



BOARD OF TRUSTEES

REGULAR MEETING AGENDA

May 10, 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- Led by Cub Scout Troop 341**
 - a. Presentation of Mayor's Award to Cub Scout Troop 341
3. **Approval of Agenda**
4. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
5. **Consent Agenda**
 - a. Approval of April 26, 2023 BOT Regular Meeting Minutes
 - b. 2023 Water Leasing Recommendation Memo
 - c. **Resolution 23-54**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACCEPTING A GRANT OF PERMANENT EASEMENT FROM L.G. EVERIST, INCORPORATED FOR THE INSTALLATION, OPERATION, MAINTENANCE AND REPAIR OF A WATER STORAGE RESERVOIR TO BE KNOWN AS THE FIRESTONE PIT; AND APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND L.G. EVERIST FOR SUCH EASEMENT
 - d. **Resolution 23-55**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN ALLOCATION OF COSTS AND REIMBURSEMENT OF EXPENSES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE LAST CHANCE DITCH COMPANY

6. Proclamation

* 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.

- a. A Proclamation recognizing the Month of May 2023 as Mental Health Month
- b. A Proclamation recognizing the week of May 14th as National Police Week

7. Presentation

- a. George E. Heath Community Scholarship Presentation

8. Land Development

9. Discussion/Action

- a. **Resolution 23-52** : A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 1 TO THE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND POWER SERVICE, INC., FOR PUMP STATION DESIGN BUILD SERVICES FOR THE ST VRAIN WATER TREATMENT PLANT'S SALT WATER DISPOSAL INJECTION WELL
- b. **Resolution 23-53**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND NEW IPT INC., REGARDING THE ST. VRAIN WATER TREATMENT PLANT PROJECT
- c. Community Survey Custom Questions Discussion

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

11. Reports

- a. Staff
- b. Mayor
- c. Trustees

12. Executive Session

* 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.

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

13. 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.



Special Thanks And Recognition – Mayor's Award

This Award is being created to recognize and express appreciation for project clean up services rendered to the Town of Firestone by Cub Scout Pack 341

- **Outstanding Achievement:** Awarded to the pack for a service project that consisted of picking up all the trash that had blown into the field east of Hacienda Jalisco and King Soopers
- **Customer Service:** Cub Scout Pack 341 work exceeded our customer service standards during their clean-up project
- **Safety:** The troop recognized the safety hazard's the trash in the field posed. Bottles, cans plastic bags etc, can be very dangerous to both animals and people.
- **Creativity:** We are sure the troop will be looking for other public safety projects in the future and will continue looking for other innovative activities that will benefit the Town of Firestone in the future.
- **Teamwork:** Acting as an exceptionally effective and cooperative team Troop 341 was able to finish the project in one day.
- **Outstanding Achievement:** Awarded to the Troop for exceeding expectations and serving the Town in an exemplary manner.

Presented this 10th day of May, 2023 on behalf of the Board of Trustee's by the Mayor

Drew A Peterson

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.a

Consent Agenda

Meeting Date: May 10, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Approval of April 26, 2023 BOT Regular Meeting Minutes

RECOMMENDATION

Staff recommends approval of April 26, 2023 BOT Regular Meeting Minutes

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. Draft April 26, 2023 BoT minutes

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
April 26, 2023

1. Call to Order & Roll Call

The of the Town of Firestone met for a Regular Meeting on April 26, 2023, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Peterson called the meeting to order at 6:32 PM.

The following were present upon the call of the roll:

Mayor: Drew Peterson

Mayor Pro-tem: Frank A. Jimenez

Trustees: Don Conyac
David Whelan
Matt Holcomb
Sean Doherty
Doug Sharp

Staff: **Present:** Matt Wiederspahn, Town Engineer; Paula Mehle, Director of FURA & Economic Development; Raelynn Ferrera, Assistant to the Town Manager; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Todd Bjerkaas, Director of Planning & Development; Eric DeBolt, Information Technology Manager; Miriam Luna Gonzalez, Deputy Town Clerk; AJ Krieger, Town Manager; & Keith Martin, Town Attorney.

2. Pledge of Allegiance

Mayor Peterson led the Pledge of Allegiance

3. Approval of Agenda

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

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

Jeff Jurgena, a Firestone resident, gave public comment regarding concerns about the Frederick-Firestone Fire Protection District impact fees.

5. Consent Agenda

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

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
- 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

Mayor Peterson opened the public hearing for Ordinance 1026 at 6:43 PM.

Todd Bjerkaas, Director of Planning & Development, presented to the Board of Trustees.

David Brehm, the applicant, presented to the Board of Trustees.

There was no one who wished to give public comment.

Todd Bjerkaas, Director of Planning & Development, and David Brehm, the applicant, responded to the board's questions regarding the proposed resolution.

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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

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

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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- b. **Resolution 23-43:** 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

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

Roll Call Vote:

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

No: Trustee Holcomb

Abstain: None

Motion carried.

- 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.

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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- d. **Resolution 23-47:** 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

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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- 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.

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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- 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

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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- 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

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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- h. Frederick-Firestone Fire Protection District Inter-Government Agreement

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

There was no one who wished to give public comment.

10. **Reports**

a. Staff

AJ, Town Manager, mentioned that our audit presentation will be held on May 17th, 2023.

10.a.i. 2023 1st Quarter Financials

10.a.ii. March Financial Reports

b. Mayor

Mayor Peterson reported on the post office relocation. He also mentioned that the distribution center in Longmont will be expanded to serve Carbon Valley.

c. Trustees

Trustee Doherty reported on a day at the capital with the Town's lobbyist.

Trustee Sharp reported on a day at the capital with the Town's lobbyist.

Trustee Whelan reported on the Town's community survey.

Trustee Jimenez reported on the Town's audit presentation.

11. Adjournment

Introduced and Approved the 10 of May 2023.

TOWN OF FIRESTONE, COLORADO

ATTEST

Drew A. Peterson, Mayor

Kristi K. Bashor, Town Clerk

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.b

Consent Agenda

Meeting Date: May 10, 2023

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

2023 Water Leasing Recommendation Memo

RECOMMENDATION

Staff recommends approval of the recommendation from the leasing memo to lease the remaining available water for 2023.

SUMMARY

On April 13, 2023, the Northern Water Board of Directors voted to increase its 2023 quota allocation for the Colorado-Big Thompson Project to 70 percent. The annual leasing memo recommends leasing available water to users within the Northern Water boundaries.

FINANCIAL CONSIDERATIONS

Lease revenues could range between \$25,000.00 to \$32,000.00 for the Water Fund, depending on the number of shares leased.

HISTORY AND PREVIOUS BOARD ACTION

Each year, when Northern Water declares the final allocation or quota in the spring, the Town staff and consulting engineer evaluate the annual demand for any remaining available water that can be leased for beneficial use.

ATTACHMENTS

1. 2023 Leasing Memorandum May 5 2021



Memorandum

To: Julie Pasillas, Town of Firestone Director of Public Works
From: Brett W. Gracely, P.E., D.WRE
Reviewed by: Gregg S. Ten Eyck, P.E.
Date: May 5, 2023
Project: 1527TWF02-23
Subject: C - BT Water Leasing in 2023

Each year the Town of Firestone transfers raw water—in the form of C-BT unit contracts or Windy Gap allocations—to the Central Weld County Water District (CWCWD) for treatment at the Carter Lake Filter Plant for subsequent delivery of finished water to Firestone. When the C-BT and Windy Gap water supplies available for transfer exceed projected demand, the Town has the option of leasing water to other C-BT allottees or Windy Gap users.

