meeting Minutes

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. April 12, 2023 Special Mtg Minutes

TOWN OF FIRESTONE, COLORADO
Board of Trustees Special Meeting
MINUTES
April 12, 2023

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Special Meeting on April 12, 2023, at the Police Department & Municipal Court building. 9900 Park Avenue, Firestone, Colorado. Mayor Peterson called the meeting to order at 5:00 PM.

The following were present upon the call of the roll:

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

Staff: **Present:** Raelynn Ferrera, Assistant to the Town Manager; Julie Pasillas, Director of Public Works; Miriam Luna Gonzalez, Deputy Town Clerk; Eric DeBolt, Information Technology Manager AJ Krieger, Town Manager

2. Pledge of Allegiance

Mayor Peterson led the pledge of allegiance.

3. Approval of Agenda

Motion by Trustee Conyac, **second** by Trustee Whelan, 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. Executive Session

- a. An executive session regarding the Town's contract with Integrated Water Services, for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions pursuant to C.R.S. 24-6-402 (4)(b) and to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators pursuant to C.R.S. 24-6-402 (e)(I).

Motion by Trustee Jimenez, **second** by Trustee Conyac, to go into an Executive Session regarding the Town's contract with Integrated Water Services, for a conference with

the Town Attorney for the purpose of receiving legal advice on specific legal questions pursuant to C.R.S. 24-6-402 (4)(b) and to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators pursuant to C.R.S. 24-6-402 (e)(I).

Roll Call Vote:

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

No: Trustee Holcomb

Abstain: None

Motion carried.

Open: 5:00 PM

Close: 6:04 PM

5. Adjournment

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

Introduced and Approved the 26 of April 2023.

TOWN OF FIRESTONE, COLORADO

ATTEST

Drew A. Peterson, Mayor

Miriam Luna Gonzalez, Deputy Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.c

Consent Agenda

Meeting Date: April 26, 2023

Initiated By: Marty Ostholtzoff

Dept: Planning & Development

AGENDA TITLE

Resolution 23-41: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MINOR SUBDIVISION PLAT; AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE MINOR PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE TOWN OF FIRESTONE

RECOMMENDATION

Town staff recommends the Board of Trustees approve draft Resolution 23-41, a resolution approving the Vistas at Saddleback Filing No. 1 Minor Plat with the following condition:

1. All minor, technical corrections to the Vistas at Saddleback Filing No. 1 Minor Plat shall be made to the Town's satisfaction.

SUMMARY

Vistas at Saddleback, LLC has filed an application to subdivide approximately 47.5 acres into three tracts. In addition to the three tracts, right-of-way is being dedicated for Grant Avenue and Frontier Avenue. The three tracts are for future development purposes and will need to be replatted prior to development occurring.

The Town Board of Trustees may approve a minor plat application if it meets the following Approval Criteria from the FDC:

- a. The lot line adjustment or Minor Plat is generally consistent with the Town's Comprehensive Master Plan;
- b. The lot line adjustment or Minor Plat is generally consistent with and implements the intent of the specific zoning district in which it is located;
- c. As applicable, the Minor Plat is generally consistent with the terms and conditions of any previously approved development plan;
- d. The lot line adjustment or Minor Plat complies with all applicable use, development, and design standards set forth in this FDC;
- e. Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, and schools are available to serve the subject property while maintaining sufficient levels of service to existing development; and
- f. The lot line adjustment plat or Minor Plat will not result in significant adverse impacts on adjacent properties, or such impacts will be substantially mitigated.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

The subject property was annexed and zoned by the Town in 1976 as part of the Zadel Annexation. The property is now known as the Vistas at Saddleback with the current PUD zoning being approved in 2019.

ATTACHMENTS

1. Resolution 23-41
2. Vistas at Saddleback Filling No. 1 Minor Plat

RESOLUTION NO. 23-41

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MINOR SUBDIVISION PLAT; AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE MINOR PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE TOWN OF FIRESTONE

WHEREAS, Vistas at Saddleback, LLC (“Applicant”), as owner of certain real property described on **Exhibit A** (the “Property”), have submitted a proposed subdivision plat for the Property, entitled “Vistas at Saddleback Filing No. 1” (the “Minor Plat”); and

WHEREAS, after reviewing the evidence and argument presented to the Board of Trustees, the Board of Trustees finds the proposed Minor Plat to be in substantial compliance with the technical requirements of the Firestone Development Code.

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

Section 1. The above Recitals and Findings of the Board of Trustees are hereby incorporated into this resolution.

Section 2. The Board of Trustees hereby approves the subdivision plat for Vistas at Saddleback Filing No. 1 Minor Plat, attached hereto as **Exhibit B** and incorporated herein by this reference, subject to and contingent upon compliance with the following condition:

(a) All minor, technical corrections to the Vistas at Saddleback Filing No. 1 Minor Plat shall be made to the Town’s satisfaction.

Section 3. The dedication of all easements and all other places designated for public use as shown upon the Minor Plat is hereby accepted by the Town of Firestone.

Section 4. The Mayor and Town Clerk are hereby authorized and directed to certify upon the subdivision plat the Town’s approval and acceptance thereof. The Town Clerk is hereby authorized and directed to file the subdivision plat with Weld County Clerk and Recorder’s office upon fulfillment of all conditions as indicated herein.

Section 5. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Minor Plat shall be null and void if the conditions set forth in Section 2 are not complied with within one hundred and twenty (120) days of the date of this Resolution.

PASSED AND ADOPTED this ____ day of _____, 20__.

Drew Peterson, Mayor

ATTEST:

Miriam Luna Gonzalez, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A

Legal Description

THAT PORTION OF THE EAST HALF OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 19;
THENCE NORTH 89°30'51" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 341.38 FEET;
THENCE DEPARTING SAID SOUTH LINE, NORTH 00°29'09" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 42°11'50" WEST, A DISTANCE OF 753.00 FEET;
THENCE NORTH 01°11'50" WEST, A DISTANCE OF 708.21 FEET;
THENCE SOUTH 88°48'10" WEST, A DISTANCE OF 179.90 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE SOUTH PLATTE SUPPLY CANAL;

THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TEN COURSES;

1. NORTH 46°50'19" EAST, A DISTANCE OF 344.20 FEET;
2. NORTH 28°53'19" EAST, A DISTANCE OF 148.30 FEET;
3. NORTH 06°11'19" EAST, A DISTANCE OF 123.20 FEET;
4. NORTH 38°57'41" WEST, A DISTANCE OF 179.60 FEET;
5. NORTH 27°57'41" WEST, A DISTANCE OF 48.90 FEET;
6. NORTH 62°02'19" EAST, A DISTANCE OF 5.00 FEET;
7. NORTH 27°57'41" WEST, A DISTANCE OF 319.50 FEET;
8. NORTH 49°02'19" EAST, A DISTANCE OF 635.50 FEET;
9. SOUTH 41°07'41" EAST, A DISTANCE OF 30.00 FEET;
10. NORTH 49°02'19" EAST, A DISTANCE OF 570.23 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19;

THENCE SOUTH 01°03'02" EAST, A DISTANCE OF 407.86 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 19;
THENCE SOUTH 01°03'56" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 2,630.70 FEET TO THE POINT OF BEGINNING;

EXHIBIT B
Minor Plat

March 9, 2023 - 11:01 Dwg Name: \\mcl-dmv-nas\projects-dmv\Adifsc01\dwg\Surv\Final Drawings\Plat of Subdivision

SHEET
1 OF 1
ADIFSC001.00

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**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.d

Consent Agenda

Meeting Date: April 26, 2023

Initiated By: Raelynn Ferrera

Dept: Administration

AGENDA TITLE

Resolution: 23- 42: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BEACON COMMUNICATIONS, LLC FOR THE ANNUAL PREVENTIVE MAINTENANCE INSPECTION OF THE TOWN'S ACCESS CONTROL AND SAFETY CAMERA SYSTEM

RECOMMENDATION

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

SUMMARY

This agreement is for Beacon Communications to perform preventive maintenance and provide on-call and call-out support for all access control and safety camera systems in Town facilities.

Beacon Communications installed the access control system in the Police and Municipal Court building, Town Hall, and Public Works facility.

Beacon Communications is the preferred vendor for maintaining the system. Beacon Communications helps set industry security standards for local, state, and federal government agencies. For over 20 years, Beacon has provided high-level security and audiovisual technology.

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

FINANCIAL CONSIDERATIONS

Cost breakdown by location:

- Police and Municipal Court Building (9900 Park Ave) \$42,119.00
- Town Hall (9950 Park Ave) \$5,109.00
- Public Works (7500 Pine Cone Ave) \$13,332.00

Sufficient funds are budgeted for this agreement in 2023.

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. RESO Beacon 2023
2. Beacon Annual Access Control Support Service Contract 4-2023

RESOLUTION NO. 23-__

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

WHEREAS, the Town of Firestone ("Town") desires to engage Beacon Communications, LLC ("Contractor") for the purpose of providing Annual Preventive Maintenance Inspection of the Town's Access Control and Safety Camera System; 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 Beacon Communications, LLC, for Annual Preventive Maintenance Inspection of the Town's Access Control and Safety Camera System, is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 26th day of April, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Peterson, Mayor

ATTEST:

Kristi Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2023 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and **BEACON COMMUNICATIONS, LLC**, an independent contractor with a principal place of business at 7810 Shaffer Parkway, Ste 120, Littleton, Colorado 80127 ("Contractor") (each a "Party" and collectively the "Parties"). WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

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

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If the Contractor proceeds without such written authorization, the Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit 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 have an initial term of two years from the effective date. Upon expiration of the initial term, this agreement shall automatically renew for a period of two years.
- B. Either Party may serve the other with notice of a desire to amend, supplement or renegotiate specific section(s) of this agreement, in whole or in part. Such notice shall be provided in writing by either Party to the other not more than one hundred and twenty (120) calendar days prior to the anniversary date of this Agreement.
- C. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay the 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 the Contractor, the Town shall pay the Contractor an amount not to exceed **\$60,560.00 annually**. This amount shall include all fees, costs, and expenses incurred by the Contractor, and no additional amounts shall be paid by the Town for such fees, costs, and expenses. The contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt. Year two will have a max increase of 10% and will be proposed.

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 Sub-Contractors 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. The 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 Contractor's designs, documents or work product without the prior written authorization of Contractor, the Town agrees, to the fullest extent permitted by law, to release the Contractor, its officers, directors, employees and sub-Contractors 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 Contractor under the Agreement may contain certain design details, features and concepts from the Contractor'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 Contractor. Nothing herein

shall be construed as a limitation on the Contractor'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 Sub-Contractor 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 Contractor s 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 Contractor s 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 Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor of Contractor , or any officer, employee, representative, or agent of Contractor or of any Sub-Contractor 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. WORKER WITHOUT AUTHORIZATION

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the 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 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-Contractor that fails to certify to Contractor that the Sub-Contractor shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform work under this Agreement.

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 Sub-Contractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement, Contractor shall: notify the Sub-Contractor and the Town within 3 days that Contractor has actual

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

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

X. CHANGE ORDERS

- A. A Change Order is a written instrument issued after execution of the Agreement signed by Town and Contractor, stating their Agreement, as applicable, upon all of the following:
- a. The scope of the change in the Work;
 - b. The amount of the adjustment to the Contract Price; and
 - c. The extent of the adjustment to the Contract Times(s).
- B. All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Town and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustment such changes.

XI. 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:

Kristi K Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

BEACON COMMUNICATIONS, LLC

By: Johnathan Hasserd
Nicole Lavictoire_____
Johnathan Hasserd VP, Sales

EXHIBIT A SCOPE OF SERVICES

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

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

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

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

QTY	Manufacturer	Model	Description
3	Exceed ID	Mt15	Reader, Single Gang. No Keypad
1	Exceed ID	MTK15	Reader with Keypad
6	Power Sonic	OW-OPS1270	Battery, 12 Volt, 7Amp
1	Video InSight	EP 1502	Controller
1	Video InSight	MR52	Dual Door Sub Controller

- Written report from PM Visit

EXHIBIT B
TERMS OF AGREEMENT

Service Period:

- YEAR 1: April 1, 2023, through March 31, 2024
- YEAR 2: April 1, 2024, through March 31, 2025
 - Contract is subject to renewal with new proposal or amendment.

Service Labor Rates:

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

Afterhours Rates:

- Monday through Friday \$195.00 per hour
- Weekends \$195.00 per hour
- Holidays \$300.00 per hour

Breakdown of Site locations:

- Police and Municipal Court Building (9900 Park Ave)
 - \$42,119.00
- Town Hall (9950 Park Ave)
 - \$5,109.00
- Public Works (7500 Pine Cone Ave)
 - \$13,332.00

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

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.e

Consent Agenda

Meeting Date: April 26, 2023

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 23-44: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A UTILITY EASEMENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND UNITED POWER INC

RECOMMENDATION

Staff recommends approval of the resolution approving the easement agreement with United Power and authorizing the Mayor to execute the easement agreement on behalf of the Town.

SUMMARY

United Power is seeking a 625-square-foot easement for two transformers. The easement agreement is the Town's form agreement, with Exhibit A, the legal description of the easement area.

The need for the easement for the existing transformer was discovered during work performed by United Power, installing a new transformer and electric service to power Blend Station 1 of the Transmission Pipeline Project. This easement will include both transformers.

FINANCIAL CONSIDERATIONS

None

HISTORY AND PREVIOUS BOARD ACTION

None

ATTACHMENTS

1. 23-44 United Power Inc Utility Easement Agreement
2. Utility Easement (United Power WO202111027 signed)
3. Vicinity Map

RESOLUTION 23-44

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING A UTILITY EASEMENT
AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND UNITED
POWER INC**

WHEREAS, United Power Inc. (“United Power”) installed a transformer and electric service to Blend Station 1 of the Transmission Pipeline Project; and

WHEREAS, Blend Station 1 is one of the two points of connection to transmit water from the St Vrain Water Treatment Plant to the Town of Firestone’s (“Town”) distribution system; and

WHEREAS, in the course of its work United Power realized they did not have a Utility Easement from the Town for the transformer adjacent to the new Blend 1 Station transformer which is located at the Firestone Sports Complex; and

WHEREAS, United Power is thus requesting a 625 sq.ft Utility Easement from the Town, that will accommodate both transformers; and

WHEREAS, staff recommends that the Town accommodate United Power’s request by having it execute the Town’s standard form Utility Easement Agreement.

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

The Utility Easement Agreement between the Town of Firestone and United Power 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 Utility Easement Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of _____, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

APPROVED AS TO FORM

Miriam Luna Gonzalez, Deputy Town Clerk

William P. Hayashi, Town Attorney

UTILITY EASEMENT AND AGREEMENT

This **UTILITY EASEMENT AND AGREEMENT** ("Agreement") is made and entered into this ____ day of _____, 2023, by and between the TOWN OF FIRESTONE, COLORADO, a municipal corporation organized and existing under and by virtue of the laws of the State of Colorado, whose address is 9950 Park Avenue., Firestone, Colorado, 80504 ("Firestone" or "Grantor") and UNITED POWER, INC., a Colorado cooperative association ("Grantee"), whose address is 500 Cooperative Way, Brighton, CO, 80603.

1. Grantor's Property. Firestone is the owner of that certain parcel of real property (the "Property") located in Weld County, Colorado, legally described as Firestone Sports Field Site, as shown on the Minor Plat of the same name recorded in the offices of the Weld County Clerk and Recorder at Reception No. 2743710 on January 12, 2000.

2. Grant of Easement –Consideration. Firestone grants to Grantee a perpetual, non-exclusive easement (the "Easement") over, under, in and across that portion of the Property as more fully described in Exhibit A, attached to and made a part of this Agreement (the "Easement Area"), subject to the terms and conditions set forth below. Nothing in this Grant of Easement shall supersede either parties rights or responsibilities under any effective franchise agreement between the parties.

3. Purpose and Uses of Easement. Grantee may use the Easement: (a) to access, operate, use, maintain, repair, reconstruct, replace, inspect, and remove, at any time and from time to time, existing buried electric power lines and two existing surface transformer cabinets (the "Improvements") upon, across, over, under through and within the Easement Area; (b) to remove obstructions to the Improvements; and (c) to mark the location of the Easement Area and Improvements by suitable markers set and maintained in the ground. Nothing herein shall be construed to permit any overhead utilities or any surface or underground facilities or equipment associated with any utilities other than electric within the Easement Area.

4. Grantor's Rights in Easement Area. Firestone reserves the right to use the Easement Area for any purposes that will not impair, endanger or unreasonably interfere with any of the Improvements or with Grantee's full enjoyment of the rights hereby granted. Firestone shall not erect or cause to be erected any permanent buildings or structures within the Easement Area without the prior written consent of Grantee, which shall not be unreasonably withheld.

5. Construction.

A. Grantee shall provide Firestone a complete set of "As-Built Plans" for the Improvements, in paper and electronic format, within thirty days following construction and installation of the Improvements.

B. Grantee shall ensure that construction of the Improvements shall be undertaken by a licensed contractor, and shall cause all work to be performed by such contractor to be in accordance with all applicable statutes, ordinances, rules, regulations and permitting requirements.

6. Operation and Maintenance.

A. Grantee shall be solely responsible for the maintenance and replacement of the Improvements now or hereafter constructed and located within the Easement Area.

B. Upon completion of any construction work in the Easement Area, Grantee will maintain the surface of the Easement area in compliance with any applicable weed, nuisance or other legal requirements.

C. Upon completing any work in the Easement Area, Grantee will make such repairs or take such other action as may be necessary to restore the surface of the Easement Area to a condition comparable to its condition prior to Grantee's activities in the Easement Area, including but not limited to the reseeding and replanting of any disturbed areas in a manner reasonably satisfactory to Firestone, correction of any subsidence, and restoration of any other pre-existing improvements or conditions impacted by Grantee's activities.

7. Depth of Cover. Unless a greater depth is required by applicable law, Grantee shall initially bury underground electrical facilities within the Easement Area at a minimum depth of four (4) feet below the surface of the ground.

8. Liability and Responsibility.

A. Firestone shall have no obligation to contribute to the costs or expenses of initial construction or installation of the Improvements.

B. Except for any negligent or willful act or omission, Firestone shall not be responsible or held liable for damages to the Improvements resulting from any work conducted by Firestone on the Property or in connection with performing authorized emergency repairs and maintenance of any existing improvements on the Property.

C. Nothing in this Easement Agreement shall be construed to be a waiver of the limitations on liability which are provided to Firestone under any provision of law or the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq., as currently enacted or subsequently amended ("CGIA").

9. Binding Effect - Runs With Land. This Agreement shall extend to and be binding upon and inure to the benefit of the Parties to this Agreement and their respective successors and assigns, including without limitation, all subsequent owners of the Property, and all persons claiming under them. The rights and responsibilities set forth in this Agreement are intended to be covenants upon the Easement Area and are to run with the land.

10. Notices. Any notice, request, consent, offer or demand required or permitted to be given in this Agreement, shall be in writing and be sufficiently given if delivered in person or sent by mail or email, addressed to the party to whom such notice is intended to be given at the address set forth below:

Town of Firestone
Matthew Wiederspahn, Town Engineer
9950 Park Avenue
Firestone, CO, 80504
303-531-6254
MWiederspahn@FirestoneCO.gov

United Power
Mark Alessi, Senior ROW Agent
9586 I-25 Frontage Road
Longmont, CO, 80504
720-685-5640
malessi@unitedpower.com

11. Governing Law; Venue: This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. Jurisdiction and venue for any actions arising from this Agreement and any amendments hereto shall rest exclusively in Weld County, Colorado.

12. Amendment; Waiver: No provision of this Agreement may be amended, waived or otherwise modified without, except by a writing executed by both Parties. The waiver by any party of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions hereof.

13. Authority. Firestone warrants that it has full right and lawful authority to convey the real property interests contained in the Easement granted above. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and to bind itself, its respective successors and assigns, and that no other contract or agreement to which it is a party prevents it from executing this Agreement or concluding the transactions described herein.

14. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto relating to the Easement and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

15. Severability. If any part, term or provision of this Agreement shall be held unenforceable or invalid, the remainder of this Easement and the application of such part, term or provision to persons or situations other than those to which it shall have been held unenforceable or invalid shall not be affected thereby, but shall continue to be enforceable and enforceable to the greatest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Utility Easement and Agreement, effective as of the date first set forth above. (2 signature pages follow)

GRANTOR:

**THE TOWN OF FIRESTONE,
COLORADO, a Colorado municipality**

By: _____
Drew Peterson, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

[INSERT NAME], Acting Town Clerk

Town Attorney

ACCEPTED BY GRANTEE:

UNITED POWER, INC., a Colorado cooperative association



By: STEVE BARWICK
Title: LAND MANAGER

STATE OF COLORADO)
)ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this 27 day of March,
2023 by Steve Barwick, as Land Manager of
United Power, Inc..

WITNESS my hand and official seal.

My commission expires:

1/11/2026


Notary Public

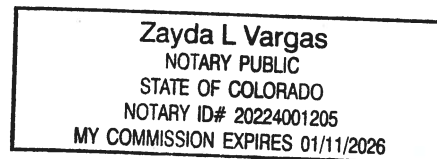


EXHIBIT A

[the following 2 pages]

EXHIBIT "A"

DESCRIPTION

A PORTION OF THAT PARCEL OF LAND AS DESCRIBED IN A WARRANTY DEED TO TOWN OF FIRESTONE, FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 2743708. SAID PARCEL OF LAND IS LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

POCKET EASEMENT

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 7, AS MONUMENTED BY A FOUND 3.25 INCH ALUMINUM CAP WITH ILLEGIBLE MARKINGS; THENCE SOUTH 77°08'00" WEST, A DISTANCE OF 123.52 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE SIXTY (60) FOOT RIGHT OF WAY FOR FIRESTONE BOULEVARD, AND THE **POINT OF BEGINNING**;

THENCE, OVER AND ACROSS SAID PARCEL OF LAND THE FOLLOWING FOUR (4) COURSES AND DISTANCES;

1. THENCE SOUTH 88°48'43" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 25.00 FEET;
2. THENCE SOUTH 00°51'11" WEST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 25.00 FEET;
3. THENCE NORTH 88°48'43" WEST, 25.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 25.00 FEET;
4. THENCE NORTH 00°51'11" EAST A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING**.