This memorandum provides a recommendation on the amount of water that can be made available for lease in 2023. Note that this memorandum is based on supplies available to the Carter Lake Filter Plant only, and the assumption that all treated water demand in Firestone in 2023 is met by the Carter Lake Filter Plant. Furthermore, this memorandum is based on year-to-date figures as reported by Northern Water (Northern) and does not present the more detailed forecast calculations of prior years' memos.

METHODOLOGY

The amount available for lease is calculated as the Total Supply – Forecast Demand – Carryover Target.

The Total Supply available is the sum of the 2023 quota (3,428.5 acre-feet) and remaining carryover storage (899.8 acre-feet) or 4,328.3 acre-feet, based on YTD reporting

The Forecast Demand, consistent with past year's methodology, is calculated as 110% of 2022 C-BT transfers to the Carter Lake Plant. 2022 transfers totaled 2,370 acre-feet resulting in a forecast demand of 2,607 acre-feet.

The Carryover Target, again consistent with past years' methodology, is calculated as 0.22 acre-feet per unit less the 10% charged by Northern, or $0.22 \times (5,429) - 10\%$ is approximately, 1,075 acre-feet.

Therefore, the estimated amount available for lease is:

Quantity	Amount	
Total Supply	4,328	acre-feet
Forecast Demand	-2,607	acre-feet
Carryover Target	-1,075	acre-feet
Available for Lease	646	acre-feet

RECOMMENDATION

We recommend that staff be authorized to lease up to 646 acre-feet in water year 2023 based on currently available information.

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.c

Consent Agenda

Meeting Date: May 10, 2023

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 23-54: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACCEPTING A GRANT OF PERMANENT EASEMENT FROM L.G. EVERIST, INCORPORATED FOR THE INSTALLATION, OPERATION, MAINTENANCE AND REPAIR OF A WATER STORAGE RESERVOIR TO BE KNOWN AS THE FIRESTONE PIT; AND APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND L.G. EVERIST FOR SUCH EASEMENT

RECOMMENDATION

Staff recommends approval of Resolution 23-54, authorizing the execution of the Easement Agreement between the Town of Firestone and L.G. Everist, Inc.

SUMMARY

This easement will grant the Town a permanent easement to install, construct, operate, and maintain the Firestone Pit within the Easement Property.

The Town of Firestone purchased Firestone Pit (Firestone Reservoir No. 3) from L.G. Everist in August of 2022, and L.G. Everist is actively mining the land. Upon mining completion of the Firestone Pit, a portion of the resulting water storage reservoir, approximately two (2) acres in size lying south of Weld County Road 26 3/4, outside and adjacent to the Property, will extend across a southeasterly portion of the Easement Property.

FINANCIAL CONSIDERATIONS

None at this time

HISTORY AND PREVIOUS BOARD ACTION

On August 10, 2022, the Board of Trustees approved Resolution 22-98 for the Purchase and Sale Agreement with LG Everist, Inc. for the purchase of the Firestone Pit Property.

The Town acquired the following water assets:

1. Ownership of the land containing the water storage reservoir is being developed through continued gravel mining by LG Everist, Inc. through 2031. Estimated storage capacity of 6,000 acre-feet and a minimum storage capacity of 5,400 acre-ft.
2. 3 and 1/6 shares of Last Chance Ditch Company water rights.

ATTACHMENTS

1. Res 23-54 LG Everist Easement Res
2. FINAL LGE-Firestone Easement Agreement 230502 LGE Signed

RESOLUTION NO. 23-54

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACCEPTING A GRANT OF PERMANENT EASEMENT FROM L.G. EVERIST, INCORPORATED FOR THE INSTALLATION, OPERATION, MAINTENANCE AND REPAIR OF A WATER STORAGE RESERVOIR TO BE KNOWN AS THE FIRESTONE PIT; AND APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND L.G. EVERIST FOR SUCH EASEMENT

WHEREAS, L.G. Everist, Inc. (“L.G. Everist”) owns certain real property located in part of the Northwest ¼ of the Northeast ¼ of Section 32, Township 3 North, Range 67 West, 6th P.M. Weld County, Colorado (“Strip Parcel”); and

WHEREAS, the Town of Firestone (“Town”) owns certain real property located in Section 32, Township 3 North, Range 67 West, 6th P.M. Weld County, Colorado (the “Property”); and

WHEREAS, L.G. Everist is in the process of mining sand, gravel, and aggregate from a site located on the Property and developing thereon a water storage reservoir known as the “Firestone Pit;” and

WHEREAS, upon completion of the Firestone Pit, a portion of the resulting water storage reservoir, approximately two (2) acres in size lying south of Weld County Road 26 3/4, outside and adjacent to the Property, will extend over, across, upon, and into a southeasterly portion of the Strip Parcel (“Easement Property”); and

WHEREAS, the Town desires to obtain from L.G. Everist, and L.G. Everist desires to grant to the Town, a permanent easement on, over, under and across the Easement Property for the purpose of installing, constructing, operating and maintaining the Firestone Pit within the Easement Property.

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

Section 1. The Board of Trustees accepts the grant of a permanent easement from L.G. Everist to the Town to use a strip of land owned by L.G. Everist, as described in Exhibit A, which is attached hereto and made a part of this resolution, for constructing, operating, maintaining, and repairing the Firestone Pit and associated appurtenances on said strip of land, for the purpose of water storage.

Section 2. The Board of Trustees authorizes and approves the Easement Agreement between L.G. Everist, Inc. and the Town of Firestone in substantially the same form as the copy attached hereto as Exhibit B. The Mayor is authorized to execute the agreement on behalf of the Town

INTRODUCED, READ AND ADOPTED this 10th day of May, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi K. Bashor, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is made and entered into this ___ day of May, 2023 by and between L.G. Everist, Incorporated, a South Dakota corporation whose address is 7321 East 88th Avenue, Suite 200, Henderson, Colorado 80640 (“Grantor”) and Town of Firestone, a Colorado municipal corporation, acting by and through its Town of Firestone Water Activity Enterprise organized and existing as a water activity enterprise under C.R.S. § 37-45.1-101 *et seq.*, whose address is 9950 Park Avenue, Firestone, Colorado 80520 (“Grantee”). Grantor and Grantee may be referred to herein collectively as “Parties” or individually as “Party.”

RECITALS

WHEREAS, Grantee owns certain real property located in Section 32, Township 3 North, Range 67 West, 6th P.M. Weld County, Colorado as more particularly depicted on **Exhibit A**, attached hereto and incorporated herein (the “Property”); and

WHEREAS, Grantor owns a certain parcel of land partially located in the NE/4NE/4 of in Section 32, Township 3 North, Range 67 West, 6th P.M. Weld County, Colorado as more particularly depicted on **Exhibit B** attached hereto and incorporated herein (the “Strip Parcel”); and

WHEREAS, Grantor is in the process of mining sand, gravel, and aggregate from a site located on the Property and developing thereon a water storage reservoir known as the “Firestone Pit” with an anticipated completion date on or before December 31, 2031; and

WHEREAS, upon completion of the Firestone Pit, a portion of the resulting water storage reservoir will extend over, across, upon, and into a southeasterly portion of the Strip Parcel, with said encroachment being approximately two (2) acres in size lying south of Weld County Road 26 3/4, outside and adjacent to the Property, as more particularly described in this Agreement; and

WHEREAS, as a result of such encroachment, Grantor desires to convey to Grantee an exclusive easement over, upon, and across the Strip Parcel to accommodate the development and completion of the Firestone Pit and Grantee’s perpetual use thereof, preliminarily described and depicted as the cross-hatched area on **Exhibit B** (the “Easement Area”), attached hereto and incorporated herein; and

NOW, THEREFORE, in consideration of the mutual promises of the Parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **INCORPORATION.** The above Recitals are incorporated into this Agreement as if fully set forth herein.