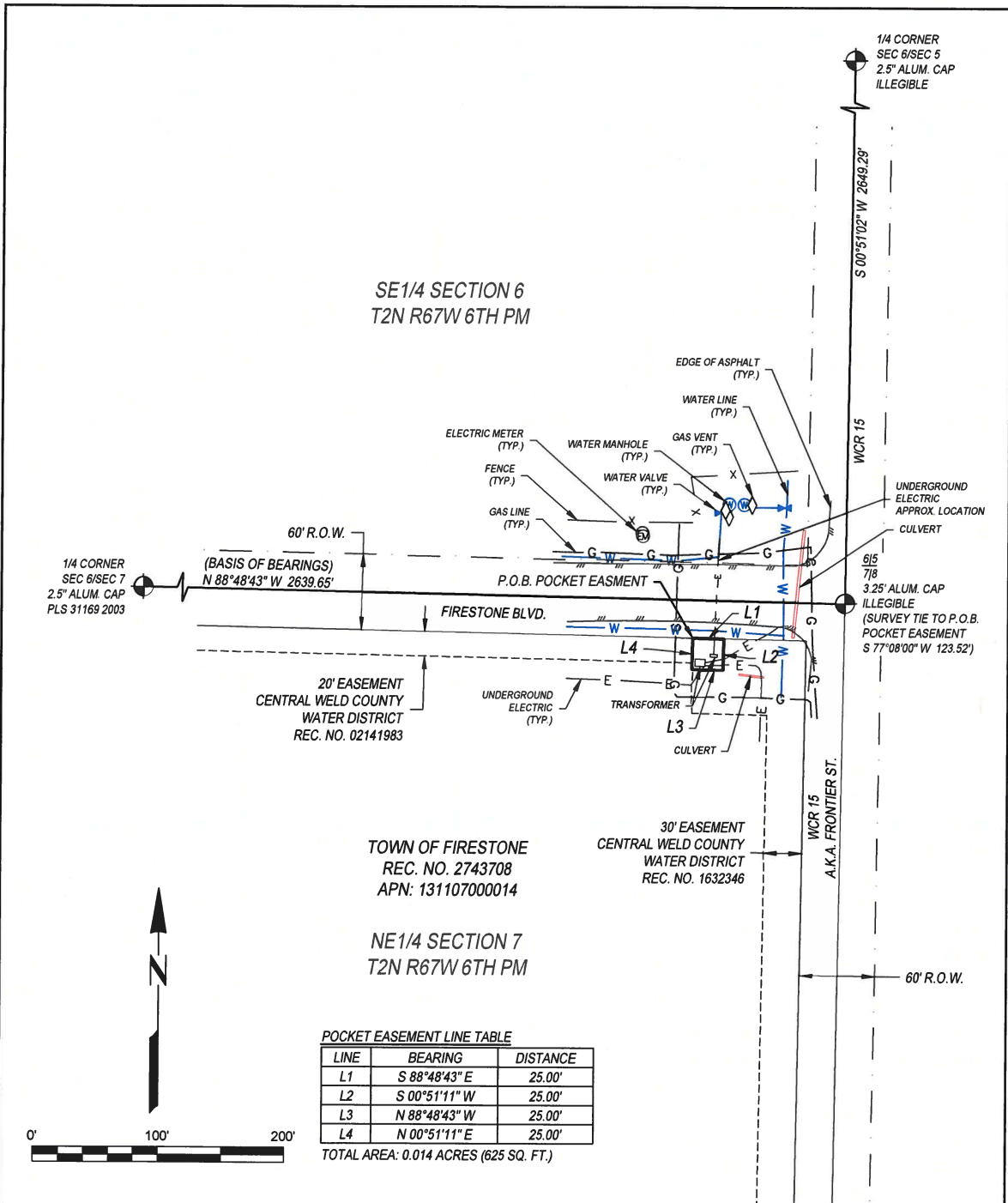
THE TOTAL AREA OF THE ABOVE-DESCRIBED POCKET EASEMENT IS 0.014 ACRES (625 SQUARE FEET) OF LAND, MORE OR LESS.

NOTES:

1. SEE THE ATTACHED ILLUSTRATION BY WHICH THIS REFERENCE IS MADE PART HEREOF.
2. THIS DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ACKLAM, INC. HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES, AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
3. BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS VIA "VRS NOW" POSITIONING SYSTEM AND/OR THE ONLINE POSITIONING USER SERVICE OFFERED BY THE N.G.S. AND PROJECTED TO "COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE" (C.R.S. 38-52-105 & 106).
4. DISTANCES SHOWN HEREON ARE IN US SURVEY FEET GRID. THE COMBINED FACTOR USED TO OBTAIN THE GRID DISTANCES IS 0.999728127.
5. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M. SAID LINE BEING MONUMENTED ON THE EAST BY THE NORTHEAST CORNER OF SAID SECTION 7, BEING A FOUND 3.25 INCH ALUMINUM CAP WITH ILLEGIBLE MARKINGS AND ON THE WEST BY THE NORTH ONE-QUARTER CORNER OF SAID SECTION 7, BEING A FOUND 2.5 INCH ALUMINUM CAP MARKED "PLS 31169 2003" AND BEARS NORTH 88°48'43" WEST.

PROJ. NO. 226020
PREPARED BY: JONAS M. COLLIER
DATE PREPARED: 07/05/2022
FOR AND ON BEHALF OF ACKLAM, INC.
133 S. 27th AVENUE BRIGHTON, CO 80601
303.659.6267
WO_202111027_TOWN OF FIRESTONE_DESC.docx
PRINTED: 7/5/2022 2:30:00 PM Jonas Collier, PLS

REVISIONS			
NO.	DATE	BY	DESCRIPTION



NOTES

- 1) LOCATIONS OF UTILITIES AND FOREIGN PIPELINES WERE DETERMINED FROM VISIBLE SURFACE EVIDENCE. THESE LOCATIONS IF SHOWN MAY NOT BE ACCURATE OR COMPLETE. OTHER UTILITIES MAY EXIST AND ARE TO BE FIELD LOCATED BY OTHERS PRIOR TO EXCAVATION.
- 2) THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ACKLAM, INC. HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
- 3) THIS EXHIBIT IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT. EXCEPT FOR THE EASEMENT/RIGHT OF WAY DEPICTED HEREON IT IS NOT TO BE RELIED UPON FOR THE DIVISION OF LAND, ESTABLISHMENT OF ANY LAND BOUNDARY, FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINES.
- 4) BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS VIA "IRS NOW" POSITIONING SYSTEM AND/OR THE ONLINE POSITIONING USER SERVICE OFFERED BY THE N.G.S. AND PROJECTED TO "COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE" (C.R.S. 38-52-105 & 106). DISTANCES SHOWN HEREON ARE IN US SURVEY FEET GRID. THE COMBINED FACTOR USED TO OBTAIN THE GRID DISTANCES IS 0.999728127.
- 5) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 6) THIS EXHIBIT WAS PREPARED BY JONAS M. COLLIER, PLS 38780, FOR AND ON BEHALF OF ACKLAM, INC. 133 S. 27TH AVENUE, BRIGHTON, CO 80601.
- 7) SEE THE ATTACHED DESCRIPTION BY WHICH THIS REFERENCE IS MADE HEREOF.

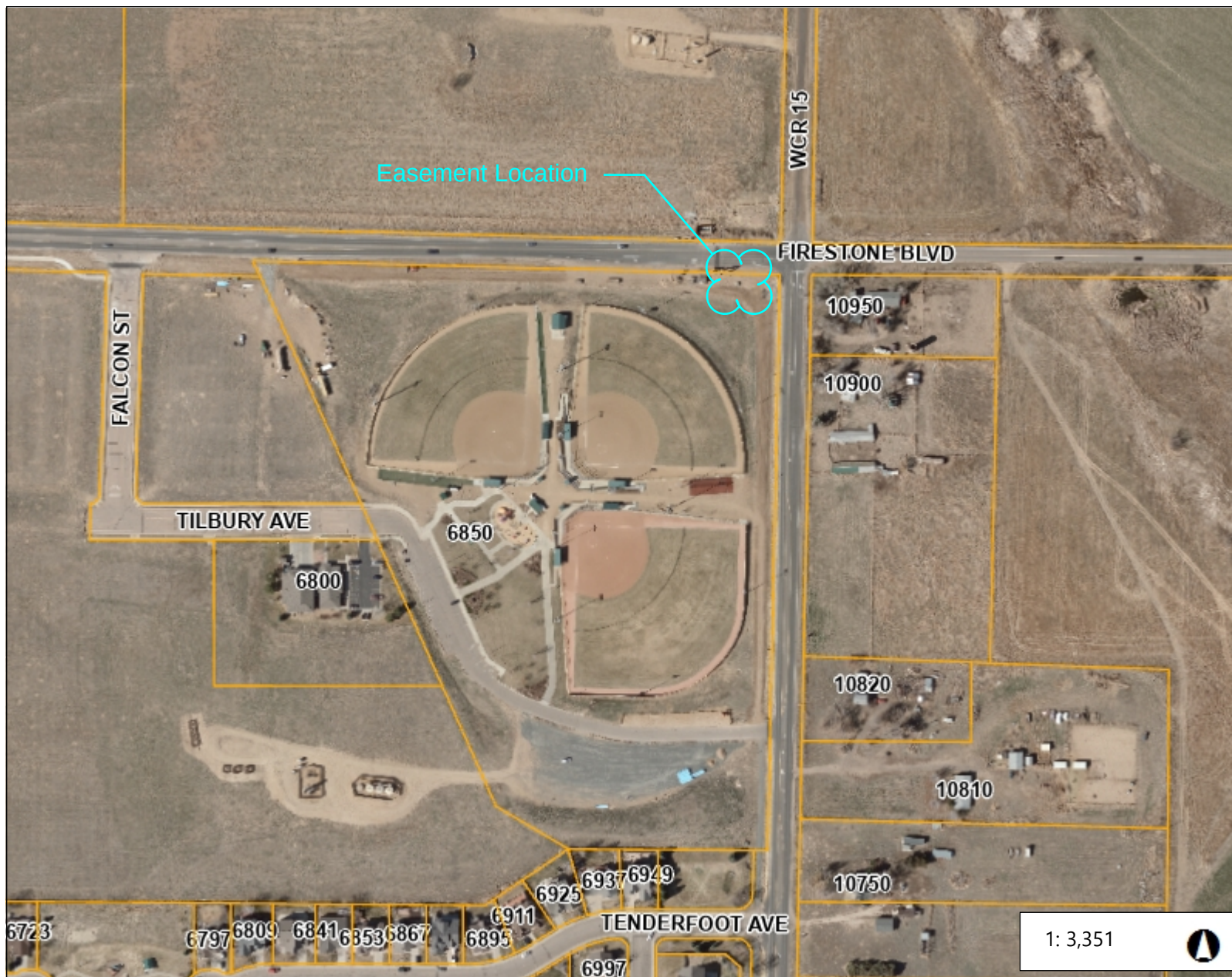


Acklam, Inc.

133 S. 27th Avenue
Brighton, CO 80601
11713 Shoreview Overlook
Austin, TX 78732
Texas Firm#10194171

UNITED POWER
EXHIBIT "A" ILLUSTRATION
NE1/4 SECTION 7
T2N R67W 6TH PM, WELD COUNTY, COLORADO

SCALE: 1"=100'
DATE: 06/20/22 JAH
JOB NO.: 226020
JOB NAME: FIRESTONE PIPELINE #1
SHEET 2 OF 2
REV:
WORK ORDER NO.: 202111027



1: 3,351



558.6 0 279.28 558.6 Feet



Legend

- Parcels
- Highway
- County Boundary

Notes

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.f

Consent Agenda

Meeting Date: April 26, 2023

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 23-45: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING CHANGE ORDER NO. 2 TO THE CONTRACT BETWEEN THE TOWN OF FIRESTONE AND SUN VALLEY ELECTRIC INC FOR CONSTRUCTION OF THE FIRESTONE ALLUVIAL SUPPLY TREATMENT HORIZONTAL WELL PUMP STATION

RECOMMENDATION

Staff recommends approval of the resolution approving Change Order No. 2 to the FAST H-Well Pump Station construction contract with Sun Valley Electric, Inc., and authorizing the Mayor to execute the change order on behalf of the Town.

SUMMARY

Approval of Change Order No. 2 will increase the original contract price by \$5,277.00, extend the contract to April 20, 2023, and allow Sun Valley Electric, Inc to install a lightning protection system at the FAST H-Well Pump Station.

Sun Valley Electric, Inc. is the general contractor building the FAST H-Well Pump Station. Sun Valley has recommended the Town consider installing a lightning protection system for the building. The building houses the controls for the pump station and the main SCADA PLC that will control all of the FAST Alluvial wells.

Staff agrees this is a prudent additional protection for the facility, and Sun Valley has offered us a favorable price for the materials and installation.

FINANCIAL CONSIDERATIONS

Change Order No. 2 increases the contract amount by \$5,277.00 and will be paid from the Water Fund.

HISTORY AND PREVIOUS BOARD ACTION

On May 11, 2022, the Board of Trustees approved Resolution 22-64 awarding the construction contract to Sun Valley.

On March 8, 2023, the Board of Trustees approved Resolution 23-28 approving Change Order No. 1.

ATTACHMENTS

1. 23-45 Sun Valley Electric Change Order No. 2 Reso
2. W2020-9531.02 H-Well PS Construction CO 2 (signed)
3. Vicinity Map

RESOLUTION No. 23-45

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE
COLORADO APPROVING CHANGE ORDER NO. 2 TO THE CONTRACT BETWEEN
THE TOWN OF FIRESTONE AND SUN VALLEY ELECTRIC INC FOR
CONSTRUCTION OF THE FIRESTONE ALLUVIAL SUPPLY TREATMENT
HORIZONTAL WELL PUMP STATION**

WHEREAS, by Resolution No. 22-64 the Town of Firestone ("Town") entered into a contract with Sun Valley Electric Inc. ("Sun Valley") to construct the Firestone Alluvial Supply Treatment ("FAST") Horizontal Well Pump Station; and

WHEREAS, by Resolution No. 23-28 the Town approved Change Order No. 1 which extended the contract time and authorized Sun Valley to construct improvements such as additional exterior lighting, an additional thermostat and access improvements; and

WHEREAS, Sun Valley recommends that the Town install a lightning protection system as the Pump Station houses the controls for the Pump Station and the main Supervisory Control and Acquisition Programmable Logic Controllers which control the FAST Alluvial Wells; and

WHEREAS Staff finds that such recommendation is prudent and Sun Valley has offered the Town a favorable price for the project's materials and installation.

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

Change Order No. 2 to the FAST Horizontal Well Pump Station Contract between the Town of Firestone and Sun Valley Electric 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 Change Order No. 2 on behalf of the Town.

INTRODUCED, READ AND ADOPTED this ___ day of _____, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

APPROVED AS TO FORM:

Miriam Luna Gonzalez, Deputy Town Clerk

William P. Hayashi, Town Attorney

SECTION 00941 CHANGE ORDER

No. 2

Date of Issuance: 03/7/2023

Effective Date: 03/07/2023

Project: Firestone FAST Pump Station	Owner: Town of Firestone	Owner's Contract No.: W2020-9531.02
Contract: W2020-9531.02	Date of Contract: 5/11/2022	
Contractor: Sun Valley	Engineer's Project No.:	

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

Description:

Sun Valley is being issued a change in contract price for an increase in scope of work for additional electrical work at the Horizontal Well Pump Station. Additional scope of work includes; Providing and installing lightning protection for the pump station building (\$5,277.00). Sun Valley is also being issued a change in time to perform the additional scope of work. Substantial completion is being moved to April 20th based on Sun Valley's schedule with a Final Completion Date of May 1st.

The Following Line Items are Added to the contract:

PCO#2.1 – Provide and Install Lightning Protection on Pump Station Building \$5,277.00

Attachments (list documents supporting change):

Sun Valley Proposal PCO-01 HWFPS Lightning Protection System Complete.pdf

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$420,450.00	Original Contract Times: ☐ Working days ☒ Calendar days Substantial completion (days or date): <u>August 15th 2022</u> Ready for final payment (days or date): <u>August 31st 2022</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$7,725.00	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial completion (days): <u>n/a</u> Ready for final payment (days): <u>n/a</u>
Contract Price prior to this Change Order: \$428,175.00	Contract Times prior to this Change Order: Substantial completion (days or date): <u>March 17th 2023</u> Ready for final payment (days or date): <u>April 1st 2023</u>
[Increase] [Decrease] of this Change Order: \$5,277.00	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>April 20th, 2023</u> Ready for final payment (days or date): <u>May 1st, 2023</u>
Contract Price incorporating this Change Order: \$433,452.00	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>April 20th, 2023</u> Ready for final payment (days or date): <u>May 1st, 2023</u>

RECOMMENDED:
By: [Signature]
Engineer (Authorized Signature)

Date: 04-12-2023
Approved by Funding Agency (if applicable):
NA

ACCEPTED:
By: _____
Owner (Authorized Signature)

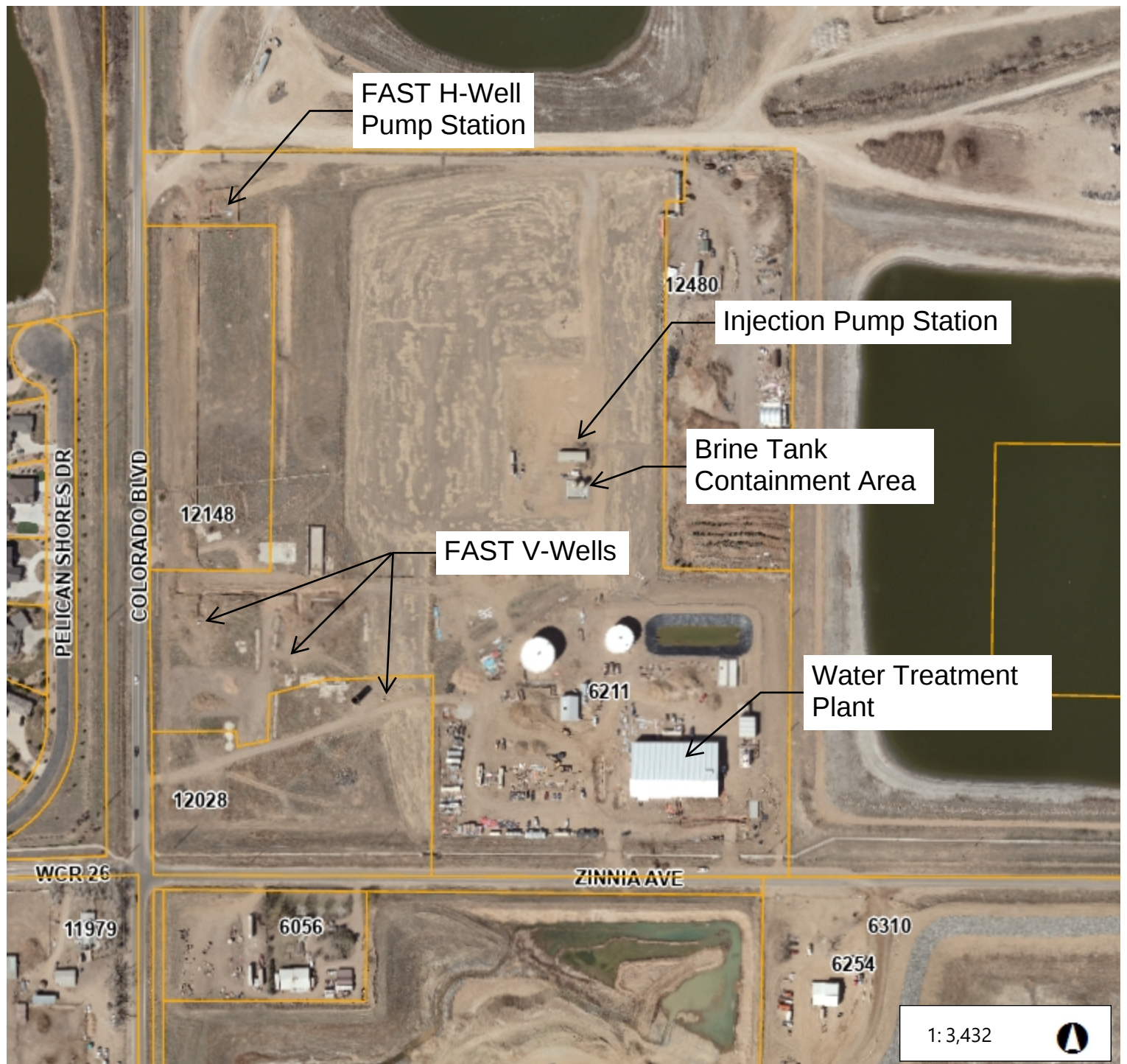
Date: _____

ACCEPTED:
By: Matt Weber
Owner (Authorized Signature)

Date: _____

Date: _____

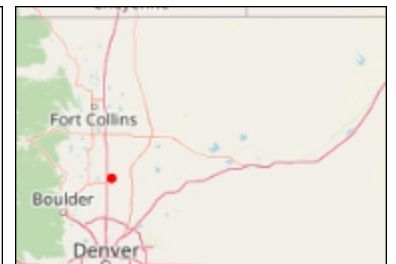
Digitally signed by Matt Weber
Reason: I attest to the
accuracy and integrity of this
document.
Date: 2023.03.07
15:48:46 -07'00'



Legend

- Parcels
- Highway
- County Boundary

Notes



572.1 0 286.04 572.1 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Weld County Colorado

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.a

Proclamation

Meeting Date: April 26, 2023

Initiated By: Paula Mehle

Dept: Economic Development

AGENDA TITLE

A Proclamation recognizing the week of April 30 to May 6, 2023, as Small Business Week

RECOMMENDATION

SUMMARY

National Small Business Week is celebrated during the first week of May each year and takes place from April 30 to May 6 this year.

There are 31 million small businesses in the United States, many of which have made a significant contribution to the country's economy. This annual celebration promotes awareness of small businesses in the community and their success, encourages small business owners, and promotes the resources available to businesses.

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

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. 2023 National Small Business Week Proclamation



NATIONAL SMALL BUSINESS WEEK- 2023
April 30 – May 6, 2023

WHEREAS, small businesses are the engines of job creation in the United States and this fact comes to life in the Town of Firestone, Colorado; and

WHEREAS, our start-ups, home-based, storefront shops, office, service-based, and primary employers are the backbone of Firestone's economy and the cornerstones of our nation's promise; and

WHEREAS, small businesses represent a community at work; and often times their value and the role they play in our communities is overlooked because they are small; and

WHEREAS, the impact is evident in our society as more than half of Americans either own or work for a small business, and they create approximately two out of three new jobs in the U.S. each year; and

WHEREAS, in the Town of Firestone, Colorado, our small businesses over the years have provided jobs, paid taxes, and contributed to local charitable and community efforts; and

WHEREAS, owners of small businesses deserve recognition, gratitude and support through the Small Business Administration National Small Business Week April 30-May 6, 2023; and

WHEREAS, the Town of Firestone, Colorado recognizes that small businesses in Firestone are a core component of our local economy and pays tribute to the determination and entrepreneurial spirit of the Town of Firestone business owners.

NOW THEREFORE, BE IT PROCLAIMED, that I, the Honorable Frank Jimenez, Mayor Pro-Tem of the Town of Firestone, Colorado, on behalf of the Board of Trustees do hereby proclaim April 30 – May 6, 2023, as "National Small Business Week," and urge all residents of the Town of Firestone, Colorado to recognize small businesses for the contributions they make in providing jobs and for the unique cultural and social element they bring to our community.

Frank Jimenez, Mayor Pro-Tem

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.a

Land Development

Meeting Date: April 26, 2023

Initiated By: Todd Bjerkaas

Dept: Planning & Development

AGENDA TITLE

PUBLIC HEARING: Ordinance 1026: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ZONING CERTAIN LAND, FULLY DESCRIBED HEREIN, FROM PUD RESIDENTIAL B (PUD R-B) AND PUD REGIONAL COMMERCIAL (PUD RC) ZONING DISTRICTS TO RESIDENTIAL C (R-C) AND NEIGHBORHOOD CENTER (NC) ZONING DISTRICTS

RECOMMENDATION

Town staff recommends the Board of Trustees approve draft Ordinance 1026, an ordinance approving the Vistas at Saddleback Rezoning application with the following condition:

1. Technical corrections to the Vistas at Saddleback zoning map shall be made to the Town's satisfaction.

SUMMARY

The landowner is proposing that the Vistas at Saddleback property at the northwest corner of Grant Avenue and Frontier Street be rezoned from PUD Residential B (PUD R-B) and PUD Regional Commercial (PUD RC) to Residential C (R-C) for 43.23 acres and Neighborhood Center (NC) for 4.25 acres. The proposed rezoning to R-C and NC is consistent with the 2013 Firestone Master Plan.

Zoning (or rezoning) is the step that needs to be completed prior to beginning the subdivision process and requires action by the Planning and Zoning Commission and Board of Trustees.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

The subject property was annexed and zoned by the Town in 1976 as part of the Zadel Annexation. The property is now known as the Vistas at Saddleback with the current PUD zoning being approved in 2019.

ATTACHMENTS

1. Staff Report
2. Ordinance 1026
3. Vistas at Saddleback - Zoning Map
4. Resolution PC 23-05
5. Neighborhood Meeting Summary



Staff Report

The Vistas at Saddleback

Rezoning

**Prepared by the
Town of Firestone for the
Board of Trustees**

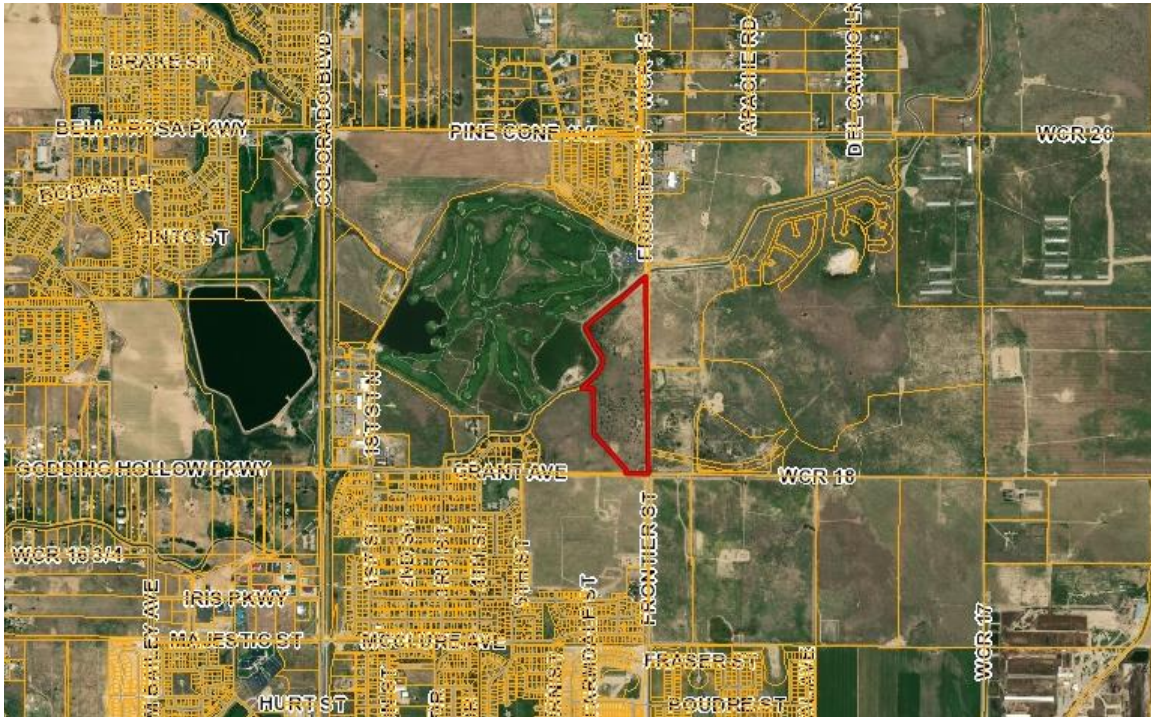
April 26, 2023

GENERAL INFORMATION

Purpose: This staff report is for the Vistas at Saddleback rezoning, proposing Residential C (R-C) for the majority of the site, and Neighborhood Center (NC) at the corner of Grant Avenue and Frontier Street.

Applicant: Vistas at Saddleback, LLC
1732 Crestview Drive
Durango, CO 81301

Location: The Vistas at Saddleback property is located on the northwest corner of Grant Avenue and Frontier Street as outlined in red on the following map.



Existing Conditions:

Existing Zoning: PUD Residential B (PUD R-B) and PUD Regional Commercial (PUD RC)

Existing Use: Vacant land

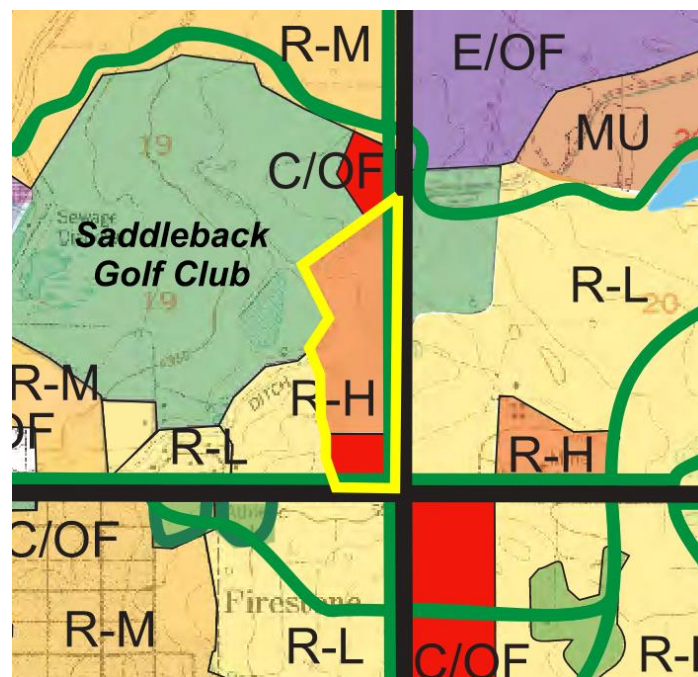
Adjacent Land Use/Zoning:

	ZONING	LAND USE
NORTH	PUD OS (Saddleback Golf Club ODP)	Golf course
SOUTH	Residential B (R-B)	Vacant land
EAST	Residential A (R-A)	Vacant land, large lot residential
WEST	PUD OS (Saddleback Golf Club ODP)	Golf course
	Residential B (R-B)	Vacant land

Vistas at Saddleback Rezoning - Plan Analysis

The landowner is proposing that the 47.5 acre Vistas at Saddleback property be rezoned from PUD Residential B (PUD R-B) to Residential C (R-C) and from PUD Regional Commercial (PUD RC) to Neighborhood Center (NC).

The proposed rezoning to R-C and NC is consistent with the 2013 Firestone Master Plan where the future land uses on the property are shown as R-H (Residential High) and C/OF (Commercial/Office) as outlined in yellow on the following map.



Residential High uses identified in the Firestone Master Plan are more based on housing types rather than density. As per the Firestone Master Plan, Residential High should contain housing types such as townhomes, condominiums and apartments. The proposed R-C zoning allows for these housing types.

The Commercial/Office uses identified in the Firestone Master Plan are retail commercial/office, while more regional commercial/office uses should be located near I-25. The proposed NC zoning allows for more neighborhood-oriented retail/office uses versus the larger scale regional commercial/office uses.

APPROVAL CRITERIA AND STAFF ANALYSIS

Rezoning Approval Criteria and Staff Analysis:

The Rezoning application for the Vistas at Saddleback was reviewed for compliance with the Approval Criteria from Section 16.7.4.E of the FDC. Staff makes the following findings:

- A. The proposed zoning promotes the health, safety or welfare of the inhabitants of the Town and the purposes of this FDC; and

Staff: *The proposed R-C and NC zoning promotes the health, safety, and welfare of the inhabitants of the Town and the purposes of the FDC by providing multiple housing types, parks, open space and area for future commercial development.*

- B. The proposed zoning is generally consistent with the Town's Comprehensive Master Plan, or the proposed zoning is necessary to provide land for a community need that was not anticipated at the time of the adoption of the Town's plan.

Staff: *The proposed R-C and NC zoning is generally consistent with the Town's Master Plan by proposing the housing types outlined in the residential high land use designation and providing commercial land uses as shown on the Master Plan Map.*

- C. Adequate facilities and services (including street and transportation, water, gas, electric, police and fire protection, and sewage and waste disposal, as applicable) will be available to serve the subject property while maintaining adequate levels of service to existing development;

Staff: *Adequate facilities and services will be provided to serve the subject property and maintain adequate levels of service to existing development. In addition, further development review procedures and development standards identified in the Firestone Development Code (FDC) will need to be complied with assuring that the future development of the property will maintain current levels of service to existing developments.*

- D. The proposed zoning is not likely to result in significant adverse impacts upon the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated;

Staff: *The proposed R-C and NC zoning is not likely to result in significant adverse impacts upon the natural environment.*

- E. The proposed zoning is not likely to result in significant adverse impacts upon other property in the vicinity of the subject property;

Staff: *The proposed rezoning to R-C and NC is not likely to result in significant adverse impacts upon the properties in the vicinity of this property. In addition, further development review procedures and development standards identified in the Firestone Development Code (FDC) will need to be complied with assuring that the future development of the property is compatible with adjacent properties.*

- F. Future uses on the subject property will be compatible in scale with uses on other properties in the vicinity of the subject property; and

Staff: *The proposed residential uses permitted through the rezoning will be compatible in scale with existing and future land uses identified on adjacent properties in the area. In addition, further development review procedures and development standards identified in the Firestone Development Code (FDC) will need to be complied with assuring that the future development of the property is compatible with adjacent properties. The proposed commercial uses permitted in the NC zone district are more neighborhood oriented in scale versus the regional commercial uses currently permitted.*

- G. The proposed zoning is generally consistent with the Towns' economic development goals and objectives in bringing positive growth and sustainable revenues to the Town.

Staff: *The proposed R-C and NC zoning is generally consistent with the Town's economic development goals and objectives in bringing positive growth via residential development and revenue via a commercial parcel to the Town.*

NEIGHBORHOOD MEETING

As required by the Firestone Development Code, a Neighborhood Meeting was held on January 31, 2023 at the Carbon Valley Regional Library. The required notice and summary for the Neighborhood Meeting was provided.

PUBLIC NOTICE

Notice of the Public Hearings has been provided as follows:

Published in the Longmont Times Call: March 22, 2023
Property Posted: March 22, 2023
Letters to Adjacent Property Owners: March 21, 2023

RECOMMENDATIONS

Staff:

Town staff recommends the Board of Trustees approve draft Ordinance 1026, an ordinance approving the Vistas at Saddleback Rezoning application with the following condition:

- a. Technical corrections to the Vistas at Saddleback rezoning map shall be made to the Town's satisfaction.

Planning and Zoning Commission:

After conducting a Public Hearing on the proposed Rezoning application on April 6, 2023, the Planning and Zoning Commission rendered a decision recommending approval of the Rezoning application as more fully set forth in Resolution PC-23-05.

ORDINANCE NO. 1026

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ZONING CERTAIN LAND, FULLY DESCRIBED HEREIN, FROM PUD RESIDENTIAL B (PUD R-B) AND PUD REGIONAL COMMERCIAL (PUD RC) ZONING DISTRICTS TO RESIDENTIAL C (R-C) AND NEIGHBORHOOD CENTER (NC) ZONING DISTRICTS

WHEREAS, Vistas at Saddleback, LLC (the “Applicant”), who is the fee owner of certain real property described in **Exhibit A** (the “Property”), which is approximately 47.5 acres more or less in size, has submitted an application for the rezoning of the Property from PUD Residential B (PUD R-B) and PUD Regional Commercial (PUD RC) zoning districts to Residential C (R-C) and Neighborhood Center (NC) zoning districts, to accommodate the residential and commercial development on the Property (the “Application”); and

WHEREAS, on April 6, 2023, the Planning and Zoning Commission, after conducting a public hearing on the Application, rendered a decision recommending approval of the Application; and

WHEREAS, on April 26, 2023, the Board of Trustees conducted a public hearing on the Application; and

WHEREAS, after reviewing the record of the Firestone Planning and Zoning Commission public hearing and the recommendation of the Firestone Planning and Zoning Commission following such hearing, and after considering the testimony, evidence and argument presented at the Board of Trustees public hearing, the Board of Trustees finds and determines that the Application is complete, and that the Applicant has met the applicable requirements and standards set forth in Section 16.7.4 of the Firestone Development Code, including Step 9 of Section 16.7.4.

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

Section 1. The land legally described in **Exhibit A**, which is attached hereto and incorporated herein by this reference, and which consists of approximately 47.5 acres, more or less, shall be zoned Town of Firestone Residential C (R-C) and Neighborhood Center (NC) Zoning Districts as shown on **Exhibit B**.

Section 2. The Board of Trustees certifies a change in the Zoning Map zoning the property described herein to Town of Firestone Residential C (R-C) and Neighborhood Center (NC) Zoning Districts.

Section 3. The Board of Trustees directs that a certified copy of this Ordinance be filed with the Town Clerk and further, that the Town Clerk index, file and make the Ordinance available to the public.

Section 4. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declare it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 5. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

**INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED
IN FULL** this ___th day of _____, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Peterson, Mayor

ATTEST:

Kristi K. Bashor, CMC, Town Clerk

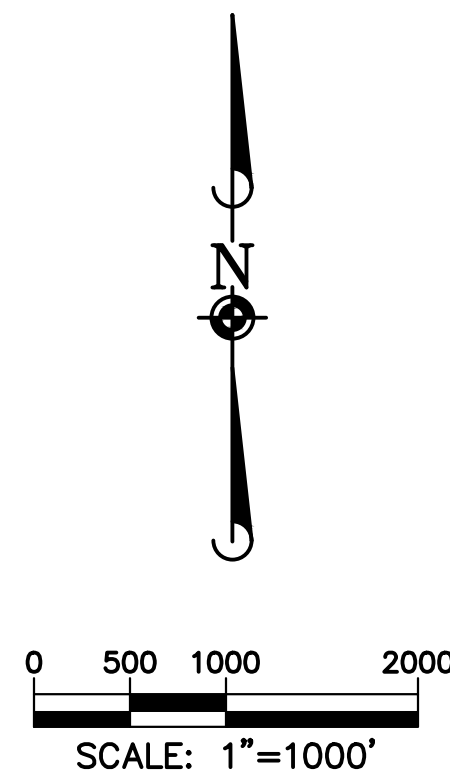
APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Legal Description

EXHIBIT B
Vistas at Saddleback Zoning Map

A PORTION OF THE EAST HALF OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, COLORADO
47.5 ACRES
RZ-22-046



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

PLANNING & ZONING COMMISSION CERTIFICATE

CHAIRPERSON

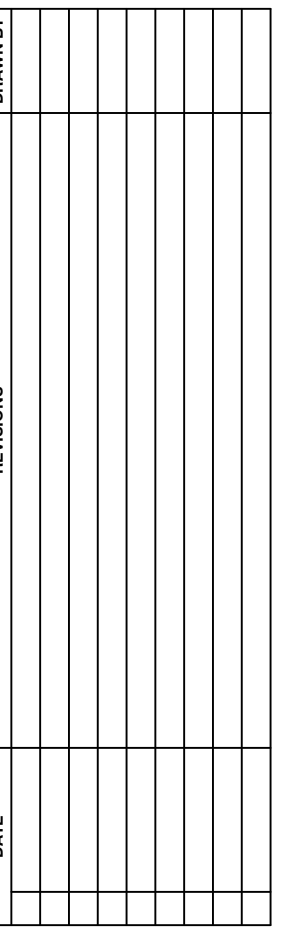
MAYOR

Manhard
CONSULTING
7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS
Water Resource Management | Construction Management

THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 19 IS ASSUMED TO BEAR NORTH 89°30'51" WEST AS REFERENCED FROM THE COLORADO STATE PLANE NORTH (0501) COORDINATE SYSTEM USING GPS/RTK OBSERVATIONS BETWEEN THE SOUTHEAST CORNER OF SAID SECTION 19 MONUMENTED WITH A 3 1/4" ALUMINUM CAP STAMPED "2022 PL 38042" AND THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 19 MONUMENTED WITH A 3 1/4" BRASS CAP IN MONUMENT BOX STAMPED "1952 BUREAU OF LAND MANAGEMENT" WITH ALL BEARINGS RELATIVE THERETO.



MANHARD CONSULTING, LTD IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.



THE VISTAS AT SADDLEBACK

TOWN OF FIRESTONE, COLORADO

ZONE DISTRICT MAP

ROJ. MGR.: CAS
ROJ. ASSOC.: PRF
DRAWN BY: MPL
DATE: _____

SHEET

2 OF 2

ADI.FSCO01



FIRESTONE PLANNING AND ZONING COMMISSION

RESOLUTION NO. PC-23-05

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FIRESTONE, COLORADO, RECOMMENDING APPROVAL OF AN APPLICATION TO REZONE CERTAIN LAND, FROM PUD RESIDENTIAL B (PUD R-B) AND PUD REGIONAL COMMERCIAL (PUD RC) TO RESIDENTIAL C (R-C) AND NEIGHBORHOOD CENTER (NC) ZONE DISTRICTS

WHEREAS, Vistas at Saddleback, LLC (“Applicant”), as owner of certain real property located within the Town of Firestone, Colorado (the “Property”), has submitted a proposed rezoning for the Property (the “Application”); and

WHEREAS, the Property is located in the PUD Residential B (PUD R-B) and PUD Regional Commercial (PUD RC) zone districts; and

WHEREAS, Applicant has applied for the rezoning of the Property from PUD Residential B (PUD R-B) and PUD Regional Commercial (PUD RC) zone districts to Residential C (R-C) and Neighborhood Center (NC) zone districts; and

WHEREAS, the Firestone Planning and Zoning Commission, at its meeting on April 6, 2023, reviewed the Application and considered the approval criteria set out in Section 16.7.4 of the Firestone Development Code; and

WHEREAS, the Firestone Planning and Zoning Commission wishes to make a recommendation to the Town of Firestone Board of Trustees regarding the Application.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FIRESTONE, COLORADO:

Section 1. The Planning and Zoning Commission hereby recommends the Board of Trustees approve the Application for the rezoning of the Property from PUD Residential B (PUD R-B) and PUD Regional Commercial (PUD RC) zone districts to Residential C (R-C) and Neighborhood Center (NC) zone districts as shown on **Exhibit A**, attached hereto and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

1. Technical corrections to the Vistas at Saddleback Zoning Map shall be made to the Town’s satisfaction.

PASSED AND ADOPTED this 6 day of APRIL, 2023.

ATTEST:


Miriam Luna Gonzalez, Secretary




James Sutton, Chairperson

EXHIBIT A
Vistas at Saddleback Zoning Map

MEETING MINUTES

Project: Vistas at Saddleback

Date: January 31st, 2023

By: Manhard Consulting

Agenda: Neighborhood Meeting

Attendees:

Manhard Consulting – Chris Shandor, Margo Lawless

Plan West – David Brehm, Allison Hibbs

Powers Brown Architecture – Aimee Sanborn

Elmington Capital – Ryan Tobin

Allied Development – John McKenzie

Panormama Commercial Group – Hayden Behnke

As required by the Town of Firestone code, a neighborhood meeting was held for the above referenced project at the High Plains Library District – Carbon Valley Regional Library on January 31st, 2023. The project was posted and mailing notices were sent out per the Town code. The development team prepared a presentation, boards, etc. for discussion with the neighborhood. After approximately 30 minutes of no attendees participating in the meeting, the meeting was adjourned.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.a

Discussion/Action

Meeting Date: April 26, 2023

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 23-46: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING THE DENMORE, LLC NATIVE WATER CREDIT PURCHASE AGREEMENT

RECOMMENDATION

Staff recommends approval of Resolution 23-46, a resolution approving the Native Water Credit Purchase Agreement between the Town of Firestone and Denmore, LLC.

SUMMARY

As part of the Native Water Dedication Policy process, staff has been working with several developers who either already own or will need to acquire native water rights or credits that may be used to fulfill water dedication requirements for developments in Firestone.

The Town's goal has been to acquire native water rights to build a healthy water portfolio that will periodically be released to developers to purchase Native Water Credits, which will be accomplished with the Native Water Credit Purchase Agreement before the Board for approval.

The Board of Trustees approved the Denmore Annexation on June 8, 2022. Denmore, LLC will need water to satisfy the Town's water dedication requirements for the land being developed on the Denmore Annexation. The Town staff determined there is availability for Denmore, LLC to purchase up to 238 Native Water Credits from the Town to be used on the Developer's land. The Town staff worked with Denmore, LLC on this Native Water Credit Purchase Agreement to offer the purchase of Native Water Credit from water rights the Town has purchased.

FINANCIAL CONSIDERATIONS

Upon execution of the Agreement, Denmore, LLC will be obligated to pay the Town \$16,750,000.00 for up to 238 Native Water Credits no more than 21 days after Final Plat arrival or by June 30, 2023, whichever occurs first. All fees will be paid to the Town of Firestone Water Activity Enterprise fund.

HISTORY AND PREVIOUS BOARD ACTION

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

ATTACHMENTS

1. Res 23-46 Denmore LLC Water Credit Purchase Agreement
2. Denmore - Native Water Credit Purchase Agreement

RESOLUTION NO. 23-46

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE,
APPROVING THE DENMORE, LLC NATIVE WATER CREDIT PURCHASE
AGREEMENT**

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

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

WHEREAS, Denmore, LLC (“Buyer”) is a land use applicant who has agreed to dedicate “water rights” and/or “shares” to Firestone pursuant to an Annexation Agreement dated July 20, 2022 and described as the Denmore Annexation (“Annexation Agreement”), and must actually dedicate those “water rights” and/or “shares” prior to recording a final subdivision plat; and

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

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

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

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

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

The Native Water Credit Purchase Agreement between the Town of Firestone and Denmore, LLC is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ, AND ADOPTED this 26th day of April, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristi K. Bashor, MMC Town Clerk

William P. Hayashi, Town Attorney

NATIVE WATER CREDIT PURCHASE AGREEMENT

This Native Water Credit Purchase Agreement ("Agreement"), made and entered into this 19th day of APRIL, 2023 ("Effective Date"), by and between the Town of Firestone acting by and through its Water Activity Enterprise ("Firestone") and Tri Pointe Homes Holdings, Inc. whose address is 8055 E. Tufts Ave., Denver CO 80237 ("Buyer");

RECITALS

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

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

WHEREAS, Buyer is a land use applicant who has agreed to dedicate "water rights" and/or "shares" to Firestone pursuant to an Annexation Agreement dated July 20, 2022 ("Annexation Agreement"), and must actually dedicate those "water rights" and/or "shares" prior to recording a final subdivision plat or receiving a building permit; and

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

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

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

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

AGREEMENT

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

1. Recitals. The foregoing Recitals are incorporated herein as if fully set forth.

2. Native Water Credits. A “Native Water Credit” shall be equivalent to one acre-foot of water as needed for Buyer’s water dedication requirements pursuant to the code. The Native Water Credits are derived from water rights which are currently owned by Firestone. The Native Water Credits shall be used solely for Buyer’s water dedication requirements as described herein and shall not survive termination of this Agreement by either party.

3. Purchase Price. Provided that Buyer acquires the Property, Buyer agrees to pay the Purchase Price of \$16,750,000.00 for up to 238 Native Water Credits being purchased. Provided that Buyer acquires the Property, the Buyer agrees the Purchase Price payment is due and payable no more than 21 days after Final Plat approval, or by June 30, 2023, whichever occurs first. In the event that Buyer does not deliver the Purchase Price by June 30, 2023, this Agreement shall terminate and neither party shall have any further obligations hereunder.

4. Dedication. The Native Water Credits purchased by Buyer herein shall be deemed automatically dedicated to Firestone, at the execution of this Agreement, to fulfill the water dedication requirement necessary for Buyer to obtain a final plat for the Property. However, Buyer acknowledges that a Final Plat for the Property shall not be recorded unless and until the Purchase Price has been paid in full.

5. No Assignment. This Agreement shall not be assigned by Buyer without written approval from Firestone except that Buyer may, with prior written notice to Firestone, assign all or a portion of its rights and obligations hereunder to an entity that owns a portion of the Property or which controls, is controlled by or is under common control with Buyer or its parent. The Native Water Credits described herein are non-transferable and may only be assigned due to a sale or conveyance of all or a portion of the Property by Buyer to the party or parties that have acquired all or a portion of the Property. If unforeseen circumstances occur that result in Buyer needing less than all of the Native Water Credits acquired by this Agreement for the final plat of the Property, Buyer hereby agrees that the Native Water Credits shall automatically void upon recordation of a final plat for the Property. If any Native Water Credits are voided due to recordation of final plat of the Property, Firestone shall remit the equivalent of the Purchase Price for each Native Water Credit voided to Buyer.

6. No Third Party Beneficiary Status. Nothing in this Agreement shall be construed as assigning all or any portion of any agreement in which Firestone is a party nor any of the benefits derived therefrom.

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

8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court

finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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

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

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

TOWN OF FIRESTONE, acting

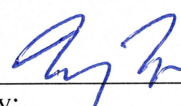
by and through its Water Activity
Enterprise

By: _____

Print: _____

Title: _____

**TRI POINTE HOMES HOLDINGS,
INC.**

By: _____


Print: _____
KEWL TAGA

Title: _____
DIVISION PRESIDENT

EXHIBIT 1
Property

Parcel 1:

The SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 6, Township 2 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, which lies east of the right of way of the Union Pacific Railroad, and;

Parcel 2:

The E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 6, Township 2 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, and;

Parcel 3:

The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, that part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 6, Township 2 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, which lies east of the right of way of the Union Pacific Railroad.