2. **GRANT OF EXCLUSIVE EASEMENT.** Grantor hereby sells, conveys, transfers, and delivers to Grantee, a perpetual, exclusive, permanent easement, with all appurtenances thereto, including the right of ingress and egress, for the sole use and benefit of Grantee, over, across and upon that portion of the Strip Parcel identified as the “Easement Area”, and as more particularly and preliminarily described and shown as the cross-hatched area on **Exhibit B**, for the purposes of accommodating the development and completion of the Firestone Pit and Grantee’s perpetual use thereof, including installing, constructing, inspecting, maintaining, repairing, replacing, operating, using and accessing the Firestone Pit water storage reservoir and all appurtenances thereto for Grantee’s use and enjoyment of the water stored therein subsequent to the completion of said Firestone Pit.
3. **SURVEY OF EASEMENT AREA.** The Parties hereby acknowledge and agree that the Easement Area depicted on **Exhibit B** hereto is preliminary, and that the final legal description therefor will be determined by a survey to be completed by Grantee within six (6) months of Grantor’s completion of its mining activities on the Property and completion of the Firestone Pit water storage reservoir on or before December 31, 2031. Grantee hereby agrees that upon completion of the Firestone Pit and the location and installation of all infrastructure related thereto within the Easement Area, Grantee shall, at its own cost and expense, cause to be completed a survey of said Easement Area (“Survey”). A copy of said Survey shall be provided to Grantor, and Grantee shall record a copy of the Survey in the records of Weld County, Colorado with reference to this Agreement and it shall be made a part hereof.
4. **CONSIDERATION.** Consideration for this Agreement is hereby acknowledged in the form of the mutual obligations and promises contained in that certain Purchase and Sale Agreement dated August 10, 2022, as amended, executed by and among the Parties and other good and valuable consideration.
5. **WARRANTY.**
 - A. Grantor hereby warrants that it holds good and marketable title to the Strip Parcel and Easement Area and has the full right and lawful authority to grant the easement described herein. Further, Grantor agrees to defend Grantee in the exercise of Grantee’s rights hereunder against any defect in Grantor’s title to the Strip Parcel or Easement Area against any person or entity whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, and subject to Paragraph 7 herein.
 - B. Grantor hereby warrants and represents to Grantee that the consideration paid for this Easement includes a full and final release, discharge and satisfaction, by Grantor and in favor of Grantee, its officers, employees, contractors and representatives, for all claims of compensation, damages, expenses, losses and injuries resulting from or related to the Grantee’s acquisition of the desired Easement. Grantor expressly releases, discharges and waives: a) any right of adjustment to the consideration paid by Grantee

under C.R.S. § 38-1-114 or otherwise; b) interest under C.R.S. § 38-1-116 or otherwise; c) costs under C.R.S. § 38-1-121, C.R.S. §13-16-101, et seq., C.R.C.P. 54(d) or otherwise; d) any alleged damages to other remainder property owned or claimed by Grantor outside the Easement Area; and (e) attorney fees under C.R.S. § 38-1-122, C.R.S. § 13-17-101 et seq. or otherwise. Notwithstanding the foregoing, nothing herein shall be deemed a waiver of Grantor's rights with respect to limitations of liability to third parties engaging in recreational opportunities on the Strip Parcel or Easement Area pursuant to C.R.S. § 33-41-103.

6. RESTORATION. After conducting any activities on the Strip Parcel, including ingress and egress described herein, Grantee shall be responsible for restoring the Strip Parcel (excluding the Easement Area) as nearly as reasonably practicable to its condition immediately prior to performance of such activities, at the sole expense of the Grantee.
7. ENCUMBRANCES, RESTRICTIONS AND LIMITATIONS. This Agreement is made subject to any and all prior grants or conveyances of rights of way, easements, ditches, roads, leases, contracts, liens, encumbrances, agreements, reservations and exceptions now of record or otherwise affecting the Strip Parcel and Easement Area being the subject of this Agreement.
8. SEVERABILITY. The provisions of this Agreement are severable. Illegality or unenforceability of any provision herein shall not affect the validity or enforceability of the remaining provisions in this Agreement.
9. WAIVER. The failure of either Party to insist, in any one or more instances, upon a strict performance of any of the obligations, covenants, or agreements herein contained, or the failure of either Party any one or more instances to exercise any option, privilege, or right herein contained, shall in no way be constructed to constitute a waiver, relinquishment or release of such obligations, covenants, or agreements, and no forbearance by either Party of any default hereunder shall in any manner be constructed as constituting a waiver of such default.
10. AMENDMENT. This Agreement may be modified, amended, changed or terminated in whole or in part only by mutual agreement in writing, duly authorized and executed by the Parties hereto, their successors and assigns.
11. GOVERNING LAW. This Agreement and its application shall be construed in accordance with the laws of the State of Colorado. Venue for any dispute arising under this Agreement shall be proper in and for the District Court in and for the County of Weld, State of Colorado, 19th Judicial District.

12. COMPLETE AGREEMENT. This Agreement represents the complete agreement of the Parties and no oral modification shall be effective. Any amendments or additions to the Agreement shall be made in writing and shall be signed by the parties hereto.
13. BINDING AFFECT. This Agreement is binding on the Parties hereto, their heirs, successors, personal representatives and assigns. The rights and responsibilities set forth in this Easement are intended to be covenants upon the Easement Area and are to run with the land.
14. RECORDING. Grantee shall cause this Agreement to be recorded in the public land records at the office of the Weld County Clerk and Recorder.
15. AUTHORITY. Grantee and Grantor hereby warrant and represent that it has the full right and lawful authority to enter into this Agreement and has taken all actions required to make this Agreement binding on itself.
16. HEADINGS FOR CONVENIENCE ONLY. Paragraph headings and titles contained herein are intended for convenience and reference only and are not intended to define or limit the scope or intent of any provision of this Agreement.
17. MECHANIC'S LIENS. In no event shall Grantor or Grantee allow any mechanic's or materialmen's liens to attach against the Strip Parcel or Easement Area for materials supplied or work performed at the request of, or for the benefit of, Grantor or Grantee.
18. COMPLIANCE WITH LAWS. The Parties shall comply with all federal, state, and local statutes, ordinances, rules, regulations, and orders in connection with their use of the Easement Area.
19. COUNTERPARTS. This Agreement may be executed and delivered in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which shall constitute one and the same instrument.
20. NO RIGHTS IN PUBLIC GENERALLY. The easement and the rights created, reserved, granted and established in this Agreement do not, are not intended to, and shall not be construed to create any easements, rights or privileges in and for the benefit of the general public, or any other third-party beneficiaries.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date set forth above:

GRANTOR:

L.G. Everist, Incorporated,
a South Dakota corporation



By: Matthew Noteboom

Its: Vice President-Mountain Division

STATE OF COLORADO)
)
COUNTY OF WELD)

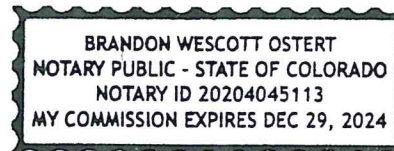
Acknowledged before me this 2nd day of May, 2023, by Mathew Noteboom as Vice President-Mountain Division of L.G. Everist, Incorporated..

WITNESS my hand and official seal.

My Commission Expires: 12/29/2024



Notary Public



GRANTEE:

Town of Firestone, Colorado

By: Drew Alan Peterson, Mayor

STATE OF COLORADO)
)
COUNTY OF WELD)

Acknowledged before me this ____ day of _____, 2023, by Drew Alan Peterson
as Mayor of the Town of Firestone..