All known as Parcels 131106000006, 131106000007 and 131106000039 in the County of Weld, State of Colorado.

Consisting of 139 acres, more or less

SPECIFICALLY EXCLUDING ANY AND ALL COMMERCIAL OR MULTIFAMILY
PROPERTY PROVIDED FOR IN THE FINAL PLAT

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.b

Discussion/Action

Meeting Date: April 26, 2023

Initiated By: Paula Mehle

Dept: Economic Development

AGENDA TITLE

Resolution 23-43: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO ACKNOWLEDGING TSG DEL CAMINO, LLC'S PURCHASE OF HOKESTRA GRAVEL PIT STRUCTURAL FILL MATERIAL FROM THE TOWN OF FIRESTONE

RECOMMENDATION

Staff recommends approval of Resolution 23-___, authorizing the sale of structural fill material to TSG Del Camino, LLC.

SUMMARY

This agreement authorizes the sale of structural fill material, which the Town acquired from the Hokestra Gravel Pit generated by Weld County's mining process, to TSG Del Camino, LLC, in the amount of \$60,488.84.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

On January 25, 2023 the Board of Trustees approved Resolution 23-19 authorizing an agreement between the Town of Firestone and TSG Del Camino LLC for the purchase of Hokestra Gravel Pit Structural Fill Material. The agreement stipulated that Del Camino could purchase additional material acquired by the Town from Weld County's activities at the Hokestra Gravel Pit.

ATTACHMENTS

1. Resolution 23- TSG Del Camino Hokestra Gravel Pit Sale Acknowledgement

RESOLUTION NO. 23-__

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE COLORADO ACKNOWLEDGING TSG DEL CAMINO,
LLC'S PURCHASE OF HOKESTRA GRAVEL PIT STRUCTURAL FILL
MATERIAL FROM THE TOWN OF FIRESTONE**

WHEREAS, by Resolution No. 23-19 the Town of Firestone ("Town") and Del Camino LLC ("Del Camino") entered into an Agreement by which Del Camino would purchase structural fill material ("material") which the Town acquired from the Hokestra Gravel Pit generated by Weld County's mining process; and

WHEREAS, the Agreement also provided that Del Camino could purchase additional material acquired by the Town from Weld County's mining activities at the Hokestra Gravel Pit; and

WHEREAS, Del Camino has agreed to purchase additional material acquired by the Town for the amount of \$60,488.84.

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

The Board of Trustees acknowledges Del Camino LLC's purchase of Hokestra Gravel Pit structural fill material from the Town of Firestone in the amount of \$60,488.84.

PASSED AND ADOPTED this ____th day of April 2023.

TOWN OF FIRESTONE, COLORADO

By: _____
Drew Alan Peterson. Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Kristi K. Bashor, CMC, Town Clerk

By: _____
William P. Hayashi. Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.c

Discussion/Action

Meeting Date: April 26, 2023

Initiated By: Paula Mehle

Dept: Economic Development

AGENDA TITLE

RESOLUTION 23-51: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A FIRST AMENDMENT TO FIRESTONE CITY CENTRE RETAIL INFRASTRUCTURE FUNDING AGREEMENT AND A SECOND AMENDMENT TO AMENDED AND RESTATED PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENT.

RECOMMENDATION

Staff recommends approval of Resolution 23-51.

SUMMARY

The amendments to the Public Improvements Reimbursement Agreement and Retail Infrastructure Funding Agreement are proposed for the purpose of eliminating three parcels within the Firestone City Centre development area from the agreements. The three parcels affected are being developed as apartments and a park-n-ride, which are non-retail sales tax-generating uses, and therefore do not benefit from the terms of the agreement, which include the obligation to pay associated fees and receive an associated reduction in the Town's sales tax rate.

The Town of Firestone, as a property owner within the development, is a party to the agreements and must sign to acknowledge the exclusion of the three parcels from the agreements.

FINANCIAL CONSIDERATIONS

None

HISTORY AND PREVIOUS BOARD ACTION

- The Town of Firestone Board of Trustees approved an amended and restated Public Improvements Reimbursement Agreement (PIRA) by Resolution 06-26 on July 27, 2006, for the original Firestone City Centre properties and American Furniture Warehouse property.
- The first amendment to the PIRA was approved by the Board of Trustees on February 28, 2008, by Resolution 08-15 to expand the area to include the property currently owned by the Colorado Department of Transportation and THF Firestone Development LLC west of the E-I25 Frontage Road.
- The Town of Firestone Board of Trustees then approved the initial Retail Infrastructure Funding Agreement (RIFA) by Resolution 08-71 on September 28, 2008, for the Firestone City Centre properties only.

ATTACHMENTS

1. Resolution 23-51
2. Second Amendment to PIRA
3. First Amendment to RIFA

RESOLUTION 23-51

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A FIRST AMENDMENT TO FIRESTONE CITY CENTRE RETAIL INFRASTRUCTURE FUNDING AGREEMENT AND A SECOND AMENDMENT TO AMENDED AND RESTATED PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENT

WHEREAS, the Town of Firestone (“**Town**”) Board of Trustees (the “**Board**”) previously entered into that certain Firestone City Centre Retail Infrastructure Funding Agreement with an effective date of September 4, 2008, and recorded in the real property records of Weld County (the “**Records**”) on September 9, 2008 at Reception No. 3577147 (the “**RIFA**”);

WHEREAS, the Town also previously entered into that certain Amended and Restated Public Improvements Reimbursement Agreement with an effective date of July 31, 2006, and recorded in the Records on August 2, 2006 at Reception No. 3408228, as amended by that certain First Amendment to Amended and Restated Public Improvements Reimbursement Agreement with an effective date of September 4, 2008 and recorded in the Records on September 22, 2008 at Reception No. 3579322 (the “**First Amendment**” and together with the PIRA, the “**PIRA**”);

WHEREAS, the RIFA and the PIRA provide for different mechanisms for implementation of cooperative funding agreements with respect to the funding of certain public improvements to be designed, installed and constructed in connection with the Firestone City Centre project and adjacent retail projects;

WHEREAS, the Parties intend that the RIFA and the PIRA each constitute a stand alone agreement rather than amendments or modifications of one another in order to assure that the separate burdens and benefits of the RIFA and the PIRA are specifically targeted to achieve the separate purposes the Parties intend; and

WHEREAS, the Town, in conjunction with the other Parties to the RIFA and the PIRA now desire to amend the RIFA and the PIRA to exclude certain real properties.

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

Section 1. That the Board hereby makes and adopts the determinations and findings contained in the Recitals set forth above.

Section 2. That the Board hereby approves the First Amendment to Firestone City Centre Retail Infrastructure Funding Agreement, attached hereto as Exhibit A.

Section 3. That the Board hereby approves the Second Amendment to Amended and Restated Public Improvements Reimbursement Agreement, attached hereto as Exhibit B.

Section 4. That the Board hereby authorizes the Mayor to execute the First Amendment to Firestone City Centre Retail Infrastructure Funding Agreement and the Second Amendment to Amended and Restated Public Improvements Reimbursement Agreement on behalf of the Town in substantially the same form as attached as Exhibit A and Exhibit B.

INTRODUCED, READ and ADOPTED this ____ day of April, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Miriam Luna Gonzalez, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A

First Amendment to Firestone City Centre Retail Infrastructure Funding Agreement

EXHIBIT B

**Second Amendment to
Amended and Restated Public Improvements Reimbursement Agreement**

**SECOND AMENDMENT
TO AMENDED AND RESTATED
PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENT**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENT (the “**Second Amendment**”) is made and entered into as of this ____ day of _____, 2023, by and between the **TOWN OF FIRESTONE, COLORADO**, a municipal corporation of the State of Colorado (“**Town**”), THF FIRESTONE DEVELOPMENT, LLC, a Missouri limited liability company (“**TFD**”), AMERICAN FURNITURE WAREHOUSE CO., a Colorado corporation (“**AFW**”), HOME DEPOT U.S.A. INC., a Delaware corporation (“**Home Depot**”), DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO (“**CDOT**”), GT NNN FIRESTONE, LLC, a Colorado limited liability company (“**GT**”), MURPHY OIL USA, INC., a Delaware corporation (“**Murphy**”), and BLACKBURN COMMUNITIES LLC, a Mississippi limited liability company (“**BC**”), MHS WENDYS HIGHWAY K, LLC, a Missouri limited liability company (“**MHS Wendys**”), HARMAN MANAGEMENT CORPORATION, a Utah corporation (“**Harman**”), SUNDANCE LLC, a Colorado limited liability company (“**Sundance**”), STORAGE BY GEORGE LLC, a California limited liability company (“**Storage by George**”), STORAGE BY GEORGE PROPERTY II LLC, a California limited liability company (“**Storage by George Property**”), STORAGE BY GEORGE LAND III LLC, a California limited liability company (“**Storage by George Land**”), 602 PARK POINT LLC, a Colorado limited liability company (“**602 Park Point**”) (collectively referred to herein as the “**Parties**”).

RECITALS

A. The Parties, or predecessors-in-interest to the Parties, previously entered into that certain Amended and Restated Public Improvements Reimbursement Agreement with an effective date of July 31, 2006, and recorded in the real property records of Weld County (the “**Records**”) on August 2, 2006 at Reception No. 3408228 (the “**PIRA**”), which provides for a mechanism for implementation of a cooperative funding agreement with respect to the funding of certain public improvements to be designed, installed and constructed in connection with the Firestone City Centre project. Initially capitalized terms used but not defined herein shall have the meanings given them in the PIRA.

B. The PIRA was amended by that certain First Amendment to Amended and Restated Public Improvements Reimbursement Agreement with an effective date of September 4, 2008 and recorded in the Records on September 22, 2008 at Reception No. 3579322 (the “**First Amendment**”), in order to modify the property subject to the PIRA and to correct some minor errors.

C. Pursuant to Section 7.02(a) of the PIRA, the PIRA may be amended by mutual written consent of the Parties, and approved by resolution or ordinance of the Town Board.

D. The Parties now desire to enter into and record this Second Amendment to modify the Revised PIRA Property and remove (i) Tract H, Firestone City Centre Subdivision Filing No. 3, County of Weld, State of Colorado, recorded on October 1, 2010 at Reception No. 3722597; (ii)

Lot 4, The First Replat of the American Furniture Warehouse Subdivision, County of Weld, State of Colorado, recorded on August 2, 2006, at Reception No. 3408227; and (iii) the real property owned by CDOT.

NOW THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Legal Description of the Revised PIRA Property. Exhibit A attached hereto supersedes and replaces Exhibit A to the PIRA in its entirety and Exhibit A attached hereto is now the legal description of the Revised PIRA Property as set forth in Section 1.43 of the PIRA.

2. Effect of Amendment. Except as expressly modified herein, the PIRA as modified by the First Amendment, is unmodified and is hereby ratified and affirmed, and shall remain in full force and effect in accordance with its terms. If there is any inconsistency between the terms of the PIRA and the terms of this Second Amendment, the provisions of this Second Amendment shall govern and control the rights and obligations of the Parties.

3. Recording. This Second Amendment shall be recorded in the Records at the expense of the Town.

4. Counterparts. This Second Amendment may be executed in one or more counterparts, and all such counterparts taken together shall constitute one and the same instrument.

[Signature page follows.]

TFD:

THF FIRESTONE DEVELOPMENT, L.L.C.,
a Missouri limited liability company

By: THF Firestone Investors, LLC,
a Missouri limited liability company

By: _____

Name: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by _____ as _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

AFW:

AMERICAN FURNITURE WAREHOUSE CO.,
a Colorado corporation

By: _____

Name: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____ as _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

Home Depot:

HOME DEPOT U.S.A. INC.,
a Delaware corporation

By: _____

Name: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by _____ as _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

CDOT:

DEPARTMENT OF TRANSPORTATION, STATE OF
COLORADO

By: _____

Name: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by _____ as _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

GT:

GT NNN FIRESTONE, LLC,
a Colorado limited liability company

By: _____

Name: _____

Its: _____

STATE OF _____)
) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by _____ as _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

Murphy:

MURPHY OIL USA, INC.,
a Delaware corporation

By: _____

Name: _____

Its: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by _____ as _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

FD:

BLACKBURN COMMUNITIES LLC,
a Mississippi limited liability company

By: _____

Name: _____

Its: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by _____ as _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

MHS WENDYS:

MHS WENDYS HIGHWAY K,
a Missouri limited liability company

By: _____

Name: _____

Its: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by _____ as _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

HARMAN:

HARMAN MANAGEMENT CORPORATION,
a Utah corporation

By: _____

Name: _____

Its: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by _____ as _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

SUNDANCE:

SUNDANCE LLC,
a Colorado limited liability company

By: _____

Name: _____

Its: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by _____ as _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STORAGE BY GEORGE:

STORAGE BY GEORGE LLC,
a California limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by _____ as _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STORAGE BY GEORGE PROPERTY:

STORAGE BY GEORGE PROPERTY II LLC,
a California limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by _____ as _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STORAGE BY GEORGE LAND III LLC,
a California limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____ as _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

602 PARK POINT:

602 PARK POINT LLC,
a Colorado limited liability company

By: _____

Name: _____

Its: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by _____ as _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

Exhibit A
Legal Description of the Revised PIRA Property

The Revised PIRA Property consists of the following parcels:

Parcel A: The AFW Property

Lot 1, The First Replat of the American Furniture Warehouse Subdivision, County of Weld, State of Colorado, recorded on August 2, 2006 at Reception No. 3408227.

Parcel B: The TFD Property

Lot 1 Firestone City Centre Subdivision Filing No. 1, County of Weld, State of Colorado, recorded on December 7, 2007 at Reception No. 3522365;

Lot 1, 2, 3, 4, and Tracts A, B, E, F, G, I and J Firestone City Centre Subdivision Filing No. 3, County of Weld, State of Colorado, recorded on October 10, 2010 at Reception No. 3722597

Lot 1, 2, Tract A, Firestone City Centre Filing No. 3, Amendment 1, County of Weld, State of Colorado, recorded May 21, 2019 at Reception No. 4490915

Lot 1A and 1B, Firestone City Centre Filing No. 4 1st Replat, County of Weld, State of Colorado, recorded April 12, 2018 at Reception No. 4390533

Lot 2, Firestone City Centre Subdivision Filing No. 4, County of Weld, State of Colorado, recorded February 13, 2017 at Reception No. 4277731

PT 11-2-68 COMM NE COR NW4NW4 TH S89D50W 235.82 SOOD09E 565.09 S89D29W 449 TO POB TH S03D38W 79.19 N87D40W 60 N19D27E 80.87 N89D29E 38.04 TO POB

Excludes:

Tract H, Firestone City Centre Subdivision Filing No. 3, County of Weld, State of Colorado, recorded on October 10, 2010 at Reception No. 3722597

Lot 4, American Furniture Warehouse Subdivision 1st Replat, County of Weld, State of Colorado, recorded August 2, 2006 at Reception No. 3408227

PT 11-2-68 COMM NW4 TH N89D50W 1298.33 S22D30W 612.41 TO POB TH 257.2 ALG CRV TO R (R=756.18 CH=S29D44W) TH S39D44W TH S39D28W 638.32 N72DRRW 144.46 N11D13E 343.47 N19D27E 270 S87D40E 60 N03D38E 79.19 N89D29E 449 TO POB, recorded on March 30, 2022 at Reception No. 4814315

**FIRST AMENDMENT
TO FIRESTONE CITY CENTRE
RETAIL INFRASTRUCTURE FUNDING AGREEMENT**

THIS FIRST AMENDMENT TO FIRESTONE CITY CENTRE RETAIL INFRASTRUCTURE FUNDING AGREEMENT (the “**First Amendment**”) is made and entered into as of this ____ day of _____, 2023, by and between the **TOWN OF FIRESTONE, COLORADO**, a municipal corporation of the State of Colorado (“**Town**”), THF FIRESTONE DEVELOPMENT, LLC, a Missouri limited liability company (“**TFD**”), HOME DEPOT U.S.A. INC., a Delaware corporation (“**Home Depot**”), DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO (“**CDOT**”), GT NNN FIRESTONE, LLC, a Colorado limited liability company (“**GT**”), MURPHY OIL USA, INC., a Delaware corporation (“**Murphy**”), and BLACKBURN COMMUNITIES LLC, a Mississippi limited liability company (“**BC**”), MHS WENDYS HIGHWAY K, LLC, a Missouri limited liability company (“**MHS Wendys**”), HARMAN MANAGEMENT CORPORATION, a Utah corporation (“**Harman**”), SUNDANCE LLC, a Colorado limited liability company (“**Sundance**”), STORAGE BY GEORGE LLC, a California limited liability company (“**Storage by George**”), STORAGE BY GEORGE PROPERTY II LLC, a California limited liability company (“**Storage by George Property**”), STORAGE BY GEORGE LAND III LLC, a California limited liability company (“**Storage by George Land**”), 602 PARK POINT LLC, a Colorado limited liability company (“**602 Park Point**”) (collectively referred to herein as the “**Parties**”).

RECITALS

A. The Parties, or predecessors-in-interest to the Parties, previously entered into that certain Firestone City Centre Retail Infrastructure Funding Agreement with an effective date of September 4, 2008, and recorded in the real property records of Weld County (the “**Records**”) on September 9, 2008 at Reception No. 3577147 (the “**RIFA**”), which provides for a mechanism for implementation of a cooperative funding agreement with respect to the funding of certain public improvements to be designed, installed and constructed in connection with the Firestone City Centre project and adjacent retail projects. Initially capitalized terms used but not defined herein shall have the meanings given them in the RIFA.

B. Pursuant to Section 4.02(a) of the RIFA, the RIFA may be amended by mutual written consent of the Parties, and approved by resolution or ordinance of the Town Board.

C. The Parties now desire to enter into and record this First Amendment to modify the RIFA, and the Firestone City Centre property subject to the RIFA to remove (i) Tract H, Firestone City Centre Subdivision Filing No. 3, County of Weld, State of Colorado, recorded on recorded on October 1, 2010 at Reception No. 3722597; (ii) Lot 4, The First Replat of the American Furniture Warehouse Subdivision, County of Weld, State of Colorado, recorded on August 2, 2006, at Reception No. 3408227; and (iii) the real property owned by CDOT.

NOW THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Legal Description of the Firestone City Centre. Exhibit A attached hereto supersedes and replaces Appendix B to the RIFA in its entirety and Exhibit A attached hereto is now the legal description of the Firestone City Centre as set forth in the definitions of Appendix A of the RIFA.

2. Effect of Amendment. Except as expressly modified herein, the RIFA is unmodified and is hereby ratified and affirmed, and shall remain in full force and effect in accordance with its terms. If there is any inconsistency between the terms of the RIFA and the terms of this First Amendment, the provisions of this First Amendment shall govern and control the rights and obligations of the Parties.

3. Recording. This First Amendment shall be recorded in the Records at the expense of the Town.

4. Counterparts. This First Amendment may be executed in one or more counterparts, and all such counterparts taken together shall constitute one and the same instrument.

[Signature page follows.]

TFD:

THF FIRESTONE DEVELOPMENT, L.L.C.,
a Missouri limited liability company

By: THF Firestone Investors, LLC,
a Missouri limited liability company

By: _____

Name: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by _____ as _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

Home Depot:

HOME DEPOT U.S.A. INC.,
a Delaware corporation

By: _____
Name: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____ as _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

CDOT:

DEPARTMENT OF TRANSPORTATION, STATE OF
COLORADO

By: _____

Name: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by _____ as _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

GT:

GT NNN FIRESTONE LLC,
a Colorado limited liability company

By: _____

Name: _____

Its: _____

STATE OF _____)
) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by _____ as _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

Murphy:

MURPHY OIL USA, INC.,
a Delaware corporation

By: _____

Name: _____

Its: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by _____ as _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

FD:

BLACKBURN COMMUNITIES LLC,
a Mississippi limited liability company

By: _____

Name: _____

Its: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by _____ as _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

MHS WENDYS:

MHS WENDYS HIGHWAY K LLC,
a Missouri limited liability company

By: _____

Name: _____

Its: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by _____ as _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

HARMAN:

HARMAN MANAGEMENT CORPORATION,
a Utah corporation

By: _____

Name: _____

Its: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by _____ as _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

SUNDANCE:

SUNDANCE LLC,
a Colorado limited liability company

By: _____

Name: _____

Its: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by _____ as _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STORAGE BY GEORGE:

STORAGE BY GEORGE LLC,
a California limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by _____ as _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STORAGE BY GEORGE PROPERTY:

STORAGE BY GEORGE PROPERTY II LLC,
a California limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by _____ as _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STORAGE BY GEORGE LAND III LLC,
a California limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____ as _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

602 PARK POINT:

602 PARK POINT LLC,
a Colorado limited liability company

By: _____

Name: _____

Its: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by _____ as _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

Exhibit A

Legal Description of Firestone City Centre

Lot 1 Firestone City Centre Subdivision Filing No. 1, County of Weld, State of Colorado, recorded on December 7, 2007 at Reception No. 3522365;

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Lot 1A and 1B, Firestone City Centre Filing No. 4 1st Replat, County of Weld, State of Colorado, recorded April 12, 2018 at Reception No. 4390533

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PT 11-2-68 COMM NE COR NW4NW4 TH S89D50W 235.82 SOOD09E 565.09 S89D29W 449 TO POB TH S03D38W 79.19 N87D40W 60 N19D27E 80.87 N89D29E 38.04 TO POB

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AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.d

Discussion/Action

Meeting Date: April 26, 2023

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 23-47: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND ABS CONCRETE INC FOR THE 2023 CONCRETE REPLACEMENT PROGRAM

RECOMMENDATION

Staff recommends approval of Resolution 23-47, authorizing the execution of the Construction Contract with ABS Concrete, Inc. for concrete services and authorizing staff to expend funds.

SUMMARY

The construction contract with ABS Concrete, Inc, includes the following:

1. General concrete replacement and repair work throughout the Town as part of the 2023 Concrete Replacement Program for the Streets, Water, Stormwater, and Parks Divisions. Examples of projects covered by the Concrete Replacement Program are broken sections of sidewalks or trails, cross-pans in roads, stormwater inlets or outlets, and meter pit relocation.
2. Installation of the remaining concrete at the Public Works building as part of the remodel and expansion project. The Public Works Facility driveway was initially constructed of recycled asphalt as a temporary surface until additional funds were available to install a permanent concrete surface.

Both projects will be completed in 2023.

FINANCIAL CONSIDERATIONS

The contract includes an amount not to exceed \$250,000.00. \$100,000.00 for the 2023 Concrete Replacement Program and \$150,000.00 for concrete installation at the Public Works building. Sufficient funds were budgeted in 2023 for Public Works Streets, Water, Stormwater, and Parks Divisions operating accounts and in the Capital Projects Fund.

HISTORY AND PREVIOUS BOARD ACTION

During the 2023 budget work sessions with the Board of Trustees, staff presented these projects as part of the Public Works operating budget and CIP. Earlier this month, staff prepared and advertised an invitation to bid for these projects. Four bids were submitted, staff evaluated the bids and selected ABS Concrete, Inc.

ATTACHMENTS

1. Res 23-47 ABS Concrete Inc 2023 Concrete Replacement Program
2. Construction Contract-ABS Concrete Inc

RESOLUTION NO. 23-47

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING A CONSTRUCTION
CONTRACT BETWEEN THE TOWN OF FIRESTONE AND ABS
CONCRETE INC FOR THE 2023 CONCRETE REPLACEMENT
PROGRAM**

WHEREAS, the Town of Firestone (“Town”) requested bids for its 2023 Concrete Replacement Program and out of the four bids received, staff selected ABS Concrete Inc. as the lowest responsible and responsive bidder, and

WHEREAS staff thus recommends that ABS Concrete Inc. be selected as the Contractor for the Town’s 2023 Concrete Replacement Program Construction Contract.