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

A Tract of land, being part of Section Thirty-two (32), Township Three North (T.3N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, consisting of the following Three (3) parcels of land:

(1) That portion of the West Half (W1/2) of said Section 32 lying Southerly of the centerline of Weld County Road 26 3/4 and lying Northerly of that parcel of land described in that Special Warranty Deed recorded December 26, 2018 at Reception No. 4455853 of the records of the Weld County Clerk and Recorder and lying Easterly of the following described line:

COMMENCING at the Southwest corner of said Section 32 and assuming the West line of the Southwest Quarter (SW1/4) of said Section 32, being monumentalized by a #6 rebar with a mostly illegible 2" diameter aluminum cap stamped "LS 2067?" at the South end and by a #6 rebar with a 2 1/2" diameter aluminum cap stamped "LS24670, 1995" at the North end, as bearing North 00°20'34" West, a distance of 2616.50 feet, with all other bearings contained herein relative thereto;

The following Four (4) courses and distances are along the West and Northerly lines of said parcel of land described in said Special Warranty Deed with Reception No. 4455853:

THENCE North 00°20'34" West along the West line of the Southwest Quarter (SW1/4) of said Section 32 a distance of 245.20 feet to the intersection with the approximate centerline of the Sidehill Ditch;

The following Three (3) courses and distances are along the approximate centerline of said Sidehill Ditch:

THENCE North 75°09'26" East a distance of 81.06 feet to a Point of Curvature (PC);

THENCE along the arc of a curve which is concave to the South a distance of 186.91 feet to a Point of Tangency (PT), said curve having a radius of 200.00 feet, a central angle of 53°32'46" and a long chord bearing South 78°04'11" East a distance of 180.18 feet:

THENCE South 51°17'48" East a distance of 70.36 feet to the POINT OF BEGINNING of said line;

THENCE departing from the approximate centerline of said Sidehill Ditch, and also departing from the Northerly lines of said parcel of land described in said Special Warranty Deed with Reception No. 4455853,

North 29°41'37" East a distance of 433.96 feet;

THENCE North 04°22'40" East a distance of 932.88 feet;

THENCE North 09°33'23" East a distance of 855.87 feet;

THENCE North 03°03'45" East a distance of 545.57 feet to a Point of Curvature (PC);

THENCE along the arc of a curve, which is concave to the West, a distance of 515.76 feet to a Point of Tangency (PT), said curve having a radius of 7,000.00 feet, a central angle of 04°13'18" and a long chord bearing North 00°57'07" East a distance of 515.64 feet;

THENCE North 01°09'32" West a distance of 318.46 feet to the centerline of said Weld County Road 26 3/4, said point being the POINT OF TERMINATION of said line.

TOGETHER WITH:

(2) The West Half of the Southeast Quarter (W1/2 SE1/4) of said Section 32 lying Northerly and Westerly of said parcel of land described in said Special Warranty Deed with Reception No. 4455853.

TOGETHER WITH:

(3) The Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of said Section 32 and the South Half of the Northwest Quarter of the Northeast Quarter (S1/2 NW1/4 NE1/4) of said Section 32, except said parcel of land described in said Special Warranty Deed with Reception No. 4455853 and except that parcel of land described in that Special Warranty Deed recorded December 26, 2018 as Reception No. 4455852 of the records of the Weld County Clerk and Recorder.

THE ABOVE THREE (3) PARCELS OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at the Southwest corner of said Section 32 and assuming the West line of the Southwest Quarter (SW1/4) of said Section 32, being monumentalized by a #6 rebar with a mostly illegible 2" diameter aluminum cap stamped "LS 2067?" at the South end and by a #6 rebar with a 2 1/2" diameter aluminum cap stamped "LS24670, 1995" at the North end, as bearing North 00°20'34" West, a distance of 2616.50 feet, with all other bearings contained herein relative thereto;

The following Four (4) courses and distances are along the West and Northerly lines of that parcel of land described in that Special Warranty Deed recorded December 26, 2018 as Reception No. 4455853 of the records of the Weld County County Clerk and Recorder:

THENCE North 00°20'34" West along the West line of the Southwest Quarter (SW1/4) of said Section 32 a distance of 245.20 feet to the intersection with the approximate centerline of the Sidehill Ditch:

The following Three (3) course and distances are along the approximate centerline of the Sidehill Ditch:

THENCE North 75°09'26" East a distance of 81.06 feet to a Point of Curvature (PC);

THENCE along the arc of a curve which is concave to the South a distance of 186.91 feet to a Point of Tangency (PT), said curve having a radius of 200.00 feet, a central angle of 53°32'46" and a long chord bearing South 78°04'11" East a distance of 180.18 feet;

THENCE South 51°17'48" East a distance of 70.36 feet to the POINT OF BEGINNING;

THENCE departing from the approximate centerline of said Sidehill Ditch, and also departing from the Northerly lines of said parcel of land described in said Special Warranty Deed with Reception No. 4455853, North 29°41'37" East a distance of 433.96 feet;

THENCE North 04°22'40" East a distance of 932.88 feet;

THENCE North 09°33'23" East a distance of 855.87 feet;

THENCE North 03°03'45" East a distance of 545.57 feet to a Point of Curvature (PC);

THENCE along the arc of a curve, which is concave to the West, a distance of 515.76 feet to a Point of Tangency (PT), said curve having a radius of 7,000.00 feet, a central angle of 04°13'18" and a long chord bearing North 00°57'07" East a distance of 515.64 feet;

THENCE North 01°09'32" West a distance of 318.46 feet to the centerline of Weld County Road 26 3/4;

The following Three (3) courses and distances are along said centerline of said Weld County Road 26 3/4;

THENCE North 60°36'31" East a distance of 1918.80 feet;

THENCE North 79°45'07" East a distance of 139.06 feet;

THENCE South 70°05'48" East a distance of 15.95 feet to the West line of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of said Section 32;

THENCE South 00°57'40" East along said West line of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of said Section 32 a distance of 76.61 feet to the Center-North-North Sixty-fourth (C-N-N1/64) corner of said Section 32;

THENCE South 89°54'03" East along the North line of the South Half of the Northwest Quarter of the Northeast Quarter (S1/2 NW1/4 NE1/4) of said Section 32 a distance of 117.49 feet to the Northwestern line of that parcel of land described in that Special Warranty Deed recorded December 26, 2018 as Reception No. 4455852 of the records of the Weld County Clerk and Recorder;

The following Three (3) courses and distances are along the Northwestern, Westerly and Southeasterly lines of said parcel of land described in said Special Warranty Deed with Reception No. 4455852:

THENCE South 29°41'37" West a distance of 230.40 feet to said West line of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of said Section 32;

THENCE South 00°57'40" East along said West line of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of said Section 32 a distance of 392.26 feet;

THENCE North 29°41'37" East a distance of 658.43 feet to a point being Twenty (20) feet, as measured at a right angle, South of the North line of the South Half of the Northwest Quarter of the Northeast Quarter (S1/2 NW1/4 NE1/4) of said Section 32, said point being a Southwesterly corner of said parcel of land described in said Special Warranty Deed with Reception No. 4455853;

The following Thirty-two (32) courses and distances are along the Southerly, Westerly, Northwesterly and Northerly lines and curves of said parcel of land described in said Special Warranty Deed with Reception No. 4455853:

THENCE South 89°54'03" East along a line being Twenty (20) feet, as measured at a right angle, South of and parallel with the North line of the South Half of the Northwest Quarter of the Northeast Quarter (S1/2 NW1/4 NE1/4) of said Section 32 a distance of 948.58 feet to a point being Fifty (50) feet, as measured at a right angle, West of the East line of the West Half of the Northeast Quarter (W1/2 NE1/4) of said Section 32;