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

The 2023 Concrete Replacement Program Construction Contract between the Town of Firestone and ABS Concrete 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 Construction Contract on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 26th day of April, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi K. Bashor, MMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract" or "Agreement") is made and entered into this 14 day of April 2023 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town" or the "Owner"), and ABS Concrete Inc, an independent contractor with a principal place of business at 1935 Blue Mtn Rd, Longmont Colorado 80504 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, the Town has found the Contractor to have the expertise and experience to perform the required services.

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

I. SCOPE OF WORK

A. The Contractor shall complete all Work and perform all Services described or reasonably implied from the Scope of Work set forth in Exhibit A and the Contract Documents, attached hereto and incorporated herein by this reference and known as: **2023 Concrete Replacement Program S2023-9235**

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

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

II. Option to Renew

A. The successful bidder will be awarded a one(1) year contract. This contract may be extended at the Town's option for two additional one (1) year periods, providing the terms and conditions remain in full force and effect. Requests for line item price changes. Changes shall be received in writing at least thirty (30) days prior to their effective date in the option year of the agreement; the contract may be canceled. No contract shall be automatically renewed at the end of any contract term.

III. CONTRACT TIMES; COMMENCEMENT AND COMPLETION OF WORK

A. The Work shall be substantially completed by October 31. It shall continue until the Contractor completes the Scope of Services to the Town's satisfaction, or until terminated as provided herein.

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

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

IV. COMPENSATION

In consideration for the completion of the Work by Contractor, the Town shall pay Contractor, subject to all of the terms and conditions of the Contract Documents, an amount not to exceed **\$250,000** (the "Contract Price"). The Contract Price shall include all fees, costs, and expenses incurred by the Contractor, and no additional amounts shall be paid by the Town for such fees, costs, and expenses.

V. PAYMENT PROCEDURES

A. The Contractor may submit Applications for Payment for completed Work per the UNIT-PRICE BID FORM or the LUMP-SUM BID FORM. The Contractor may submit periodic invoices, which the Town shall pay within 30 days of receipt.

B. The Town may retain up to five percent (5%) of the calculated value of completed work from each application of payment up until the contract is completed satisfactorily and finally accepted by the Town.

C. Upon issuing a final acceptance of the Work for the Project, the Town shall pay to Contractor the remainder of the funds or monies previously withheld as retainage

VI. RESPONSIBILITY

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

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

C. The Work performed by the Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the Keep Jobs in Colorado Act, C.R.S. 8-17-

101, et seq. (the "Act") and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules").

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

E. The Contractor hereby warrants to the Town that all materials and equipment used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. The Contractor further warrants that all equipment and materials shall be of good quality, conform to the requirements of the Contract Documents and will be free from defects. All Work, materials, or equipment not conforming to the Contract Documents shall be considered defective.

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

VII. OWNERSHIP

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

VIII. INDEPENDENT CONTRACTOR

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

IX. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Construction Contract. At a minimum, Contractor shall procure and maintain, and shall cause

any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

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

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

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

X. INDEMNIFICATION

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

XI. WORKER WITHOUT AUTHORIZATION

A. Certification. By entering into this Construction Contract, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who will perform Work under this Construction

Contract and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform Work under this Construction Contract.

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

C. Verification.

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

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

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

D. Duty to Comply with Investigations. The 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 the Contractor is complying with the terms of this Section

XII. CONTRACT DOCUMENTS

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

- A. Exhibit to this Construction Contract:
 - 1. Exhibit A: Scope of Service.
- B. Notice of Award.
- C. Work Orders issued per project identified by the Project Manager.
- D. The following which may be delivered or issued after the Effective Date of the Construction Contract and are attached hereto: All written amendments and other documents amending, modifying, or supplementing of the Contract Documents.

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

XIII. CHANGE ORDERS

- A. A Change Order is a written instrument issued after execution of the Agreement signed by Town and Contractor, stating their Agreement, as applicable, upon all of the following:
 - a. The scope of the change in the Work;
 - b. The amount of the adjustment to the Contract Price; and
 - c. The extent of the adjustment to the Contract Times(s).
- B. All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Town and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustment such changes.

XIV. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi K Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

CONTRACTOR

By: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

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

My commission expires:

(S E A L)

Notary Public

EXHIBIT A SCOPE OF WORK

Contractor's Duties

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

2023 Concrete Replacement Program

- Contractor shall Replace concrete to town standards.
- Contractor shall provide and maintain all traffic control devices and measures for the project if applicable.
- Contractor shall provide all no parking notifications as well as door knockers placed in neighbors in advance of work starting if applicable.
- Contractor shall demo concrete when applicable.
- Contractor shall supply all materials such as rebar, reinforcing wire, expansion joint, and dowels.
- Compact native subgrades and fine grade with base material as needed.
- Re-pour concrete within seven (7) days of demolition of existing.
- Construction fencing and site security at work areas.
- Clean-up and backfilling of concrete.
- Saw cutting and/or trowling joints/pattern to match adjacent concrete panels.
- Contractor shall be responsible for all geotechnical services per Towns Standards and Specifications.

Contractor shall provide all materials necessary to complete the job. All Towns standards and specifications to be followed to include the procedures outlined in the Towns Street, Curb, and gutter maintenance/Replacement SOP to ensure stormwater compliance including installation and maintenance of stormwater control measures.

-
- <https://www.firestoneco.gov/DocumentCenter/View/6332/Section-400---Concrete-Work?bidId=>
 - <https://www.firestoneco.gov/DocumentCenter/View/6326/Curb-Gutter-Sidewalk-Details?bidId=>

Public Works Concrete

- Contractor shall supply all materials such as rebar, reinforcing wire, expansion joint, and dowels.
- Compact native subgrades and fine grade with base material as needed.
- Clean-up and backfilling of concrete.
- Saw cutting and/or trowling joints/pattern to match adjacent concrete panels.

The contractor shall provide all materials necessary to complete the job. All Towns standards and specifications to be followed to include the procedures outlined in the Towns Street, Curb, and gutter maintenance/Replacement SOP to ensure stormwater compliance including installation and maintenance of stormwater control measures.

- <https://www.firestoneco.gov/DocumentCenter/View/6332/Section-400---Concrete-Work?bidId=>
- <https://www.firestoneco.gov/DocumentCenter/View/6326/Curb-Gutter-Sidewalk-Details?bidId=>

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.e

Discussion/Action

Meeting Date: April 26, 2023

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 23-48: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING CHANGE ORDER NO.1 OF THE 2023 PAVING PROJECT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ASPHALT SPECIALTIES COMPANY INC.

RECOMMENDATION

Staff recommends approval of Resolution 23-48, authorizing the execution of Change Order No. 1 for the Construction Contract with Asphalt Specialties Company, Inc. for pavement services and authorizing staff to expend funds.

SUMMARY

Approval of Change Order No.1 will increase the original contract price by \$10,900.00 for removing and replacing the bottom mat of asphalt on the two areas discovered on Summerset Ave and Eastview St.

After completing the edge milling section of Summerset Ave. and Eastview St., Asphalt Specialties Superintendent and the Town's Project Manager determined that the remaining bottom mat was unsuitable for paving the 2" of new asphalt and must be removed and replaced.

Change Order No.1 is for the additional cost of removing and replacing the bottom mat of asphalt on the two areas discovered on Summerset Ave and Eastview St.

FINANCIAL CONSIDERATIONS

Change Order No. 1 increases the contract amount by \$10,900.00 bringing the amount not to exceed to \$770,900.00. Sufficient funds were budgeted in 2023 in the Capital Projects Fund to cover the increase.

HISTORY AND PREVIOUS BOARD ACTION

On March 22, 2023, the Board of Trustees approved Resolution 23-35 for a Construction Contract with Asphalt Specialties Company, Inc. for pavement services.

ATTACHMENTS

1. Res 23-48 Asphalt Specialties Change Order No1
2. Change Order No. 1 to Construction Contract with Asphalts Specialties Company

RESOLUTION NO. 23-48

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING CHANGE ORDER NO.1 OF THE
2023 PAVING PROJECT AGREEMENT BETWEEN THE TOWN OF
FIRESTONE AND ASPHALT SPECIALTIES COMPANY INC.**

WHEREAS, the Town of Firestone (“Town”) contracted with Asphalt Specialties Company Inc. (“Asphalt Specialties”) for the Town’s 2023 Paving Project; and

WHEREAS, after Asphalt Specialties completed the edge milling section of Summerset Ave. and Eastview St. it determined with Town staff’s agreement that the bottom mat of the remaining asphalt is not suitable for paving but must be completely removed and replaced.

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

Change Order No. 1 of the 2023 Paving Project Contract between the Town of Firestone and Asphalt Specialties Company 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 Change Order No. 1 on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 26th day of April, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi K. Bashor, MMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

SECTION 00941 **CHANGE ORDER**

No. 1

Date of Issuance: _____

Effective Date: April 17, 2023

Project: 2023 Paving Project S2023-9234	Owner: Town of Firestone	Owner's Contract No.: S2023-9234
Contract: 2023 Paving Project S2023-9234	Date of Contract: March 22, 2023	
Contractor: ASPHALT SPECIALTIES COMPANY, INC	Engineer's Project No.: N/A	

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

Description:

193 SY 6" Removal and replacement of existing asphalt - 66 tons of HMA(Gr S)(75)(Pg64-22)with RAP on a section of Summerset Ave and Eastview St.

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>760,000.00</u>	Original Contract Times: Working days ☐ Calendar days Substantial completion (days or date): <u>60 days</u> Ready for final payment (days or date): <u>Upon completion</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial completion (days): <u>0</u> Ready for final payment (days): <u>0</u>
Contract Price prior to this Change Order: \$ <u>760,000.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>60 days</u> Ready for final payment (days or date): <u>Upon completion</u>
[Increase] of this Change Order: \$ <u>10,900.00</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>+0 days</u> Ready for final payment (days or date): <u>+0 days</u>
Contract Price incorporating this Change Order: \$ <u>770,900.00</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>60 days</u> Ready for final payment (days or date): <u>Upon completion</u>

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____
Public Works (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Date: _____

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.f

Discussion/Action

Meeting Date: April 26, 2023

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 23-49: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND RESOURCE CENTRAL FOR A GARDEN IN THE BOX PROGRAM

RECOMMENDATION

Staff recommends approval of Resolution 23-49, authorizing the execution of the Garden in a Box Program Agreement with Resource Central and authorizing staff to expend funds.

SUMMARY

The Agreement with Resource Central for the Garden in a Box Program will offer Firestone residents pre-assembled kits with a variety of low-water plants and helpful tips about water-wise gardening at a discounted price.

The program will allow 25 residents to purchase a garden in a box from six pre-designed gardens with various low-water plants ranging from \$99 to \$320 per box. The Town's contribution to this program is \$1,875.00, which covers 25-\$25.00 discounts, garden design costs, and program administration.

If all 25 boxes are purchased, additional boxes may be available, and the Town can purchase additional discounts for \$25.00 each while supplies last.

FINANCIAL CONSIDERATIONS

Sufficient funds were budgeted in 2023 for the Public Works Department Water Resources Division water conservation program account.

HISTORY AND PREVIOUS BOARD ACTION

During the 2023 budget work sessions with the Board of Trustees, staff presented as part of the Public Works Department Water Resources Division budget.

ATTACHMENTS

1. Res 23-49 Resource Central Garden In A Box
2. Resource Central Agreement for 2023 Garden In A Box Program-RC signed

RESOLUTION NO. 23-49

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN
THE TOWN OF FIRESTONE AND RESOURCE CENTRAL FOR A
GARDEN IN THE BOX PROGRAM**

WHEREAS, Resource Central provides a Garden In A Box Program (“Program”) for numerous municipalities which provides citizens a variety of low water landscape plants at an affordable price; and

WHEREAS, such Program is of benefit to the Town of Firestone as it both enhances water conservation and the quality of landscape throughout the Town.

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

The Garden In A Box Program Agreement between Resource Central and the Town of Firestone 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 26th day of April, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi K Bashor, MMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

GARDEN IN A BOX PROGRAM AGREEMENT

THIS Garden In A Box Program Agreement (“Agreement”) is made on [REDACTED] (“Effective Date”), by and between Resource Central and the Town of Firestone a Colorado statutory municipality (“Utility Partner”) (each individually a “Party,” or collectively as “Parties”).

Recitals

1. WHEREAS many people are interested in the concept of a low-water landscape;
2. WHEREAS those interested in the concept of a low-water landscape are often overwhelmed by the plant selection and design of such a landscape;
3. WHEREAS those interested in the concept of a low-water landscape have limited time and money to invest in the process of planning and designing such a landscape; and
4. WHEREAS to provide its residents with an easy and affordable way to learn about and install low-water landscapes, Utility Partner wishes to engage Resource Central to organize and conduct the Garden In A Box Program (“Program”) for the term specified in Section III in partnership with Utility Partner.

NOW THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the Parties agree as follows:

I. Program Obligations

A. Resource Central Obligations

1. Resource Central shall provide the services described in the Garden In A Box Program Scope and Conditions of Work, attached hereto as Attachment A (“Services”).

B. Utility Partner Obligations

1. **Marketing and Publicity.** Utility Partner shall be responsible for publicizing the availability of the Program to its Customers in **at least** one round of marketing. Efforts to publicize the Program to its Customers may include, but are not limited to, advertising media such as Utility Partner’s bill inserts, website, social media, newsletter, and direct mailing. **If only one round will take place, the marketing must be in the form of a water bill insert.**

Resource Central will develop a marketing toolkit containing marketing and publicity media and individual advertisement components for Utility Partner to use. Resource Central will supply a recommended marketing calendar and template, which will list the recommended dates and media type(s) for the Utility Partner to disseminate marketing materials using the marketing toolkit. Advertising content may be created by either Resource Central or Utility Partner; however, Utility Partner must use the toolkit components (i.e., verbiage, logos, photographs)

for Program advertisements and all efforts must be approved by Resource Central prior to publishing. **All marketing toolkit contents are property of Resource Central and are to be used exclusively to advertise and promote its programming.**

If Resource Central determines a sufficient number of requests exist, despite all rounds of intended advertising having not been completed, Resource Central may waive the requirement that Utility Partner conduct an additional advertising round. Resource Central shall provide Utility Partner with notice of any such waiver.

For the purposes of communication regarding program marketing and outreach, Resource Central requests the contact information of a designated marketing point of contact. The person(s) named below is designated Utility Partner's representative(s) for marketing efforts.

For Utility Partner:

Julie Pasillas
Director of Public Works
Town of Firestone
9950 Park Ave, Firestone, CO 80504
303-531-6258
jpasillas@firestoneco.gov

2. Complete and Submit Signed Agreement and Attachments. Utility Partner shall submit to Resource Central a signed copy of the Agreement and the Attachments no later than Friday, April 28, 2023.

II. Price, Payment Amount, and Billing Procedure

- A. Payment of Program Price. Utility Partner shall pay Resource Central the Base Program Price, pursuant to the Garden In A Box Program Payment Schedule and Terms, attached hereto as Attachment B.

III. Term

- A. Term of Agreement. The Term of this Agreement commences on the Effective Date and terminates on December 31, 2023, or on the date the Agreement is earlier terminated, as provided herein.

IV. General Provisions

- A. Record-Keeping Requirements. Both Resource Central and Utility Partner shall maintain all records, documents, communications, and other material that pertain to this Agreement ("Records") for a period of three (3) years from the date of final payment under this Agreement, unless Resource Central or Utility Partner requests that the records be retained for a longer period. Resource Central and Utility Partner each shall provide access to such Records to the other during normal business hours for review and copying.
- B. No Delegation. Except as otherwise provided, the Parties' duties and obligations shall not be assigned, delegated, or subcontracted except with the express prior written

consent of the Utility Partner. All subcontractors shall be subject to the requirements of this Agreement.

- C. Indemnification. To the extent permitted by law, Utility Partner, on behalf of itself and its successors and assigns, agrees to indemnify, defend, and hold harmless Resource Central, its officers, directors, and employees, contractors, and volunteers from and against losses, liabilities, expenses, and costs, including, without limitation, reasonable attorney's fees and costs, arising out of (i) the negligent performance under this Agreement by Utility Partner or any person employed by or acting on behalf of Utility Partner; or (ii) any injury to persons or property to the proportional extent caused by the negligent or intentional acts or omissions of Utility Partner, or any person employed by or acting on behalf of Utility Partner, during the performance of Services under this Agreement. Nothing herein shall be deemed a waiver of the rights, protections, immunities, and limitations granted Utility Partner in accordance with the Colorado Governmental Immunity Act C.R.S. 24-10-101 et seq. as same may be amended from time to time.

To the extent allowed by law, Resource Central, on behalf of itself and its successors and assigns, agrees to hold harmless and indemnify Utility Partner, its officers, directors, and employees, and contractors from and against losses, liabilities, expenses, and costs, including, without limitation, reasonable attorney's fees and costs, arising out of (i) the negligent performance of Services under this Agreement by Resource Central or any person employed by or acting on behalf of Resource Central; or (ii) any injury to persons or property to the proportional extent caused by the negligent or intentional acts or omissions of Resource Central, or any person employed by or acting on behalf of Resource Central, during the performance of Services under this Agreement.

- D. No Third-Party Rights. Except as otherwise provided, this Agreement shall inure to the benefit of, and be binding only upon, the Parties. No third-party beneficiary rights or benefits of any kind are expressly or impliedly provided herein.
- E. Designated Representatives. For the purpose of this Agreement, the persons named below are designated the representatives of the Parties. Unless otherwise provided in this Agreement, all notice required to be given by the Parties shall be given either by hand delivery or email, with confirmed receipt, or by registered or certified mail to the representative named below. The Parties may designate in writing a new or substitute representative:

For Resource Central:

Neal Lurie
President
Resource Central
6400 Arapahoe Road, Suite B
Boulder, CO 80303
303-999-3820 x202
nlurie@resourcecentral.org

For Utility Partner:

Julie Pasillas
Director of Public Works
Town of Firestone
9950 Park Ave
Firestone, CO 80504
303-531-6258
jpasillas@firestoneco.gov

-
- F. Default and Remedies. If either Party fails to comply with this Agreement, the other Party shall provide written notice specifying the breach, and the breaching Party shall be

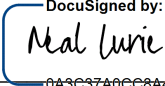
allowed thirty (30) days to cure, or such longer period as agreed to by the Parties in writing if the cure will require additional time. If the breaching Party fails to cure the breach, timely under this Agreement, to the reasonable satisfaction of the non-breaching party, the non-breaching Party shall have all remedies available in law or in equity. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term or the same term upon subsequent breach.

- G. Modifications. This Agreement is intended as the complete integration of understanding between the Parties. Both Parties may make modifications to this Agreement as needed, provided that no modification may be made to the number of Garden In A Box kits requested by Utility Partner, as specified in the Payment Schedule and Terms, and guaranteed to be provided by Resource Central. Such modification shall not be effective until it is accepted in writing by a legally authorized representative of each Party.
- H. Severability. The terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.
- I. Exhibits. All exhibits and attachments to this Agreement shall be deemed incorporated herein by reference.
- J. Independent Contractor. Resource Central shall perform the Services under this Agreement as an independent contractor. The Parties do not intend, nor shall it be construed that Resource Central or any Resource Central subcontractor, employee, or volunteer is an employee of Utility Partner for any purposes whatsoever.
- K. Employee Financial Interest. The Parties aver that to their knowledge, no employee of Utility Partner has any personal or beneficial interest whatsoever in the service or property described herein.
- L. Legal Authority – Signatory. Each Party represents and warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement, or any part thereof, and to bind itself to its terms. If requested by the other Party, each Party shall provide the other with proof of its authority to enter into this Agreement within twenty (20) days of receiving such request.
- M. Choice of Law. Colorado law shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference that conflicts with Colorado law shall be null and void. Any provision incorporated herein by reference that purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Venue for a legal action relating to the interpretation, execution, or enforcement of this Agreement shall be in the District Court, Weld County, Colorado.
- N. Force Majeure. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement due to circumstances beyond its control (generally, a “Force Majeure Event”) including, but not limited to, national emergencies, unusually severe weather (including fire and flood), catastrophe, acts of

God, insurrection, war, riot, epidemic, pandemic, quarantine restrictions, labor disturbances, or embargoes. The occurrence of any Force Majeure Event shall excuse either Party from performing or timely performing its obligations under this Agreement.

- O. Intellectual Property Rights. All work product(s) created under this Agreement, by Resource Central, including software, drawings, videos, manuals, survey data and related reports, charts, photographs, designs, papers, documents and copies, abstracts and summaries thereof, whether printed material, original works of authorship, electronic documents and intellectual property produced, invented, reduced to practice, or created as a result of the work performed under this Agreement (“Creations”) shall be the sole property of Resource Central and may not be used, sold, licensed or disposed of in any manner without prior written approval of Resource Central. To the maximum extent permitted by applicable law, all Creations shall be deemed works made for hire under the United States copyright laws, and all right, title, and interest in and to such work product shall vest automatically in Resource Central.
- P. Termination. Either Party may terminate this Agreement for any reason by providing thirty (30) days written notice to the other Party (the “Termination Notice”). Utility Partner must compensate Resource Central for any work completed prior to and including the date of termination, as specified in the Termination Notice.

IN WITNESS WHEREOF, each Utility Partner has executed this Agreement or caused it to be executed on its behalf by its duly authorized representatives.

Resource Central		Utility Partner	
By: 	By: _____		
Name: <u>Neal Lurie</u>	Name: Drew Alan Peterson		
Title: <u>President</u>	Title: Mayor		
Date: <u>4/17/2023</u>	Date: _____		

ATTACHMENT A
GARDEN IN A BOX PROGRAM
SCOPE OF WORK

GARDEN IN A BOX PROGRAM
SCOPE OF WORK

I. Scope of Work

A. Design and Ordering of Gardens

1. Garden Design. Resource Central shall work with landscape designers to create at least six (6) xeric/low-water garden designs, which shall be made available to Utility Partner residents. Once those designs have been completed, Resource Central shall work with local nurseries to secure plants. If necessary, Resource Central shall select appropriate substitute plants.

The gardens shall be assembled into kits, which shall include a design layout (including Resource Central's plant-by-number design), a variety of low-water plants, and helpful tips about waterwise gardening, including planting and maintenance instructions for all of the plants ("Garden In A Box").

2. Ordering. Utility Partner shall order, and Resource Central shall provide, a minimum of twenty-five (25) Garden In A Box discounts for the garden sale season. Twenty-five (25) Garden In A Box kits will be reserved for the March-June 2023 season. Any unused discounts during the spring sale will be carried forward into the July-September 2023 season. Subject to availability, Resource Central shall order additional garden discounts as specified by Utility Partner.

Resource Central shall have the number of Garden In A Box kits ordered by Utility Partner available for Utility Partner residents to order at the rate specified in section I.A.1 of the Payment Schedule and Terms.

B. Marketing, Advertising, Customer Service, and Sales

1. Marketing and Publicity. Utility Partner shall be responsible for marketing and publicizing the availability of the Program to its Customers in **at least** one round of marketing. Utility Partner may use any combination of the following media: bill inserts, website, social media, newsletter, and direct mailing. **If only one round will take place, the marketing must be in the form of a water bill insert.**

A marketing toolkit, developed by Resource Central, will contain promotional templates and individual advertisement components for the Utility Partner to use. Resource Central will supply a recommended marketing calendar and template, which will list the recommended dates and media type(s) for the Utility Partner to disseminate marketing materials using the marketing toolkit. Advertising content may be created by either Resource Central or Utility Partner; however, Utility Partner must use the aforementioned marketing toolkit components (i.e., verbiage, logos, photographs) for Program advertisements and all efforts must be approved by Resource Central prior to publishing. **All marketing toolkit contents are property of Resource Central and are to be used exclusively to advertise and promote its programming.**

If Resource Central determines a sufficient number of requests exist, despite all rounds of intended advertising having not been completed, Resource Central may waive the requirement that Utility Partner conduct an additional advertising round. Resource Central shall provide Utility Partner with notice of any such waiver in writing.