THENCE South 00°46'26" East along a line being Fifty (50) feet, as measured at a right angle, West of and parallel with the East line of the West Half of the Northeast Quarter (W1/2 NE1/4) of said Section 32 a distance of 1971.87 feet;

THENCE South 00°40'59" East along a line being Fifty (50) feet, as measured at a right angle, West of and parallel with the East line of the West Half of the Southeast Quarter (W1/2 SE1/4) of said Section 32 a distance of 1023.74 feet to the intersection with the approximate centerline of the Sidehill Ditch;

The following Eighteen (18) courses and distances are along the approximate centerline of the Sidehill Ditch:

THENCE South 47°31'25" West a distance of 64.93 feet;

THENCE South 53°56'58" West a distance of 122.64 feet;

THENCE South 46°32'39" West a distance of 93.33 feet to a Point of Curvature (PC);

THENCE along the arc of a curve which is concave to the Southeast a distance of 100.05 feet to a Point of Tangency (PT), said curve having a radius of 175.00 feet, a central angle of 32°45'24" and a long chord bearing South 30°09'57" West a distance of 98.69 feet;

THENCE South 13°47'15" West a distance of 330.75 feet to a Point of Curvature (PC);

THENCE along the arc of a curve which is concave to the Northwest a distance of 53.36 feet to a Point of Tangency (PT), said curve having a radius of 150.00 feet, a central angle of 20°22'59" and a long chord bearing South 23°58'44" West a distance of 53.08 feet;

THENCE South 34°10'13" West a distance of 177.12 feet to a Point of Curvature (PC);

THENCE along the arc of a curve which is concave to the Northwest a distance of 108.53 feet to a Point of Reverse Curvature (PRC), said curve having a radius of 150.00 feet, a central angle of 41°27'17" and a long chord bearing South 54°53'52" West a distance of 106.18 feet;

THENCE along the arc of a curve which is concave to the Southeast a distance of 54.78 feet to a Point of Reverse Curvature (PRC), said curve having a radius of 100.00 feet, a central angle of $31^{\circ}23'08''$ and a long chord bearing South $59^{\circ}55'57''$ West a distance of 54.10 feet;

THENCE along the arc of a curve which is concave to the Northwest a distance of 165.28 feet to a Point of Reverse

Curvature (PRC), said curve having a radius of 500.00 feet, a central angle of $18^{\circ}56'23''$ and a long chord bearing South $53^{\circ}42'34''$ West a distance of 164.53 feet;

THENCE along the arc of a curve which is concave to the Southeast a distance of 120.52 feet to a Point of Reverse Curvature (PRC), said curve having a radius of 150.00 feet, a central angle of $46^{\circ}02'11''$ and a long chord bearing South $40^{\circ}09'39''$ West a distance of 117.31 feet;

THENCE along the arc of a curve which is concave to the Northwest a distance of 350.81 feet to a Point of Compound Curvature (PCC), said curve having a radius of 700.00 feet, a central angle of $28^{\circ}42'52''$ and a long chord bearing South $31^{\circ}30'00''$ West a distance of 347.15 feet;

THENCE along the arc of a curve which is concave to the North a distance of 84.01 feet to a Point of Tangency (PT), said curve having a radius of 90.00 feet, a central angle of $53^{\circ}29'06''$ and a long chord bearing South $72^{\circ}35'58''$ West a distance of 81.00 feet;

THENCE North $80^{\circ}39'29''$ West a distance of 52.25 feet to a Point of Curvature (PC);

THENCE along the arc of a curve which is concave to the South a distance of 22.71 feet to a Point of Tangency (PT), said curve having a radius of 100.00 feet, a central angle of $13^{\circ}00'52''$ and a long chord bearing North $87^{\circ}09'55''$ West a distance of 22.67 feet;

THENCE South $86^{\circ}19'39''$ West a distance of 100.70 feet to a Point of Curvature (PC);

THENCE along the arc of a curve which is concave to the Southeast a distance of 158.51 feet to a Point of Tangency (PT), said curve having a radius of 160.00 feet, a central angle of $56^{\circ}45'40''$ and a long chord bearing South $57^{\circ}56'49''$ West a distance of 152.10 feet;

THENCE South $29^{\circ}33'59''$ West a distance of 103.68 feet to a point being Fifty (50) feet, as measured at right angle, North of the South line of the Southwest Quarter (SW1/4) of said Section 32;

THENCE departing from the approximate centerline of said Sidehill Ditch and North $89^{\circ}41'24''$ West along a line being Fifty (50) feet, as measured at a right angle, North of and parallel with the South line of the Southwest Quarter (SW1/44) of said Section 32 a distance of 809.41 feet to intersect again with the approximate centerline of said Sidehill Ditch, said point being the beginning of a curve, said curve being non-tangent to aforesaid line;

The following Six (6) courses and distances are along the approximate centerline of the Sidehill Ditch:

THENCE along the arc of said curve which is concave to the Northeast a distance of 116.11 feet to a Point of Tangency (PT), said curve having a radius of 1100.00 feet, a central angle of 06°02'52" and a long chord bearing North 69°03'14" West a distance of 116.06 feet;

THENCE North 66°01'48" West a distance of 155.96 feet to a Point of Curvature (PC);

THENCE along the arc of a curve which is concave to the Southwest a distance of 93.00 feet to a Point of Reverse Curvature (PRC), said curve having a radius of 200.00 feet, a central angle of 26°38'30" and a long chord bearing North 79°21'03" West a distance of 92.16 feet;

THENCE along the arc of a curve which is concave to the North a distance of 126.31 feet to a Point of Reverse Curvature (PRC), said curve having a radius of 1300.00 feet, a central angle of 05°34'01" and a long chord bearing North 89°53'18" West a distance of 126.26 feet;

THENCE along the arc of a curve which is concave to the Southeast a distance of 72.30 feet to a Point of Reverse Curvature (PRC), said curve having a radius of 100.00 feet, a central angle of 41°25'27" and a long chord bearing South 72°10'59" West a distance of 70.73 feet;

THENCE along the arc of said curve which is concave to the Northwest a distance of 173.23 feet to a point being Fifty (50) feet, as measured at a right angle, North of the South line of the Southwest Quarter (SW1/4) of said Section 32, said curve having a radius of 1100.00 feet, a central angle of 09°01'23" and a long chord bearing South 55°58'57" West a distance of 173.05 feet;

THENCE departing from the approximate centerline of said Sidehill Ditch and North 89°41'24" West along a line being Fifty (50) feet, as measured at a right angle, North of and parallel with the South line of the Southwest Quarter (SW1/4) of said Section 32 a distance of 537.56 feet to intersect again with the approximate centerline of said Sidehill Ditch, said point being the beginning point of a curve, said curve being non-tangent to aforesaid line;

THENCE along the arc of said curve which is concave to the Northeast a distance of 106.75 feet to a Point of Tangency (PT), said curve having a radius of 375.00 feet, a central angle of 16°18'37" and a long chord bearing North 52°59'25" West a distance of 106.39 feet;

THENCE North 44°50'06" West a distance of 74.66 feet;

THENCE North 51°17'48" West a distance of 32.42 feet to the POINT OF BEGINNING,

County of Weld,
State of Colorado.

EXHIBIT B
STRIP PARCEL and EASEMENT AREA

EXHIBIT A
(1 of 2)
PROPERTY DESCRIPTION

A strip of land, Two Hundred (200) feet in width, being part of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section Thirty-two (32), Township Three North (T.3N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, and being more particularly described as follows:

COMMENCING at the Center-North Sixteenth (C-N1/16) corner of said Section 32 and assuming the West line of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of said Section 32, being monumentalized by a #6 rebar with a 3 ¼" diameter aluminum cap stamped "LS34995, 2006" at the South end and by a #6 rebar with a 2 ½" diameter aluminum cap stamped "LS 23500, 2002" at the North end, as bearing North 00°57'40" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 1326.54 feet, with all other bearings contained herein relative thereto;

THENCE North 00°57'40" West along the West line of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of said Section 32 a distance of 70.80 feet to the Southeast line of that Two Hundred (200) foot wide strip of land described as Parcel No. 17 in that Quit Claim Deed recorded March 19, 1997 as Reception No. 2538622 of the records of the Weld County Clerk and Recorder and also described in that Warranty Deed recorded April 20, 1909 in Book 300 at Page 469 of the records of the Weld County Clerk and Recorder, said point being the **POINT OF BEGINNING**;

THENCE continuing North 00°57'40" West along the West line of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of said Section 32 a distance of 392.26 feet to the Northwest line of said Two Hundred (200) foot wide strip of land;

THENCE North 29°41'37" East along the Northwest line of said Two Hundred (200) foot wide strip of land a distance of 230.40 feet to the North line of the South Half of the Northwest Quarter of the Northeast Quarter (S1/2 NW1/4 NE1/4) of said Section 32;

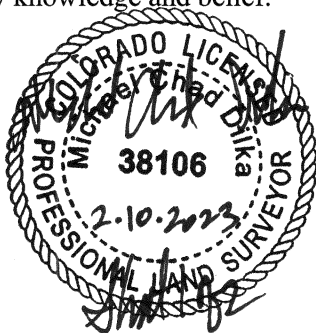
THENCE South 89°54'03" East along the North line of the South Half of the Northwest Quarter of the Northeast Quarter (S1/2 NW1/4 NE1/4) of said Section 32 a distance of 230.01 feet to the Southeast line of said Two Hundred (200) foot wide strip of land;

THENCE South 29°41'37" West along the Southeast line of said Two Hundred (200) foot wide strip of land a distance of 681.44 feet to the **POINT OF BEGINNING**.

Said described strip of land contains 91,184 sq. ft. or 2.093 acres, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

SURVEYORS STATEMENT

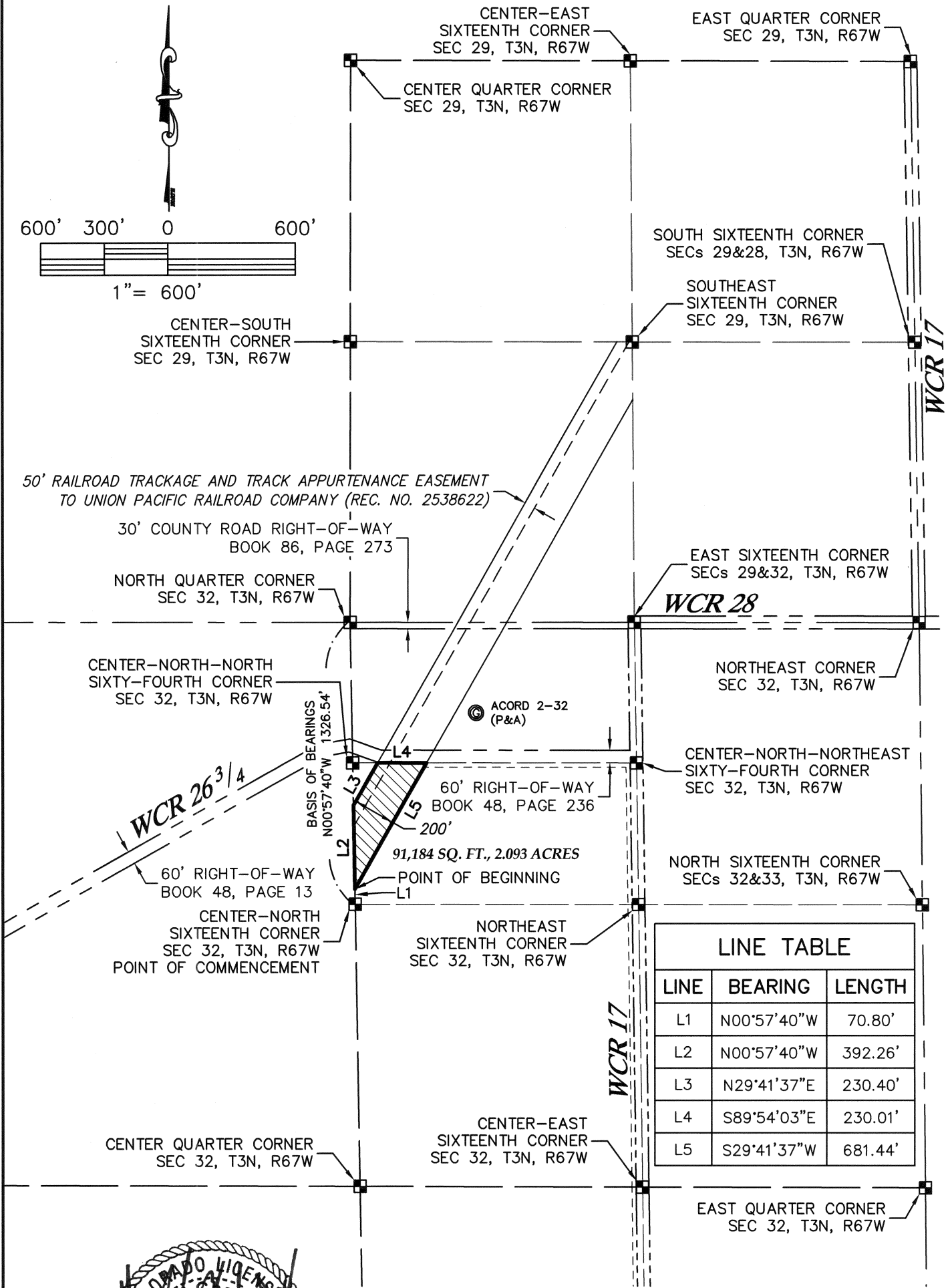
I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20160655



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°57'40\"W	70.80'
L2	N00°57'40\"W	392.26'
L3	N29°41'37\"E	230.40'
L4	S89°54'03\"E	230.01'
L5	S29°41'37\"W	681.44'



NOTE: This exhibit drawing is not intended to be a monumentalized land survey. It's sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

Michael Chad Dilka – on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106



KING SURVEYORS

650 East Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
www.kingsurveyors.com

PROJECT NO:20160655
DATE: 2/10/2023
CLIENT: LG EVERIST
DWG: 20160655TOWN-ESMT
DRAWN: MCD CHECKED: MCD

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.d

Consent Agenda

Meeting Date: May 10, 2023

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 23-55: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN ALLOCATION OF COSTS AND REIMBURSEMENT OF EXPENSES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE LAST CHANCE DITCH COMPANY

RECOMMENDATION

Staff recommends approval of Resolution 23-55, authorizing the execution of the agreement for the allocation of costs and reimbursement of expenses between the Town of Firestone and the Last Chance Ditch Company and authorizing staff to expend funds.

SUMMARY

This agreement will reimburse the Last Chance Ditch Company for administrative, legal, and engineering expenses incurred at the Town's request per the Last Chance Ditch Company bylaws.

The Town has requested records and reports from the Last Chance Ditch Company associated with the change case for Firestone's shares of Last Chance Ditch in Division One Water Court. The agreement includes a \$5,000 deposit to cover initial direct costs, followed by monthly billing of costs incurred due to informational requests made by the Town.

FINANCIAL CONSIDERATIONS

The agreement is for a deposit of \$5,000.00 and will be paid from the Town of Firestone Water Activity Enterprise Fund.