2. Garden Availability. Since Garden In A Box kits are also available to the public and demand can exceed inventory, Resource Central will hold back some inventory to allow for Utility Partner to market the program to its residents during the first two (2) weeks of the sale. Once all Garden In A Box inventory is released on the website, they are sold first come, first served.
3. Advertising of Program. Resource Central may design and pay for the placement of advertisements in a local newspaper or online (social media), and write and disseminate press releases and public service announcements publicizing the Program.
4. Customer Service. Resource Central shall handle all incoming phone calls and emails regarding the Program and respond to all questions.
5. Sales. Resource Central shall create and manage an online retail platform. Resource Central shall also process orders and take payment via check and credit card.

C. Distribution of Garden In A Box Kits

1. Garden In A Box Assembly. Resource Central shall organize and handle delivery of all plants, which shall be pre-packaged according to the designs developed by Resource Central.
2. Training of Utility Partner Staff. Resource Central shall train Utility Partner staff, if Utility Partner elects to provide staff to aid in the distribution.
3. Distribution. Resource Central shall conduct at least one (1) distribution within twenty (20) miles of the Utility Partner service area at a mutually agreed upon location(s). Before the distribution(s), Resource Central staff and volunteers shall prepare and organize all plants required for the distribution(s). Resource Central shall organize volunteers to help distribute Gardens In A Box at each requested distribution location. Resource Central shall provide at least one of its staff members and one volunteer to conduct the distribution(s). Resource Central staff and/or volunteer(s) shall confirm that participants have pre-ordered and pre-paid for their Garden In A Box. Resource Central staff and/or volunteer(s) shall then assist participants in retrieving their requested Garden In A Box kit(s). At that time, Resource Central staff and/or volunteer(s) shall give the participant the plant and care guides for their requested Garden In A Box kit(s).
4. Undistributed Garden Kits. If, after a distribution is completed, there remain undelivered Garden In A Box kits, Resource Central shall make the undelivered Garden In A Box kits available for pickup by the participant at 6400 Arapahoe, Boulder, CO, 80303. Resource Central shall make all reasonable efforts to sell any remaining plants individually. Regardless of Resource Central's ability to sell undistributed Garden In A Box kits or individual plants, Utility Partner is still obligated to pay the Base Program Price and any additional charges associated with Utility Partner's requested number of Garden In A Box kits, as specified in the Payment Schedule and Terms, attached hereto as Attachment B.
5. Time of Distributions. All distributions shall be conducted during the period from May 1, 2023, to September 30, 2023, with the primary months being May, June, August, and September.

D. Program Updates

1. Demand Updates. During peak garden sales season, Resource Central shall provide to Utility Partner updates about the Program at least every other week.

2. Updates Upon Request. Updates shall also be provided to Utility Partner within five (5) business days of any written request.
3. Contents of Updates. Both regularly scheduled and requested updates shall include a summary of Resource Central's progress in meeting its obligations under the Agreement. This includes the number of discounts used at the time of the update, and the percentage of the discounts requested by Utility Partner that this represents.

E. Post-Distribution Activities

1. Participant Satisfaction Surveys. After the Program Term has ended, Resource Central shall conduct a satisfaction survey of all participants purchasing Garden In A Box kits.
2. Annual Report. Resource Central shall also compile information about the Program. The survey results and the Program information shall be included in a final report detailing the Program results. Resource Central shall provide Utility Partner with this report by December 31, 2023.

ATTACHMENT B
GARDEN IN A BOX PROGRAM
PAYMENT SCHEDULE AND TERMS

GARDEN IN A BOX PROGRAM
PAYMENT SCHEDULE AND TERMS

I. Payment Terms

A. Base Program Price

1. Price Charged to Utility Partner's Residents. Six (6) garden designs shall be made available for Utility Partner's residents to choose from. The six (6) options shall cost circa \$99-\$320 for water customers of Utility Partner as long as discounts remain available. Resource Central shall make all good faith efforts to keep the price charged to Utility Partner's residents below retail cost.
2. Price Charged to Utility Partner. To make the Garden In A Box Program available to Utility Partner in 2023, Utility Partner shall pay a base program price of \$1,875.00 ("Base Program Price").
3. Services Included in Base Program Price. The Base Program Price covers a portion of Resource Central's costs associated with managing and organizing the program as outlined in the Garden In A Box Scope of Work. In addition, the Base Program Price includes twenty-five (25) discounts of \$25 for each Garden In A Box kit that participants purchase during the sales season. Participants must be receiving their water service through Utility Partner to be eligible for discounts. The Base Program Price also includes one (1) distribution within twenty (20) miles of the Utility Partner service area at a mutually agreed-upon location.

B. A la Carte Prices

1. Additional Gardens and Distributions. Subject to availability in the spring season, Utility Partner may order more garden discounts than the twenty-five (25) discounts included in the Base Program Price and will only pay \$25 for each additional discount (no additional Base Program Price). **Any unused discounts in the fall cannot be carried over, refunded, or transferred into the next calendar year.**

C. Liability for Cost of Unsold Gardens and Unclaimed Discounts

1. Costs Associated with Garden Order. Utility Partner shall not be liable for the costs associated with unsold Garden In A Box kits that are part of the order of twenty-five (25) discounts.
2. No Refund. Resource Central shall not provide a refund to Utility Partner for any unsold gardens or unclaimed discounts.

II. Payment Schedule and Invoicing

- A. Invoicing. Resource Central shall bill Utility Partner for all work completed pursuant to the Agreement. Payment shall be due within thirty (30) days of the date the invoice is issued by Resource Central. Said invoice shall be issued upon Utility Partner's submission to Resource Central of a signed version of the Agreement. Such payment must be made by check or electronic payment (EFT) payable to Resource Central.
- B. Payment Deadlines. For purposes of these payment deadlines, a payment shall be deemed to have been made upon the date of its actual receipt by Resource Central.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.g

Discussion/Action

Meeting Date: April 26, 2023

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 23-50: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND RESOURCE CENTRAL FOR A SLOW THE FLOW IRRIGATION AUDIT PROGRAM AGREEMENT

RECOMMENDATION

Staff recommends approval of Resolution 23-50, authorizing the execution of the Slow the Flow Irrigation Audit Program Agreement with Resource Central and authorizing staff to expend funds.

SUMMARY

The Agreement with Resource Central for the Slow, the Flow Irrigation Audit Program will allow Firestone residents to request an irrigation system audit to evaluate the efficiency of their system and receive an Audit Report with best management practices.

The program will allow 35 residents to participate in an irrigation system audit at no cost to the residents. The Town's contribution to this program is \$4,900.00, which covers 35 audits at the cost of \$105.00 per audit, and a \$1,225.00 non-refundable deposit that covers staffing and program administration.

If all 35 audits are conducted, additional audits may be purchased by the Town if the dates, times, and staffing are available with Resource Central.

FINANCIAL CONSIDERATIONS

Sufficient funds were budgeted in 2023 for the Public Works Department Water Resources Division water conservation program account.

HISTORY AND PREVIOUS BOARD ACTION

During the 2023 budget work sessions with the Board of Trustees, staff presented as part of the Public Works Department Water Resources Division budget.

ATTACHMENTS

1. Res 23-50 Resource Central Slow the Flow
2. Resource Central Agreement for 2023 Slow the Flow-RC signed

RESOLUTION NO. 23-50

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN
THE TOWN OF FIRESTONE AND RESOURCE CENTRAL FOR A SLOW
THE FLOW IRRIGATION AUDIT PROGRAM AGREEMENT**

WHEREAS, over half of all residential water usage is provided for landscaping purposes which results in a short-term peak seasonal use that not only places a burden upon water providers but is of great concern given the increasing depletion of water resources; and

WHEREAS, given the inefficiency of many irrigation systems, there is a significant opportunity to both conserve water and enhance its associated landscape; and

WHEREAS, Resource Central addresses these concerns by providing audits of irrigation systems and educating users in best management practices, all of which benefits the entire community by reducing water demand during peak hours, avoids additional costs to water providers and water users while also providing healthy landscapes.

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

The Slow the Flow Irrigation Audit Program Agreement between the Town of Firestone and Resource Central 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 26th day of April, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi K. Bashor, MMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

SLOW THE FLOW IRRIGATION AUDIT PROGRAM AGREEMENT

THIS Slow the Flow Irrigation Audit Program Agreement (“Agreement”) is made on [REDACTED] (“Effective Date”), by and between Resource Central and the Town of Firestone, a Colorado statutory municipality (“Utility Partner”) (each individually a “Party,” or collectively “Parties”).

Recitals

1. WHEREAS in most communities across the western United States, over half of all residential water is consumed outdoors, primarily for watering turf landscapes. Outdoor water use typically occurs during a short 3-4 month season, resulting in very high peak seasonal usage, and correspondingly high demands on most water providers. Although outdoor water use is water-intensive, there is significant potential for water savings because generally there is a great deal of inefficiency in most irrigation systems;
2. WHEREAS increasing irrigation system efficiency and teaching property owners and responsible parties (“Customers”) about best management practices has many positive benefits for the Utility Partner provider, the homeowner, the community, and the environment. Not only can this reduce the demand for water during peak service hours and help avoid unnecessary costs to the Utility Partner and community, it can also result in greater cost effectiveness for the Customer, and provide them with the knowledge to have a healthier landscape;
3. WHEREAS to provide these benefits for Utility Partner’s water customers, Utility Partner wishes to engage Resource Central to organize and conduct the Slow the Flow Irrigation Audit program (“Program”) for the term specified in Section III in partnership with Utility Partner; and
4. WHEREAS Resource Central entered into a separate agreement with Northern Water, who will be responsible for a portion of the Program costs.

NOW THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the Parties agree as follows:

I. Program Obligations

A. Resource Central Obligations

Resource Central shall provide the services described in the Slow the Flow Irrigation Audit Program Scope and Conditions of Work, attached hereto as Attachment A (“Services”).

B. Utility Partner Obligations

1. Work Order and Obligations. Utility Partner shall complete the Work Order and Obligations, attached hereto as Attachment B, no later than the time the Agreement is completed and returned to Resource Central or Friday, April 28, 2023, whichever comes first. In the Work Order and Obligations, Utility Partner shall identify the precise nature of services requested, including but not limited to: the number and type of Customers who may participate in the Program, and whether Utility Partner wishes to implement a prioritization system for Customer participation. Utility

Partner shall also comply with all obligations specified in the Work Order Obligations.

2. Marketing and Publicity. Utility Partner shall be responsible for publicizing the availability of the Program to its Customers in **at least** one round of marketing. Efforts to publicize the Program to its Customers may include, but are not limited, to advertising media such as the Utility Partner's bill inserts, website, social media, newsletter, and direct mailing. **If only one round will take place, the marketing must be in the form of a water bill insert.**

Resource Central will develop a marketing toolkit containing these promotional templates and individual advertisement components for the Utility Partner to use. Resource Central will supply a recommended marketing calendar and template, which will list the recommended dates and media type(s) for the Utility Partner to disseminate marketing materials using the marketing toolkit. Advertising content may be created by either Resource Central or Utility Partner; however, Utility Partner must use the toolkit components (i.e., verbiage, logos, photographs) for Program advertisements and all efforts must be approved by Resource Central prior to publishing. **All marketing toolkit contents are property of Resource Central and are to be used exclusively to advertise and promote its programming.**

If Resource Central determines sufficient demand exists, despite all rounds of advertising having not been completed, Resource Central may waive the requirement that Utility Partner conduct an additional advertising round. Resource Central shall provide Utility Partner with notice of any such waiver in writing.

For the purposes of communication regarding program marketing and outreach, Resource Central requests the contact information of a designated marketing point of contact. The person(s) named below is designated Utility Partner's representative(s) for marketing efforts.

For Utility Partner:

Julie Pasillas
Director of Public Works
Town of Firestone
9950 Park Ave, Firestone, CO 80504
303-531-6258
jpasillas@firestoneco.gov

II. Price, Payment Amount, and Billing Procedure

- A. Payment of Program Price. Utility Partner shall pay Resource Central the program price, pursuant to the Slow the Flow Irrigation Audit Program Payment Schedule and Terms, attached hereto as Attachment C.

III. Term

- A. Term of Agreement. The Term of this Agreement commences on the Effective Date and terminates on December 31, 2023, or on the date the Agreement is earlier terminated, as provided herein.

IV. General Provisions

- A. Record-Keeping Requirements. Both Resource Central and Utility Partner shall maintain all records, documents, communications, and other material that pertain to this Agreement (“Records”) for a period of three (3) years from the date of final payment under this Agreement, unless Resource Central or Utility Partner requests that the records be retained for a longer period. Resource Central and Utility Partner each shall provide access to such Records to the other during normal business hours for review and copying.
- B. No Delegation. Except as otherwise provided, the Parties’ duties and obligations shall not be assigned, delegated, or subcontracted except with the express prior written consent of the other Party. All subcontractors shall be subject to the requirements of this Agreement.
- C. Indemnification. To the extent permitted by law, Utility Partner, on behalf of itself and its successors and assigns, agrees to indemnify, defend, and hold harmless the Resource Central, its officers, directors, and employees, contractors, and volunteers from and against losses, liabilities, expenses, and costs, including, without limitation, reasonable attorney’s fees and costs, arising out of (i) the negligent performance under this Agreement by Utility Partner or any person employed by or acting on behalf of Utility Partner; or (ii) any injury to persons or property to the proportional extent caused by the negligent or intentional acts or omissions of Utility Partner, or any person employed by or acting on behalf of Utility Partner, during the performance of Services under this Agreement. Nothing herein shall be deemed a waiver of the rights, protections, immunities, and limitations granted Utility Partner in accordance with the Colorado Governmental Immunity Act C.R.S. 24-10-101 et seq. as same may be amended from time to time.

To the extent allowed by law, Resource Central, on behalf of itself and its successors and assigns, agrees to shall hold harmless and indemnify Utility Partner, its officers, directors, and employees, and contractors from and against losses, liabilities, expenses, and costs, including, without limitation, reasonable attorney’s fees and costs, arising out of (i) the negligent performance of Services under this Agreement by Resource Central or any person employed by or acting on behalf of Resource Central; or (ii) any injury to persons or property to the proportional extent caused by the negligent or intentional acts or omissions of Resource Central, or any person employed by or acting on behalf of Resource Central, during the performance of Services under this Agreement.

- D. No Third-Party Rights. Except as otherwise provided, this Agreement shall inure to the benefit of, and be binding only upon, the Parties. No third-party beneficiary rights or benefits of any kind are expressly or impliedly provided herein.
- E. Designated Representatives. For the purpose of this Agreement, the persons named below are designated the representatives of the Parties. Unless otherwise provided in this Agreement, all notice required to be given by the Parties shall be given either by hand delivery or email, with confirmed receipt, or by registered or certified mail to the representative named below. The Parties may designate in writing to the other Party, a new or substitute representative:

For Resource Central:

Neal Lurie
President
Resource Central
6400 Arapahoe Road, Suite B
Boulder, CO 80303
303-999-3820, x202
nlurie@ResourceCentral.org

For Utility Partner:

Julie Pasillas
Director of Public Works
Town of Firestone
9950 Park Ave
Firestone, CO 80504
303-531-6258
jpasillas@firestoneco.gov

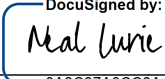
- F. Default and Remedies. If either Party fails to comply with this Agreement, the other Party shall provide written notice specifying the breach, and the breaching Party shall be allowed thirty (30) days to cure, or such longer period as agreed to by the Parties in writing if the cure will require additional time. If the breaching Party fails to cure the breach timely under this agreement, the non-breaching Party shall have all remedies available in law or in equity. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term or the same term upon subsequent breach.
- G. Modifications. This Agreement is intended as the complete integration of understanding between the Parties. This Agreement may only be modified or amended upon written mutual agreement executed by the Parties.
- H. Severability. The terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.
- I. Exhibits. All exhibits and attachments to this Agreement shall be deemed incorporated herein by reference.
- J. Independent Contractor. Resource Central shall perform the Services under this Agreement as an independent contractor. The parties do not intend, nor shall it be construed that Resource Central or any Resource Central subcontractor or employee is an employee of the Utility Partner for any purposes whatsoever.
- K. Employee Financial Interest. The Parties aver that to their knowledge, no employee of Utility Partner has any personal or beneficial interest whatsoever in the service or property described herein.
- L. Legal Authority – Signatory. Each Party represents and warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement, or any part thereof, and to bind itself to its terms. If requested by the other Party, each Party shall provide the other with proof of its authority to enter into this Agreement within 15 days of receiving such request.
- M. Choice of Law. Colorado law shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference that conflicts with Colorado law shall be null and void. Any provision incorporated herein by reference that purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Venue for a legal action relating to the interpretation, execution, or enforcement of this Agreement shall be in the District Court, Weld County, Colorado.

- N. Force Majeure. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement due to circumstances beyond its control (generally, a “Force Majeure Event”) including, but not limited to, national emergencies, unusually severe weather (including fire and flood), catastrophe, acts of God, insurrection, war, riot, epidemic, pandemic, quarantine restrictions, labor disturbances, or embargoes. The occurrence of any Force Majeure Event shall excuse either Party from performing its obligations under this Agreement.
- O. Intellectual Property Rights. All work product(s) created under this Agreement, by Resource Central including software, drawings, videos, manuals, survey data and related reports, charts, photographs, designs, papers, documents and copies, abstracts and summaries thereof, whether printed material, original works of authorship, electronic documents and intellectual property produced, invented, reduced to practice, or created as a result of the work performed under this Agreement (“Creations”) shall be the sole property of Resource Central and may not be used, sold, licensed or disposed of in any manner without prior written approval of Resource Central. To the maximum extent permitted by applicable law, all Creations shall be deemed works made for hire under the United States copyright laws, and all right, title, and interest in and to such work product shall vest automatically in Resource Central.
- P. Non-Disclosure of Confidential Material. Resource Central acknowledges that Utility Partner has made, or may make, available to Resource Central Customer records, which contain personally identifiable information (“Confidential Material”). Except as essential to Resource Central’s performance under this Agreement, Resource Central shall not unless it first obtains an executed Liability Waiver and Water Records Release (Attachment D) from the water user : (a) make any disclosure of the Confidential Material to any third party; (b) duplicate or copy the Confidential Material; or (c) use the Confidential Material for any purposes outside the scope of Resource Central’s performance under this Agreement. In the event Resource Central discloses Confidential Material to a third party, all personally identifiable information shall be redacted. Resource Central shall notify each person to whom any disclosure is confidential, that the Confidential Material shall be kept confidential.
- Q. Termination. Either Party may terminate this Agreement for any reason by providing thirty (30) days written notice to the other Party the “Termination Notice”). Utility Partner must compensate Resource Central for any work completed prior to and including the date of termination, as specified in the Termination Notice.

IN WITNESS WHEREOF, each Party has executed this Agreement or caused it to be executed on its behalf
by its duly authorized representatives.

Resource Central

Utility Partner

By: 
0A3C37A0CC8A42A...
Name: Neal Lurie
Title: President
Date: 4/17/2023

By: _____
Name: Drew Alan Peterson
Title: Mayor
Date: _____

ATTACHMENT A
SLOW THE FLOW IRRIGATION AUDIT PROGRAM
SCOPE AND CONDITIONS OF WORK

SLOW THE FLOW IRRIGATION AUDIT PROGRAM
SCOPE AND CONDITIONS OF WORK

I. Scope of Work

A. Performance of Audits

1. Audit Procedures. Resource Central employees (“Technicians”) shall conduct site visits and evaluate the efficiency of residential and non-residential irrigation systems, as specified by Utility Partner in the Work Order and Obligations, attached hereto as Attachment C. The evaluations (“Audits”) shall begin with a visual inspection of the irrigation system, which shall identify design issues, broken parts, capital improvements, and maintenance problems. The Technicians shall visually check for leaks during this time and measure the irrigable area of the property during the Audits.

The Technicians shall then conduct two tests on representative zones for the irrigation systems. The tests performed measure the distribution uniformity, precipitation rate, pressure, and soil type of the zones. These tests provide the Technicians with the information necessary to make recommendations to the Customer for improving the efficiency of the irrigation systems. Due to the different characteristics of rotor heads and spray heads, the Technicians are unable to test any irrigation zones that utilize both sprays and rotors on the same circuit, otherwise known as a mixed zone. If both rotors and spray heads are utilized on the property, but in separate zones, at least one test shall be performed for each type of head.

After conducting these tests, the Technicians shall develop a site-specific watering schedule for the tested zones. The watering schedule can serve as a representative schedule for zones with similar characteristics. All results and recommendations are included in a synopsis for the Customer (“Audit Report”). The Technician reviews the Audit Report with the Customer, explains additional landscape best management practices, provides horticultural resources, and makes all attempts to answer any questions the Customer may have. The Technicians shall follow up with Customers if any further clarification is needed.

2. Non-Residential Audit Procedures. In conducting non-residential property Audits, in addition to the standard Audit Procedures, the Technicians shall conduct an appropriate number of tests (25-50% of all turf zones) on each sub-property comprising the non-residential property being audited. A written report detailing problems found zone by zone as well as the results from tests conducted shall be generated and sent to the Customer within two weeks of completing the Audit.
3. Number of Technicians. Audits of residential properties shall be conducted by one Technician; Audits of non-residential properties may require the participation of two Technicians.
4. Provision of Technicians. Resource Central shall provide the Technicians necessary to perform the number of Audits requested by Utility Partner in the Work Order and Obligations.

B. Customer Service and Scheduling of Audits

1. Customer Service. Resource Central shall handle all customer service issues related to the Program, including answering Customer questions and addressing any concerns.
2. Scheduling. Resource Central employees (“Schedulers”) shall schedule Audits of residential and non-residential properties.
3. Provision of Schedulers. Resource Central shall provide the Schedulers necessary to schedule the number of Audits requested by Utility Partner in the Work Order and Obligations.
4. Scheduling Priority. Schedulers shall schedule Audits of residential and non-residential properties on a first-come, first-served basis, unless directed otherwise by Utility Partner in the Work Order and Obligations.
5. Reminders. If the appointment is scheduled more than two days in advance, Resource Central shall exercise due diligence in placing reminder phone calls or emails.
6. Coordinating Appointments for Non-Residential Audits. Once a non-residential Customer has requested an audit, Schedulers will work with the Customer to coordinate an appointment time for the non-residential audit. To avoid gaps in the schedule or having to unnecessarily waitlist interested properties, deadlines to coordinate appointment times for non-residential properties may be imposed by the Scheduler on any non-residential properties. If the deadline is not met, the Scheduler shall move the property to the bottom of the request list and shall begin working with another property. This provides an incentive for efficient and timely communication between all parties involved.

C. Number and Type of Audits to be Completed

1. Allocation of Audits. Pursuant to Section I.B.2 of the Slow the Flow Irrigation Audit Program Agreement, Utility Partner may allocate a set number of Audits toward residential and non-residential properties in the Work Order and Obligations.
2. Re-Allocation of Audits by Resource Central. If the demand to complete the number of Audits for a specific property type is not sufficient, but there is sufficient demand to complete the number of Audits for another property type that has been deemed eligible by Utility Partner, Resource Central has the right to transfer the allocated number of Audits to the other property type after August 1, 2023. Resource Central shall notify Utility Partner when it appears as though this situation may occur.
3. Reasonable Efforts. Resource Central shall make all reasonable efforts to complete the maximum number of Audits agreed to. If (1) demand is higher than the contracted amount, (2) Resource Central staff is available, and (3) Utility Partner approves additional funds, more Audits may be conducted.