HISTORY AND PREVIOUS BOARD ACTION

On January 11, 2023, the Board of Trustees approved Resolution 23-14 for the filing of the water court application for Firestone Reservoir No. 3 to change the designated use of water shares of the Last Chance Ditch Company in Division One Water Court.

ATTACHMENTS

1. Res No 23-55 Last Chance Ditch Company Caitlin Reimbursement
2. Costs Reimbursment Agreement-Last Chance Ditch Company

RESOLUTION NO. 23-55

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING AN ALLOCATION OF COSTS
AND REIMBURSEMENT OF EXPENSES AGREEMENT BETWEEN THE
TOWN OF FIRESTONE AND THE LAST CHANCE DITCH COMPANY**

WHEREAS, the Town of Firestone (“Town”) obtained 3.1667 shares (“Firestone Shares”) in the Last Chance Ditch which it desires to change in Water Court from its decreed purpose of agricultural irrigation to uses for the Town; and

WHEREAS, the Last Chance Ditch Company’s Bylaws require that the Town make a written application to the Company’s Board of Director’s before it can proceed with a change case for the Firestone Shares in Water Court (“Catlin Application”); and

WHEREAS, prior to submitting the Caitlin Application the Town has requested assistance from the Last Chance Ditch Company (“Company”) for access to Company records and reports which will assist the Town in its Catlin Application; and

WHEREAS, as the Towns request will require the Company to incur administrative, engineering and legal expenses it is appropriate for the Town to reimburse the Company for such costs as set forth in an Agreement between the parties.

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

The Agreement for the Allocation of Costs and Reimbursement of Expenses between the Town of Firestone and the Last Chance Ditch Company is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 10th day of May, 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

AGREEMENT
FOR THE ALLOCATION OF COSTS AND REIMBURSEMENT OF EXPENSES

THIS AGREEMENT FOR THE REIMBURSEMENT OF EXPENSES ("Agreement") is made effective as of the 10th day of May, 2023, by and among the LAST CHANCE DITCH COMPANY ("Company"), TOWN OF FIRESTONE, a Colorado municipal corporation ("Firestone"). These parties may collectively be referred to as "the Parties."

RECITALS

- A. The Company operates an irrigation distribution system in Weld County.
- B. Water rights decreed to the Last Chance Ditch were originally decreed for agricultural irrigation purposes. Firestone recently obtained 3.1667 shares in the Last Chance Ditch ("Firestone Shares") and intends to change the Firestone Shares in Water Court for its uses.
- C. Pursuant to the Company Bylaws, Firestone must make written application to the Company's Board of Directors before it can proceed with a change case for the Firestone Shares in the Water Court ("Catlin Application").
- D. Before submitting a Catlin Application, Firestone has requested that the Company provide additional information to assist Firestone in preparing its Catlin Application.
- E. This Agreement will allow Firestone to work with representatives of the Company to obtain access to certain records and reports of the Company. Firestone acknowledges that this will require the Company to dedicate legal, engineering, and staff time and, as a result, the Company will incur certain costs.
- F. Firestone desires and intends to reimburse the Company for such costs pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals, the Parties hereto mutually agree as follows:

- 1. **Incorporation.** The Recitals set forth above are accurate and are incorporated into this Agreement.
- 2. **Term; Termination.** This Agreement shall commence the latest date upon which all parties have signed this Agreement ("Effective Date"). This Agreement may be terminated by any party at any time, upon provision of thirty (30) days' notice in writing to the other parties and payment of all outstanding expenses to the Company. This Agreement shall automatically terminate at the time Firestone submits a Catlin Application to the Company. Firestone shall pay any outstanding invoices arising under this Agreement within thirty (30) days of submission of the Catlin Application or receipt of the final invoice, whichever is later. Costs incurred after the date of termination of this Agreement shall be paid in accordance with the

Company's Bylaws.

3. Reimbursement of Direct Costs. Firestone shall reimburse the Company for all "Direct Costs" incurred by the Company on Firestone's behalf in connection with informational requests made by Firestone. Such Direct Costs shall include, but are not limited to: administrative services, such as researching, compiling, and/or copying Company's records; and/or compensation to employees and Board members who provide technical and informational services, such as verbal or written operational and water rights administration information; and legal and/or engineering expenses incurred by the Company.
4. Deposit and Payment. To cover the initial Direct Costs, Firestone shall make a deposit with the Company of \$5,000. The Company shall submit to Firestone monthly invoices ("Monthly Invoice") detailing Direct Costs incurred by the Company for the prior month. If the initial deposit is fully drawn down prior to Firestone's submittal of a Catlin Application, Firestone shall reimburse the Company within thirty (30) days of receipt of any Monthly Invoice for the total amount due. In the event that there is a balance remaining on the initial deposit at the time that Firestone submits a Catlin Application to the Company after payment of all invoices for Direct Costs arising under this Agreement, the Company shall recognize the remaining balance as a credit towards any additional deposit the Company may request from Firestone pursuant to its Bylaws.
5. Use of Information. The Parties agree that the information contemplated to be provided to Firestone under the terms of this Agreement will be of the type necessary to the development of the Catlin Application and, subsequently, an application for a change of water rights for the Firestone Shares in Water Court. The Company may deny any request for information to the extent providing that information to Firestone is not authorized under the Company's Bylaws, rules, regulations, policies, any other applicable law, or that would result in the breach of any legal privilege or protection otherwise available to the Company.
6. Notices. Any notice or other communication given pursuant hereto relating to this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date and at the time of delivery if delivered personally to the party to whom notice is given at the address specified below; or (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the party to whom notice is given at the address specified below; or (iii) on the date of delivery or attempted delivery shown on the return receipt if mailed to the party to whom notice is to be given by first-class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed as specified below; or (iv) on the date and at the time shown on the facsimile or electronic mail message if telecopied or e-mailed to the number or address specified below and receipt of such telecopy or electronic mail message is acknowledged:

If to the Company, to:

Last Chance Ditch Company
P.O. Box 119
Longmont, CO 80502
Telephone: 303-776-7207

E-mail: angie@dangrantbookkeeping.com

With a copy by the same delivery method, to:

Scott Holwick
Lyons Gaddis
P.O Box 978
Longmont, CO 80502
303-776-9900
Email: sholwick@lyonsgaddis.com

If to Firestone, to:

Town of Firestone
Attention: Julie Pasillas
Director of Public Works
9950 Park Ave
Firestone, CO 80504
Telephone: 303-531-6258
Email: jpasillas@firestone.gov

With a copy by the same delivery method, to:

Wes Knoll
Lawrence Custer Grasmick Jones & Donovan LLP
5245 Ronald Reagan Blvd., Ste. 1
Johnstown, CO 80534
Telephone: 970-622-8181
E-mail: wes@lmcglaw.com

Any such addressee may change its address for such notices to the other addressees in the United States as such addressee shall have specified by written notice given as set forth above.

7. TABOR. This Agreement while requiring reimbursement for prior expenses shall not be construed or interpreted as creating, directly or indirectly, a general obligation debt, multi-fiscal year obligation or other financial obligation whatsoever of Firestone within the meaning of any constitutional or statutory limitations or requirements, nor shall this Agreement directly or indirectly obligate Firestone to make payments beyond those appropriated for the current fiscal year.
8. Assignment. This Agreement shall not be assignable by the Parties.
9. Colorado Law. This Agreement and the rights and obligations of the Parties hereunder shall in all respects be governed, construed, interpreted, applied and enforced in accordance with the laws of the State of Colorado. In the event of a dispute or alleged breach arising under

this Agreement, venue for any resulting arbitration or litigation shall be proper in Weld County, Colorado, or in the Water Court for Water Division 1, as appropriate.