D. Program Updates

1. Demand Updates. During the course of the Program Term, Resource Central shall provide to Utility Partner updates about the Program at least every other week.
2. Updates Upon Request. Updates shall also be provided to Utility Partner within five (5) business days of any request.
3. Contents of Updates. Both regularly scheduled and requested updates shall include a summary of Resource Central's progress in meeting its obligations under the Agreement. This includes the number of Audits completed, the number of Audits scheduled but not yet completed, and the number of Audits requested but not yet scheduled.
4. Delivery of Updates. Resource Central shall email such updates to the following address(es): jpasillas@firestoneco.gov, rroberto@firestoneco.gov

E. Post-Audit Activities

1. Customer Satisfaction Surveys. After the Program Term has ended, Resource Central shall conduct a customer satisfaction survey of all property owners requesting and receiving irrigation Audits. Resource Central shall also compile and analyze the data collected from the irrigation Audits. The survey results and the data analysis shall be included in a final report detailing the Program results. Resource Central shall provide Utility Partner with this report by December 31, 2023.
2. Impact Analysis Report. Resource Central shall prepare an Impact Analysis Report. In order to prepare that report, one year after the Audit period has ended, Resource Central shall compare the pre- and post-Audit water usage of all residential Customers requesting and receiving Program Audits. Resource Central will assess their water usage over time and in comparison to climate conditions. Resource Central shall use this information to produce the Impact Analysis Report, using multiple methods of analysis along with charts and graphs to determine and analyze the water savings benefits of the Program. This analysis shall be based on methodology developed by Resource Central, which has been approved by peers in the water community, and presented at a variety of conferences. The report includes summary data, numerous types of analyses, charts, graphs, and explanatory narrative sections. To provide transparency, Resource Central shall also include anonymous residential Customer data.

II. Conditions of Work

1. Responsible Adult Must be Present. Resource Central shall not perform a residential Audit unless at least one person affiliated with the property (i.e., an owner or resident), who is at least 18 years of age, is present on the premises for the duration of the Audit. Resource Central shall not perform a non-residential Audit unless the Technician(s) are able to meet with the property owner or the property owner's designee responsible for

the management of the non-residential property during the visual inspection of the property.

2. Liability Waiver Must be Signed. Resource Central shall have no obligation to conduct an Audit until the property owner to be audited has signed a Program Liability Waiver, attached hereto as Attachment D.
3. Non-Enforcement of Watering Restrictions. If watering restrictions are instituted, the Audit may take place outside of the property owner's permitted watering schedule. Utility Partner agrees not to enforce any watering restrictions against the Customer or Resource Central if this occurs.

ATTACHMENT B
SLOW THE FLOW IRRIGATION AUDIT PROGRAM
WORK ORDER AND OBLIGATIONS

SLOW THE FLOW IRRIGATION AUDIT PROGRAM WORK ORDER AND OBLIGATIONS

Number of Audits

Subject to Resource Central's approval and consent, Utility Partner requests that Resource Central conduct Audits for a Total Program Price of \$4,900.00.

Term of Program

Subject to Resource Central's approval and consent, Resource Central shall conduct the Program from June 7, 2023, through October 6, 2023. Resource Central may in its sole discretion choose to extend the term of the Program. Resource Central shall provide notice of any such extension to Utility Partner in writing.

Marketing and Publicity

Utility Partner shall be responsible for marketing and publicizing the availability of the Program to its Customers in **at least** one round of marketing. Utility Partner may use any combination of the following media: bill inserts, website, social media, newsletter, and direct mailing. **If only one round will take place, the marketing must be in the form of a water bill insert.**

A marketing toolkit, developed by Resource Central, will contain promotional templates and individual advertisement components for the Utility Partner to use. Resource Central will supply a recommended marketing calendar and template, which will list the recommended dates and media type(s) for the Utility Partner to disseminate marketing materials using the marketing toolkit. Advertising content may be created by either Resource Central or Utility Partner; however, Utility Partner must use the aforementioned marketing toolkit components (i.e., verbiage, logos, photographs) for Program advertisements and all efforts must be approved by Resource Central prior to publishing. **All marketing toolkit contents are property of Resource Central and are to be used exclusively to advertise and promote its programming.**

If Resource Central determines a sufficient number of requests exist despite all rounds of advertising having not been completed, Resource Central may waive the requirement that Utility Partner conduct an additional advertising round. Resource Central shall provide Utility Partner with notice of any such waiver in writing.

Eligibility Requirements and Standard Operating Procedure

Resource Central Slow the Flow Program's standard operating procedure is to allow repeats on residential appointments, i.e., previous residential participants can have another audit from a previous year. We also conduct outdoor irrigation audits on non-residential properties, such as HOAs, commercial/business, and municipal or civic properties.

It is the Utility Partner's responsibility to inform Resource Central if properties or repeats are ineligible or restricted in quantity. If the Utility Partner has any special requests outside the aforementioned standard operating procedure, please contact Elisabeth Bowman, Conservation Engagement Manager, at ebowman@resourcecentral.org or 303-999-3820 ext. 210.

Additional Obligations

1. Attach a sample water bill to the Work Order and Obligations. Resource Central attempts to obtain water account numbers from properties we audit. Please circle on Utility Partner's water bill which number Resource Central should retrieve.

2. If applicable, provide Resource Central with a description of watering restrictions and rebates and provide rebate forms if available.
3. Please notify Resource Central if any of the Slow the Flow Colorado paperwork is needed for a resident to receive a rebate.
4. Please notify Resource Central of any changes to watering restrictions or rebate forms as soon as they occur.
5. Please provide Resource Central with a description of any local government code provisions that may be relevant to conducting irrigation audits (such as check valve requirements, irrigation efficiency standards, etc.).
6. Resource Central requires participants to complete a Liability Waiver and Water Records Release, attached hereto as Attachment D, before receiving an audit. This waiver declares that Resource Central may access the participant's Town of Firestone water records. Waiver is attached for Utility Partner reference. Please review the attached waiver to make sure it meets your local government's requirements for customer access of water records.

If the waiver does not meet your requirements, please contact Elisabeth Bowman, Conservation Engagement Manager, at ebowman@resourcecentral.org or 303-999-3820 ext. 210.

7. Utility Partner shall provide Customer water records to Resource Central in the format requested by Resource Central within four (4) weeks of receiving such a request from Resource Central.

ATTACHMENT C
SLOW THE FLOW IRRIGATION AUDIT PROGRAM
PAYMENT SCHEDULE AND TERMS

SLOW THE FLOW IRRIGATION AUDIT PROGRAM
PAYMENT SCHEDULE AND TERMS

I. Payment Terms

A. Program Price

1. Residential Audits. Residential Audits shall be billed at a standard cost of \$105.00.
2. Non-Residential Audits for Northern Water Allottees. Large properties (including but not limited to HOA common areas, commercial properties, etc.) are billed at \$28.88 per hour, which is 50% of the standard per hour per technician rate of \$57.75. This rate includes but is not limited to travel time, conducting the visual inspection, performing tests, answering questions, and preparing the Audit Report.
3. Total Audit Price. The Total Audit Price shall be equal to the total dollar amount of Audits requested by Utility Partner in the Work Order and Obligations. Based on Utility Partner's contract of \$4,900.00, the total audit price is \$3,675.00.
4. Non-Refundable Deposit. The Non-Refundable Deposit offsets Resource Central's fixed costs of managing the Program and paying staff, who are hired based on the funds specified in this Agreement. Based on Utility Partner's contract of \$4,900.00, the Non-Refundable Deposit is \$1,225.00.
5. Cost-Share with Northern Water for Non-Residential Audits. Northern Water Allottees that elect to participate in Non-Residential Audits will pay half (50%) of the per hour and per Technician rate of \$57.75, which is \$28.88. Northern Water will fully reimburse any Technician travel costs (e.g., mileage, parking) incurred in conducting the audits.
6. Total Program Price. Utility Partner shall pay the Total Program Price, which is equal to the sum of the Non-Refundable Deposit and the fees for all completed Audits (\$4,900.00).

B. Cancellations

1. If an Audit is cancelled prior to the Technician arriving on site due to adverse weather conditions (i.e., lightning, heavy rain, or significant wind conditions), Utility Partner shall not be charged for the Audit and all attempts shall be made to reschedule. If weather interrupts a residential Audit that is already underway and it cannot be completed at that time, Utility Partner shall be charged the agreed-upon amount as well as \$63.00 per Audit Hour for the time needed to complete the Audit at a later date.
 - a. Residential. Audit cancellations made with at least one (1) full business day's notice shall not be charged to Utility Partner. No-shows or cancellations of residential Audits made with less than one (1) full business day's notice of the scheduled appointment shall be charged to Utility Partner at the standard rate and shall not be rescheduled unless the reason for cancellation falls within the category of an emergency situation as described below. The following events shall be considered emergencies: life- or limb-threatening medical situations, death of a friend or family member, or a major sprinkler system malfunction that would prohibit the Audit from taking place (i.e., broken mainline/backflow preventer, etc.). The sprinkler system malfunction must have occurred within 24 hours of the scheduled

appointment.

- b. Non-Residential Properties. Audit cancellations made with at least one (1) full business day's notice shall not be charged to Utility Partner. No-shows or cancellations of non-residential Audits made with less than one (1) full business day's notice of the scheduled appointment shall be charged to Utility Partner at 25% of the anticipated full billable amount based on property size and shall not be rescheduled unless the reason for cancellation falls within the category of an emergency situation as described below. The following events shall be considered emergencies: life- or limb-threatening medical situations, death of a friend or family member, or a major sprinkler system malfunction that would prohibit the Audit from taking place (i.e., broken mainline/backflow preventer, etc.). The sprinkler system malfunction must have occurred within 24 hours of the scheduled appointment.

II. Payment Schedule and Invoicing

- A. Payment Schedule. Utility Partner shall pay the Non-Refundable Program Fee within thirty (30) days of signing the Agreement. Such payment must be made by check or electronic payment (EFT) payable to Resource Central.

Utility Partner shall pay for completed Audits on a monthly basis, pursuant to the Invoicing terms specified below.

- B. Invoicing. Resource Central shall bill Utility Partner monthly for all work completed pursuant to the Agreement. The Customers' Utility Partner-issued account numbers, when available, as well as the name of the homeowner, address of audited property, and date of Audit for that property shall be provided with the monthly invoice. Payment shall be due within thirty (30) days of the date the invoice is issued by Resource Central.

Resource Central shall include on its final invoice for non-residential Audits the name and address of each Customer coordinating the Audit with Resource Central. Resource Central shall make all reasonable attempts to obtain non-residential Audit account numbers and shall include the name and type of property audited. For non-residential properties, Resource Central shall provide an accounting of the number of hours spent on site, and the number of hours spent creating the Audit report.

- C. Payment Deadlines. For purposes of these payment deadlines, a payment shall be deemed to have been made upon the date of its actual receipt by Resource Central.
- D. Payment Obligation: Utility Partner obligation to pay its invoices under this Agreement shall not be affected in any way by Northern Water's independent obligation to pay its portion of the Program costs as set forth in Resource Central's separate agreement with Northern Water. Non-payment of Program costs by Northern Water will not relieve Utility Partner of its obligation to timely pay its invoices under this Agreement.

ATTACHMENT D
SLOW THE FLOW IRRIGATION AUDIT PROGRAM
LIABILITY WAIVER AND WATER RECORDS RELEASE

LIABILITY WAIVER

By signing this waiver, you acknowledge that Resource Central will test the efficiency of your landscape irrigation system at your request. The testing will involve operating the landscape irrigation system through the manual valves and/or through the irrigation control clock. Resource Central may need to turn the system off during the inspection.

Resource Central is not responsible for any system malfunction during or after the landscape irrigation inspection. It is the responsibility of the property owner/manager to check the irrigation control clock after the inspection to make sure it is both turned on and programmed properly. Resource Central will leave the property owner/manager with a recommended watering schedule that will likely necessitate the property owner/manager change the scheduled irrigation program on the irrigation control clock. In the case that the property owner/manager requests to have the irrigation technician change the program schedule on the irrigation control clock, it will be the property owner's/manager's responsibility to confirm that the program is scheduled for the preferred times. The property owner/manager will be responsible for monitoring the health of the landscape. **Resource Central will not be held responsible for any damage to the landscape as a result of the change in the watering schedule.**

Printed Name: _____ Address: _____
Signature: _____ Date: _____

WATER RECORDS RELEASE

The impacts of the Slow the Flow program are being monitored for the next 2-5 years. This requires a comparison of customer water usage histories gathered from his/her water provider. The information is used to show trends and impacts that result from the program and do not single out any individual customer's water usage history to third parties. Any information obtained relating to the individual customer will be kept anonymous and confidential by Resource Central.

I am or was the utility user at: _____. I understand that Section 24-72-204(3) (a) (IX) of the Colorado Revised Statutes prohibits the release of my name, address, telephone number and personal financial information as a past or present user of a public utility.

I hereby consent and give permission to my water provider, (please list in space provided)
_____ to release my water usage and billing information to Resource Central.

I further release and hold harmless my water provider as listed above from any claim, demand, action or right of action arising out of or related to the release of my name, address, and my water usage to Resource Central or which results from actions by my water provider or Resource Central relating to this program.

Printed Name: _____
Signature: _____ Date: _____

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.h

Discussion/Action

Meeting Date: April 26, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Frederick-Firestone Fire Protection District Inter-Government Agreement

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

None



TOWN OF FIRESTONE QUARTERLY FINANCIAL UPDATE

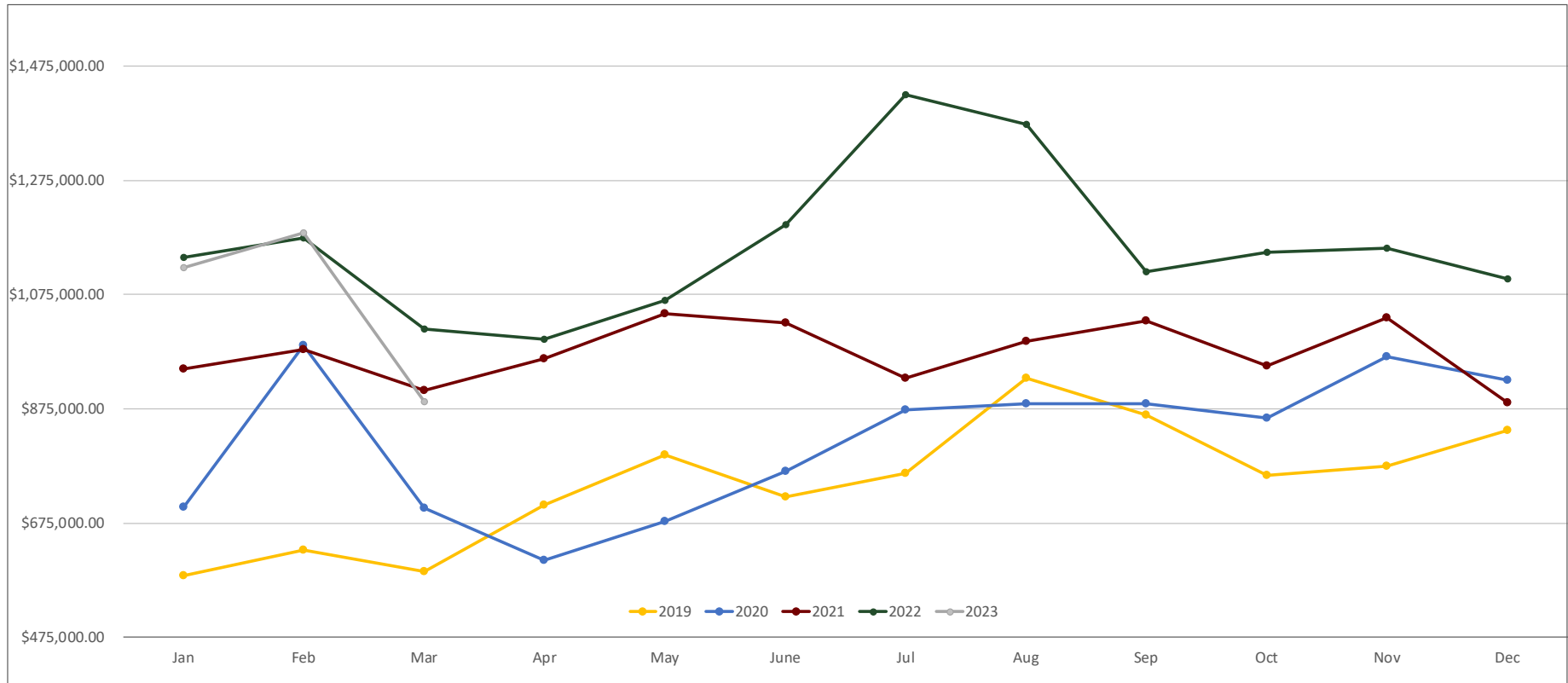
March 31, 2023

Jessica Clanton, Director of Finance



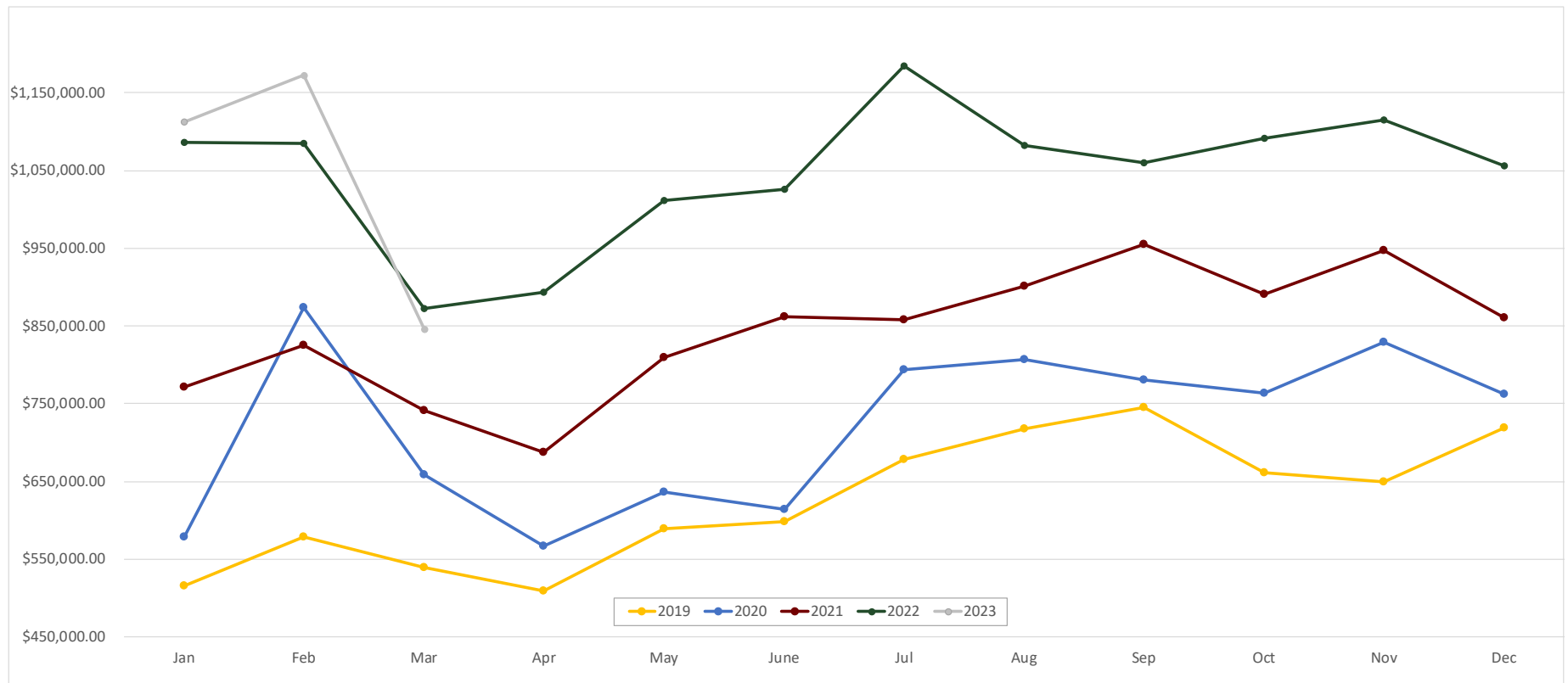
SALES & USE TAX

- Year to date collections \$3,193,528
- Decrease of \$135,366 or 4% when compared to the prior year



SALES TAX

- Year to date collections \$3,132,118
- Increase of \$88,549 or 3% when compared to the prior year



GENERAL FUND REVENUE

	2023 Adopted Budget	Actual as of March 31, 2023	Over/(Under) Projected	Collection Rate	Prior Year Actual as of March 31, 2022	Over/(Under) Prior Year	Percent Difference
Revenues							
Taxes							
Property Taxes	\$ 1,714,697	\$ 537,594	\$ (1,177,103)	31.35%	\$ 536,566	\$ 1,028	0.19%
Sales Taxes	8,475,218	1,151,422	(7,323,796)	13.59%	790,898	360,524	45.58%
Use Tax	2,080,154	204,698	(1,875,456)	9.84%	284,876	(80,178)	-28.14%
Other Tax	223,609	52,549	(171,060)	23.50%	27,004	25,545	94.60%
Total Taxes*	12,493,678	1,946,263	(10,547,415)	15.58%	1,639,344	306,919	18.72%
Intergovernmental Revenues	1,611,255	181,462	(1,429,793)	11.26%	126,833	54,629	43.07%
Licenses and Permits	1,996,803	395,046	(1,601,757)	19.78%	254,127	140,919	55.45%
Fines and Forfeitures	110,214	35,355	(74,859)	32.08%	21,474	13,881	64.64%
Charges for Services & Fees	1,682,402	316,457	(1,365,945)	18.81%	387,880	(71,423)	-18.41%
Other Revenues	137,000	95,318	(41,682)	69.58%	28,283	67,035	237.02%
Total Revenues	18,031,352	2,969,901	(15,061,451)	16.47%	2,457,941	511,960	20.83%
Transfers In	3,133,800	-	(3,133,800)	0.00%	-	-	N/A
Total Revenue	\$ 21,165,152	\$ 2,969,901	\$ (18,195,251)	14.03%	\$ 2,457,941	\$ 511,960	20.83%

*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

	2023 Adopted Budget	Actual as of March 31, 2023	Over/(Under) Adopted Budget	Spending Rate	Prior Year Actual as of March 31, 2022	Over/(Under) Prior Year	Percent Difference
Legislative	\$ 142,098	\$ 20,384	\$ (121,714)	14.35%	\$ 34,295	\$ (13,911)	-40.56%
Town Manager	1,873,205	586,154	(1,287,051)	31.29%	572,543	13,611	2.38%
Town Clerk	263,226	44,612	(218,614)	16.95%	62,071	(17,459)	-28.13%
Marketing and Communications	580,573	138,069	(442,504)	23.78%	111,634	26,435	23.68%
Human Resources	571,650	148,159	(423,491)	25.92%	67,186	80,973	120.52%
Finance	1,947,142	198,932	(1,748,210)	10.22%	334,505	(135,573)	-40.53%
Technology	1,247,482	270,560	(976,922)	21.69%	219,983	50,577	22.99%
Planning & Development	1,270,670	175,452	(1,095,218)	13.81%	203,129	(27,677)	-13.63%
Police	5,956,077	1,313,159	(4,642,918)	22.05%	1,075,954	237,205	22.05%
Public Works	4,891,778	891,597	(4,000,181)	18.23%	1,083,846	(192,249)	-17.74%
Engineering	360,875	57,796	(303,079)	16.02%	82,743	(24,947)	-30.15%
EDNS	357,729	15,578	(342,151)	4.35%	62,404	(46,826)	-75.04%
Total Expenditures	<u>\$ 19,462,505</u>	<u>\$ 3,860,452</u>	<u>\$ (15,602,053)</u>	<u>19.84%</u>	<u>\$ 3,910,293</u>	<u>\$ (49,841)</u>	<u>-1.27%</u>

CAPITAL PROJECTS FUND

	2023 Adopted Budget	Actual as of March 31, 2023	Over/(Under) Budget	Collection/ Spending Rates	Prior Year Actual as of March 31, 2022	Current Year Over/(Under) Prior Year	Percent Difference
Revenues							
Sales Taxes - 1%	\$ 2,869,571	\$ 174,389	\$ (2,695,182)	6.08%	\$ 188,393	\$ (14,004)	-7.43%
Sales Taxes - .6%	2,090,122	179,699	(1,910,423)	8.60%	171,389	8,310	4.85%
Use Tax	624,046	61,409	(562,637)	9.84%	-	61,409	N/A
Impact Fee Revenue	5,766,042	128,648	(5,637,394)	2.23%	145,002	(16,354)	-11.28%
Cash in Lieu	6,638,093	-	(6,638,093)	0.00%	-	-	N/A
Miscellaneous Revenues							
Intergovernmental Revenue	18,300	-	-		-		
Investment Earnings	90,000	106,234	16,234	118.04%	12,770	93,464	731.90%
Total Revenues	18,096,174	650,379	(17,427,495)	3.59%	517,554	132,825	25.66%
Expenditures							
Capital Improvement Expenditures	4,633,000	85,652	(4,547,348)	1.85%	107,388	(21,736)	-20.24%
Total Expenditures	4,633,000	85,652	(4,547,348)	1.85%	107,388	(21,736)	-20.24%
Total Revenues Over/(Under) Expenditures	13,463,174	564,727	(12,898,447)	4.19%	410,166	154,561	37.68%
Other Financing Sources/Uses	(5,447,119)	-	5,447,119	N/A	-	-	N/A
Revenues Over/(Under) Expenditures	\$ 8,016,055	\$ 564,727	\$ (7,451,328)	7.04%	\$ 410,166	\$ 154,561	37.68%

*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

	2023 Adopted Budget	Actual as of March 31, 2023	Over/(Under) Budget	Collection/ Spending Rates	Prior Year Actual as of March 31, 2022	Current Year Over/(Under) Prior Year	Percent Difference
Revenues							
Charges for Services							
Operating Revenue	\$ 10,442,002	\$ 1,150,108	\$ (9,291,894)	11.01%	\$ 1,445,994	\$ (295,886)	-20.46%
Impact Fee Revenue	829,311	-	(829,311)	0.00%	-	-	N/A
Native Water Dedication & Credit Fees	18,000,000	10,000	(17,990,000)	0.06%	-	10,000	N/A
Miscellaneous Revenues							
Investment Earnings	110,000	248,156	138,156	225.60%	15,747	232,409	1475.89%
Total Water Fund Revenues	29,381,313	1,408,264	(27,973,049)	4.79%	1,461,741	(53,477)	-3.66%
Expenditures							
Operating Expenditures	7,729,422	937,096	(6,792,326)	12.12%	526,093	411,003	78.12%
Capital Improvement Expenditures	25,035,770	22,424,475	(2,611,295)	89.57%	4,939,216	17,485,259	354.01%
Total Expenditures	32,765,192	23,361,571	(9,403,621)	101.69%	5,465,309	17,896,262	327.45%
Other Financing Uses	2,889,120	-	(2,889,120)	0.00%	-	-	N/A
Total Water Fund Expenditures	35,654,312	23,361,571	(12,292,741)	65.52%	5,465,309	17,896,262	327.45%
Revenues Over/(Under) Expenditures	\$ (6,272,999)	\$ (21,953,307)	\$ (15,680,308)	N/A	\$ (4,003,568)	\$(17,949,739)	N/A

STORMWATER FUND

	<u>2023 Adopted Budget</u>	<u>Actual as of March 31, 2023</u>	<u>Over/(Under) Budget</u>	<u>Collection/ Spending Rates</u>	<u>Prior Year Actual as of March 31, 2022</u>	<u>Current Year Over/(Under) Prior Year</u>	<u>Percent Difference</u>
Revenues							
Charges for Services							
Stormwater Charges	\$ 695,586	\$ 176,549	\$ (519,037)	25.38%	\$ 172,144	\$ 4,405	2.56%
Impact Fee Revenue	574,999	11	(574,988)	0.00%	14	(3)	-21.43%
Miscellaneous Revenues							
Investment Earnings	20,000	13,827	(6,173)	69.14%	2,747	11,080	403.35%
Total Revenues	1,290,585	190,387	(1,100,198)	14.75%	174,905	15,482	8.85%
Expenditures							
Stormwater Collection	932,781	161,699	(771,082)	17.34%	126,684	35,015	27.64%
Capital Improvement Expenditures	265,000	51,176	(213,824)	19.31%	52,988	(1,812)	-3.42%
Total Expenditures	1,197,781	212,875	(984,906)	17.77%	179,672	33,203	18.48%
Revenues Over/(Under) Expenditures	\$ 92,804	\$ (22,488)	\$ (115,292)	-24.23%	\$ (4,767)	\$ (17,721)	N/A

CAPITAL IMPROVEMENT PROJECTS

Project Description	2023 Adopted Budget	YTD Expenditures	Amount Remaining	2024 Estimate	2025 Estimate	2026 Estimate	2027 Estimate	5-Year Total	Funding Source
CAPITAL PROJECTS FUND									
Historic Firestone Street Replacement	\$ 800,000	\$ -	\$ 800,000	\$ 810,000	\$ 820,000	\$ 830,000	\$ 840,000	\$ 4,100,000	1% Sales Tax
Pavement Maintenance	2,000,000	-	2,000,000	1,500,000	1,500,000	1,500,000	1,500,000	8,000,000	ARPA/1% Sales Tax
Dust Control	100,000	-	100,000	100,000	100,000	100,000	100,000	500,000	1% Sales Tax
Street and Crosswalk Striping	25,000	-	25,000	30,000	35,000	40,000	45,000	175,000	1% Sales Tax
Street Signs Program	25,000	-	25,000	30,000	35,000	40,000	45,000	175,000	1% Sales Tax
PW Administration Offices Building	443,000	-	443,000	-	-	-	-	443,000	.6% Sales Tax
Traffic Signal Upgrade	110,000	-	110,000	125,000	130,000	140,000	150,000	655,000	1% Sales Tax
Neighbor's Point Traffic Calming	250,000	-	250,000	-	-	-	-	250,000	Metro District
WC Road 26 Bridge	150,000	-	150,000	1,000,000	-	-	-	1,150,000	1% Sales Tax
Mountain Shadows Park	490,000	62,233	427,767	-	-	-	-	490,000	Park Impact Fees
New Traffic Signals	800,000	182	799,818	-	-	-	-	800,000	Street Impact Fees
Dog Park Relocation	-	-	-	-	-	-	-	-	1% Sales Tax
Events Storage Building	70,000	-	70,000	-	-	-	-	70,000	.6% Sales Tax
BoT Interface	170,000	23,237	146,763	-	-	-	-	170,000	.6% Sales Tax
Total	\$ 5,433,000	\$ 85,652	\$ 5,347,348	\$ 3,595,000	\$ 2,620,000	\$ 2,650,000	\$ 2,680,000	\$ 16,978,000	
CONSERVATION TRUST FUND									
Sports Complex Improvements	\$ 150,000	\$ -	\$ 150,000	\$ 650,000	\$ -	\$ -	\$ -	\$ 800,000	CTF
Settlers Park Improvements	25,000	-	25,000	-	-	-	-	25,000	CTF
Firestone Trail Improvements	50,000	-	50,000	-	-	-	-	50,000	CTF
Total	\$ 225,000	\$ -	\$ 225,000	\$ 650,000	\$ -	\$ -	\$ -	\$ 875,000	
BIGHORN FIRESTONE URBAN RENEWAL AUTHORITY									
WC Rd 20 Coal Ridge Ditch Crossing	\$ 1,000,000	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	Property Tax Increment
Total	\$ 1,000,000	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	



CAPITAL IMPROVEMENT PROJECTS

Project Description	2023 Adopted Budget	YTD Expenditures	Amount Remaining	2024 Estimate	2025 Estimate	2026 Estimate	2027 Estimate	5-Year Total	Funding Source
WATER FUND									
Water Rights	\$ -	\$ 980,100	\$ (980,100)	\$ -	\$ -	\$ -	\$ -	\$ -	WF
Gould Well Field	264,886	83,570	181,316	-	-	-	-	264,886	2020 Water Ent. Bond
Mtn Shadows Park Conversion	326,122	-	326,122	-	-	-	-	326,122	WF
NISP Participation	787,020	751,270	35,750	800,000	3,759,000	3,759,000	3,759,000	12,864,020	WF
Firestone Reservoir No. 1 Plumbing	-	481,722	(481,722)	-	-	-	-	-	2020 Water Ent. Bond
Historic Firestone Water Line	700,000	148,985	551,015	710,000	720,000	730,000	740,000	3,600,000	WF
St. Vrain Water Treatment Plant	950,000	30,398	919,602	-	-	-	-	950,000	2020 Water Ent. Bond
St. Vrain WTP Blend Pipeline - Phase 1	20,000	23,734	(3,734)	455,000	450,000	3,647,500	3,647,500	8,220,000	2020 Water Ent. Bond
SCADA Upgrade	45,522	-	45,522	-	-	-	-	45,522	WF
Firestone Reservoir #2	50,000	-	50,000	-	3,288,140	7,740,800	-	11,078,940	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	-	8,025	(8,025)	-	-	-	-	-	WF
Alluvial Well Field #2	230,000	-	230,000	420,000	6,090,000	-	-	6,740,000	WF/Water Ent. Bond
Water Rate Study	70,000	13,756	56,244	-	-	-	-	70,000	WF
Coal Ridge Ditch Lateral Supply Pipeline	773,500	-	773,500	5,043,500	-	-	-	5,817,000	WF/202Water Ent. Bond
NISP Transfer Pipeline	152,000	-	152,000	122,000	336,250	-	3,792,000	4,402,250	WF
Firestone Reservoir #3	19,000,000	19,902,915	(902,915)	-	-	-	-	19,000,000	Water Enterprise Bond
CWCWD Flow Control/Meter	263,000	-	263,000	3,063,950	-	-	-	3,326,950	Water Enterprise Bond
St. Vrain WTP Expansion	634,500	-	634,500	634,500	5,075,333	5,075,333	5,075,334	16,495,000	WF/Water Ent. Bond
Godding Ditch Conversion	102,820	-	102,820	564,580	-	-	-	667,400	WF
Tier 2 Water Supply	341,400	-	341,400	681,900	-	-	-	1,023,300	Raw Water Impact Fees
Total	\$ 25,035,770	\$ 22,424,475	\$ 2,611,295	\$ 14,737,430	\$ 19,718,723	\$ 20,952,633	\$ 17,013,834	\$ 97,458,390	
STORMWATER FUND									
Stormwater Fee Study	60,000	-	60,000	-	-	-	-	60,000	SWF
Drainage Master Plan	-	51,177	(51,177)	-	-	-	-	-	Impact Fees
Stormwater Ditch Maintenance	50,000	-	50,000	50,000	50,000	50,000	50,000	250,000	SWF
Colo BLVD Drainage Crossing	155,000	-	155,000	-	-	-	-	155,000	SWF
Total	\$ 265,000	\$ 51,177	\$ 213,824	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 465,000	
TOWN-WIDE TOTAL	\$ 31,958,770	\$ 22,561,303	\$ 9,397,467	\$ 19,032,430	\$ 22,388,723	\$ 23,652,633	\$ 19,743,834	\$ 116,776,390	



Hours/Units/Types Summary

PC	Title	Hours	Net Type	Amount	Info Type	Amount
1-00	Regular Pay	16,737.25	Direct Deposit Net	859,754.90	Informational	0.00
1-06	PD Shift Supervisor	23.00	Net	0.00	Fringe Benefits	2112.93
2-00	Overtime Pay	116.38	3rd Party Pay Net	0.00		
3-00	Paid Time Off	2,243.40				
4-00	Misc Leave: EIB, FF, ELP	42.36				
5-00	Call Outs, Standby	12.00				
7-00	HolidayTO, Holiday Wrk	1,175.50				
8-10	PD Grant/Contracts	30.00				
8-00	Miscellaneous Pay	87.00				
8-26	PHE - Public Health Emer	80.00				
9-01	Comp Time Earned	58.37				
9-02	Comp Time Used	156.51				
Grand Totals:		<u>20,761.77</u>		<u>859,754.90</u>		<u>2112.93</u>

Pay Code Totals - Employee

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
1-01	Regular Pay	1,077,759.75	8-26	PHE - Public Health Emergenc	2,414.88	61-11	FSA- Limited Purpose	-159.00
1-03	Mayor/Trustee	2,150.00	9-02	Comp Time	4,569.51	61-12	FSA - Medical	-3,019.96
1-06	PD Shift Supervisor	1,636.44	19-00	3rd Party Pay	0.00	64-96	Hospital Idemnity	-940.46
2-00	Overtime	7,585.98	21-02	Cell Phone Stipend	250.00	64-97	Critical Illness Insurance	-2,213.46
3-00	PTO	45,734.88	30-04	Life Ins > 50k	2,112.93	64-98	Vol/ADD, Sps,Chld LIFE	-1,845.40
3-05	PTO Payout	1,501.83	50-01	FPPA 457	-3,423.16	64-99	Accident Insurance	-1,224.91
4-00	Misc Earned Leave	1,503.36	50-02	FPPA PD Pension	-47,070.11	70-01	Misc Deduction	0.00
5-00	Call Outs, Standby	557.62	50-03	FPPA ROTH	-75.00	70-02	Child Support	-837.50
7-01	Holiday Time Off	33,081.93	51-01	PERA	-69,584.70	70-03	Garnishment	-1,346.95
7-02	Holiday Work SW	7,100.56	51-02	PERA+457	-1,273.09	70-04	Equipment	-386.44
7-03	Holiday Work NSW	448.68	51-03	PERA Life	-108.50	70-05	Mission Sq Loan Repay	0.00
8-01	Misc Pay	0.00	51-05	PERA 401k	-1,632.15	74-00	Soc Sec	-1,481.48
8-02	Retro Pay	11,310.76	51-07	PERA 457 Roth	-600.00	75-00	Medicare	-16,933.90
8-04	Bereavement	96.60	52-01	Mission Square 401a	0.00	76-00	FWT	-113,290.14
8-06	Snow Day	0.00	52-02	Mission Sq 457b-PreTax	-360.72	77-00	SWT	-41,239.00
8-08	Pd Admin Leave	0.00	52-04	MissionSqu 457b-PostTax	-360.72	79-00	3rd Party Medicare	0.00
8-10	PD Grant	2,006.38	60-00	Health Insurance	-13,665.79	85-00	Net Pay - check	0.00
8-12	Jury Duty	450.92	61-03	HSA3850 RMR	-1,784.82	86-00	Dir Deposit	859,754.90
8-13	Military Leave	852.20	61-04	HSA7750 RMR	-13,675.26	89-00	3rd Party Net	0.00
8-20	Retro Pay (non-FPPA)	0.00	61-10	FSA- Dependent Care	-2,714.96			

Pay Code Totals - Employer

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
50-02	FPPA - Polic	37,263.82	61-03	HSA3850 RMR	775.00	91-00	Long Term Disability	1,883.37
51-01	PERA	114,118.91	61-04	HSA7750 RMR	3,000.00	92-00	Short Term Disability	2,455.80
51-04	PERA AED/SAED	896.55	62-00	Dental Insurance	8,776.13	93-00	Police Pension	12,830.10
52-01	Mission Square 401a	2,400.00	63-00	Vision Insurance	1,579.58	94-00	Basic Life & AD&D	1,516.30
52-02	Mission Sq 457b-PreTax	2,907.69	74-00	Social Security	1,481.48	95-01	Employee Asst Plan	710.68
60-00	Health Insurance	123,594.45	75-00	Medicare	16,933.90	98-00	State Unemployment	2,366.19

Name	Total Paid
Total 24/7 Networks, Inc.:	14,544.92
Total ADAMSON POLICE PRODUCTS:	171.75
Total AIRGAS INC:	77.67
Total ALERT/SAM:	100.00
Total ALERUS (EMP FND/CLAIM REIMB):	389.00
Total ALERUS (FEE FUND):	158.65
Total AMAZON CAPITAL SERVICES:	5,296.42
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total AMERICAN RAMP COMPANY:	62,232.84
Total ANDERSON CONSULTING ENGINEERS, INC:	51,176.50
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total BAREFOOT RESIDENTIAL LLC:	93.93
Total BC INTERIORS:	768.54
Total BECKER SAFETY AND SUPPLY:	245.00
Total Black Hills Energy:	20,354.42
Total BOBCAT OF THE ROCKIES:	12,233.00
Total BOHANNAN HUSTON INC:	3,198.75
Total BUCKEY INTERNATIONAL INC:	2,503.63
Total BUTLER SNOW LLP:	277.50
Total C & W TRUCK AND TRAILER, LLC:	512.08
Total CARBON VALLEY RECREATION DISTRICT:	255.50
Total CARBON VALLEY RECREATION DISTRICT-FURA:	727.76
Total CARROT-TOP INDUSTRIES INC:	952.78
Total CELEGANS LABS INC:	17,706.58
Total CENTRAL WELD COUNTY WATER DISTRICT:	29.27
Total CENTURY LINK:	674.97
Total CHASE PAYMENTNET:	142,831.21
Total CHECK-IT CODE CONSULTING LLC:	3,939.66
Total CHECKR INC:	90.48
Total CHICAGO TITLE (TUFTS):	47.27
Total CHILDREN'S HOSPITAL COLORADO:	800.00
Total CIGNA HEALTH & LIFE INSURANCE CO:	149,825.73
Total CINTAS FIRST AID & SAFETY:	475.39
Total CIRSA:	283.09
Total COLORADO CIVIL GROUP INC.:	39,083.30
Total COLORADO MATERIALS, INC:	3,352.25
Total COTTONWOOD HOLLOW COMMERCIAL METRO DISTR:	145.97
Total CUSTOM FLAG COMPANY INC:	675.00
Total DANA KEPNER COMPANY INC.:	26,195.93

Name	Total Paid
Total DBC IRRIGATION SUPPLY:	1,077.68
Total DELTA DENTAL OF COLORADO, INC:	8,854.89
Total DENVER REGIONAL COUNCIL OF GOVERNMENTS:	2,250.00
Total DIGITAL DATA SERVICES, INC:	67.50
Total DITESCO LLC:	11,103.00
Total DOLAN CONSULTING GROUP LLC:	145.00
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	588.07
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	44,875.55
Total ENVIROTECH SERVICES INC.:	16,684.85
Total FACTORY MOTOR PARTS CO.:	20.08
Total FASTENAL COMPANY:	53.28
Total FIRST AMERICAN TITLE CO:	227.42
Total FIRST INTEGRITY TITLE COMPANY:	10.44
Total FIT FOR YOU LLC:	255.00
Total FORCE AMERICA DISTRIBUTING:	501.01
Total FRED DIEHL CONSULTING:	4,400.00
Total FREDERICK - FIRESTONE FIRE PROTECTION:	34,462.75
Total FREDERICK-FIRESTONE FIRE-FURA:	3,964.56
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	248.75
Total FRONTIER BUSINESS PRODUCTS:	159.66
Total FUZION FIELD SERVICES LLC:	9,617.70
Total GODDING DITCH COMPANY:	4,480.00
Total GRAINGER:	4,955.04
Total GREEN GIRL RECYCLING SERVICES:	183.00
Total HACH COMPANY:	1,004.64
Total HARDLINE EQUIPMENT LLC:	305.30
Total HARRELL'S INC:	1,570.83
Total HAYASHI & MACSALKA, LLC:	9,909.32
Total High Plains Library District - FURA:	871.53
Total HUBCOM INC:	1,530.00
Total I BENEFIT TECHNOLOGY RESOURCES, LLC:	400.00
Total IAD OF LAW ENFORCEMENT STD AND TRAINING:	500.00
Total INTERSTATE FORD:	870.30
Total KATHLEEN A. OATIS:	1,250.00
Total KG CLEAN INC:	5,500.28
Total KING CHEVROLET BUICK GMC:	245.71
Total KINSCO, LLC:	1,614.97
Total LAND TITLE-DENVER-2:	54.67
Total LANGUAGE NEXUS, INC:	220.00

Name	Total Paid
Total LANGUAGELINE SOLUTIONS:	.82
Total LARRY'S MOBILE WELDING INC:	15,990.73
Total LAST CHANCE DITCH COMPANY:	3,369.37
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	18,544.06
Total LEA PARK & PLAY INC:	3,256.64
Total LENNAR COLORADO:	341.45
Total LEONARD RICE ENGINEERS, INC:	40,368.36
Total LEXISNEXIS RISK SOLUTIONS:	766.66
Total LITTLE THOMPSON WATER DISTRICT:	152.79
Total LONGMONT HUMANE SOCIETY:	1,225.00
Total LONGMONT OUTDOOR POWER EQUIPMENT:	712.97
Total MAC EQUIPMENT INC LONGMONT:	3,791.54
Total MAIN STREET MAT COMPANY, INC:	621.00
Total MAZZELLA DENVER WIRE ROPE:	2,378.87
Total MCCANDLESS TRUCK CENTER, LLC:	1,325.98
Total MISC VENDOR:	59,309.80
Total MTECH MECHANICAL TECHNOLOGIES GROUP:	1,287.38
Total MUTUAL OF OMAHA INSURANCE CO:	8,517.56
Total NEIGHBORS POINT METRO DISTRICT:	10.93
Total NEW CONSOLIDATED LOWER BOULDER RESERVOIR:	4,172.81
Total NORTHERN COLORADO CONSTRUCTORS, INC:	148,966.75
Total Northern Colorado Water Cons. Dist.-FURA:	273.75
Total NORTHERN COLORADO WATER CONSERVANCY DIST:	3,672.48
Total NP125 Metropolitan District - FURA:	818.03
Total ODP BUSINESS SOLUTIONS LLC:	80.43
Total O'REILLY AUTO PARTS:	1,260.81
Total PRAIRIE MOUNTAIN PUBLISHING:	36.83
Total PUREWATER DYNAMICS, INC:	830.07
Total RAFTELIS FINANCIAL CONSULTANTS INC:	1,220.83
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	486.41
Total RESTITUTION / COURT REFUNDS:	900.00
Total RIPTIDE CAR & PET WASH:	976.00
Total ROCKY MOUNTAIN RESERVE LLC:	400.25
Total RURAL DITCH COMPANY:	11,146.22
Total SAFE BUILT COLORADO INC:	71.26
Total SAFELITE AUTO GLASS:	1,028.26
Total SAFETY AND CONSTRUCTION SUPPLY INC:	1,781.92
Total SEAHORSE SAFE & LOCKOUT SERVICE, LLC:	105.00
Total SIMPLIFILE:	45.50

Name	Total Paid
Total ST VRAIN & LEFT HAND WATER CONSERVANCY:	273.02
Total ST VRAIN VALLEY SCHOOL DIST RE-1J:	6,854.10
Total ST. VRAIN LAKES METRO DISTRICT #2 - FURA:	9,704.43
Total St. Vrain Sanitation District - FURA:	1,881.55
Total STEVE BALCEROVICH:	1,250.00
Total SUMMIT RECREATION LLC:	69.00
Total SUN VALLEY ELECTRIC INC:	33,045.75
Total TARGET SPECIALTY PRODUCTS:	6,767.44
Total THOMSON REUTERS-WEST:	228.09
Total TIMBERLAN, INC:	22,700.00
Total TISCHLERBISE INC:	2,887.00
Total TLTC DISTRIBUTING LLC:	443.35
Total TRANSWEST TRUCK TRAILER RV:	137.35
Total Treetop Products, Inc.:	1,742.84
Total TRIGGER TIME GUN CLUB, LLC:	1,000.00
Total UME CUSTOM EMBROIDERY:	9,659.54
Total UNIVERSITY AUTO PARTS, INC:	4,165.35
Total UTILITY NOTIFICATION CENTER OF COLORADO:	282.51
Total UTILITY REFUNDS -1:	7,447.59
Total VALLI INFORMATION SYSTEMS:	5,793.68
Total VANCE BROTHERS INC:	9,104.00
Total VELOCITY POWER LLC:	715.00
Total Verizon Connect NWF INC:	680.55
Total VERMEER SALES AND SERVICE OF C, INC:	175.50
Total VISION SERVICE PLAN - VSP:	1,571.18
Total WAGNER WELDING SUPPLY CO.:	7.84
Total WELD COUNTY ACCOUNTING DEPT.-FURA:	2,058.36
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	1,657.50
Total WESTERN PAPER DISTRIBUTORS:	653.87
Total WESTWATER RESEARCH, LLC:	10,000.00
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	927.90
Total WICKHAM TRACTOR CO, Inc:	138.09
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	39.00
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	2,356.03
Grand Totals:	1,225,522.45

Name	Total Paid
MISC VENDOR	
Total EXPRESS SET FIXTURES LLC:	500.00
Total FIRESTONE EXPRESS LLC:	58,809.80
Grand Totals:	59,309.80