10. Counterpart Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument, and either of the Parties hereto may execute this Agreement by signing any such counterpart. Signatures may be evidenced by copies transmitted via facsimile or electronic mail.
11. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. There have been no additional oral or written representations or agreements regarding this Agreement.
12. No Waiver of Governmental Immunity/No Third Party Beneficiary. This Agreement shall not create any duty of care or liability with respect to any person or entity not a party to this Agreement, or waive any of the privileges or immunities the Parties or their officers, employees, successors and assigns may present pursuant to law, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as amended.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first set forth above.

LAST CHANCE DITCH COMPANY

By: _____

TOWN OF FIRESTONE

By: _____

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.a

Proclamation

Meeting Date: May 10, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

A Proclamation recognizing the Month of May 2023 as Mental Health Month

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. Proclamation_May_Mental_Health_Month__ North Range Behavioral Health_05.2023_FIRESTONE



**NATIONAL MENTAL HEALTH MONTH PROCLAMATION
MAY 2023**

WHEREAS, Now, more than ever, we must understand that the health of our minds is as important as physical health; and

WHEREAS, One in every four people are affected by mental illness, with more Weld County residents having reported mental health challenges such as depression, anxiety, or other mental health conditions than in years past; and

WHEREAS, Firestone residents can find recovery through a variety of outpatient, residential, and critical walk-in crisis support options through Weld County's community mental health center, North Range Behavioral Health; and

WHEREAS, Firestone residents are healthier because of North Range's commitment to preventing hospitalizations, incarcerations, trauma, suicides, and substance use disorder through collaboration with community health centers, school districts, human services, law enforcement, United Way, and many others; and

WHEREAS, National Mental Health Month is observed every May to raise awareness about behavioral health, recovery and hope, the importance of prevention, and the factors that contribute to mental wellness.

NOW, THEREFORE, I, Drew Peterson, Mayor, do hereby proclaim May 2023 as Mental Health Month in Firestone and call upon the citizens, government agencies, public and private institutions, businesses and schools to recommit our community to increasing awareness and understanding of behavioral health and understanding the need for appropriate and accessible services for all citizens.

Drew A. Peterson, Mayor

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.b

Proclamation

Meeting Date: May 10, 2023

Initiated By:

Dept: Administration

AGENDA TITLE

A Proclamation recognizing the week of May 14th as National Police Week

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. National Police Week Proclamation 2023



NATIONAL POLICE WEEK PROCLAMATION – 2023
May 14 – May 20, 2023

Whereas, there are more than 800,000 law enforcement officers serving in communities across the United States, that includes 31 dedicated members of the Firestone Police Department;

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

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

Whereas, 556 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 224 officers killed in 2022 and 332 officers killed in previous years;

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

Therefore, I, Doug Sharp, on behalf of the Board of Trustees do recognize May 14-20, 2023, as National Police Week in Firestone, Colorado, and publicly salute the service of law enforcement officers in our community and in communities across the nation.

Doug Sharp, Trustee

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.a

Presentation

Meeting Date: May 10, 2023

Initiated By:

Dept: Communications & Marketing

AGENDA TITLE

George E. Heath Community Scholarship Presentation

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 9.a

Discussion/Action

Meeting Date: May 10, 2023

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 23-52 : A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 1 TO THE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND POWER SERVICE, INC., FOR PUMP STATION DESIGN BUILD SERVICES FOR THE ST VRAIN WATER TREATMENT PLANT'S SALT WATER DISPOSAL INJECTION WELL

RECOMMENDATION

Staff recommends the Board of Trustees approves the attached resolution approving Change Order No. 1 to the design/build contract with Power Service Inc. for the Firestone SWD Injection Facilities and authorize the Mayor to execute the change order on behalf of the Town.

SUMMARY

Approval of this Change order will extend Power Service Inc's contract to May 10, 2023, and increase the original contract price by \$29,600.00.

Power Service Inc. is under contract to design and construct a pump station and associated facilities to collect waste brine from the St Vrain Water Treatment Plant and inject it into a Salt Water Disposal Well (the Deep Injection Well). During the project, it was discovered that the backup generator at the water treatment plant would not have adequate capacity to provide backup power to the Injection Pump Station.

Backup power is not an immediate need for this pump station, and generators large enough to operate this facility are expensive; therefore, to accommodate backup power in the event of an extended outage and in preparation for a future backup generator specifically for this station, staff directed the Power Service to install an electric power transfer switch.

FINANCIAL CONSIDERATIONS

Change Order No. 1 increases the contract amount by \$29,600.00 and will be paid from the Water Fund.

HISTORY AND PREVIOUS BOARD ACTION

On April 14, 2021, Firestone approved Resolution 21-48 that awarded a design/build contract to Power Service Inc.

ATTACHMENTS

1. 23-52 Power Service Change Order No 1 Res
2. W2021-9542 Firestone SWD Injection Facilities CO 1 (signed)
3. Vicinity Map

RESOLUTION NO. 23-52

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 1 TO THE
AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND POWER
SERVICE, INC., FOR PUMP STATION DESIGN BUILD SERVICES FOR
THE ST VRAIN WATER TREATMENT PLANT'S SALT WATER
DISPOSAL INJECTION WELL**

WHEREAS, by Resolution 21-48 the Town of Firestone ("Town") entered into an Agreement with Power Service Inc., ("Power Service") for Pump Station Design Build Services for the St. Vrain Water Treatment Plant's Salt Water Disposal Injection Well; and

WHEREAS, during the course of Power Service's work it was discovered that the back-up generator at the St. Vrain Water Treatment Plant would not have adequate capacity to provide back-up power to the Injection Well's Pump Station; and

WHEREAS, to ensure adequate power in the event of an extended power outage and in preparation for the installation of a future backup generator the Town directed Power Service to install an electric power transfer switch.

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

Change Order No.1 to the Agreement between the Town of Firestone and Power Services, Inc., for design build services for the St. Vrain Water Treatment Plant's Salt Water Disposal Injection Well 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 __ day of _____, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi K. Bashor, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

SECTION 00941
CHANGE ORDER

No. 1

Date of Issuance: April 21, 2023 Effective Date: May 10, 2023

Project: Firestone SWD Injection Facilities	Owner: Town of Firestone	Owner's Contract No.: W2021-9542
Contract: Firestone SWD Injection Facilities Design/Build		Date of Contract: April 14, 2021
Contractor: Power Service Inc.		Engineer's Project No.: NA

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

Description:

See attached detail of the change to the contract.

Attachments (list documents supporting change):

1 – Change Order detail

2 – Material and Labor detail

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$1,714,475.00	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days or date): <u>December 15, 2021</u> Ready for final payment (days or date): <u>December 31, 2021</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$0.00	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : Substantial completion (days): NA Ready for final payment (days): NA
Contract Price prior to this Change Order: \$1,714,475.00	Contract Times prior to this Change Order: Substantial completion (days or date): <u>December 15, 2021</u> Ready for final payment (days or date): <u>December 31, 2021</u>
[Increase] [Decrease] of this Change Order: +\$29,600.00	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): NA Ready for final payment (days or date): <u>May 10, 2023</u>
Contract Price incorporating this Change Order: \$1,744,075.00	Contract Times with all approved Change Orders: Substantial completion (days or date): NA Ready for final payment (days or date): <u>May 10, 2023</u>

RECOMMENDED:
By: [Signature]
Engineer (Authorized Signature)
Date: 24 APR 2023
Approved by Funding Agency (if applicable): _____

ACCEPTED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Date: 25 APR 2023
Date: _____



CHANGE ORDER

Detail

DESCRIPTION:

Item No. 1 – Safety Transfer Switch – Net Change = \$29,600.00

The standby generator at the water treatment plant will not have enough capacity to serve the future expansion of the water plant and also provide backup power for the Injection Pump Station. The Owner directed the Contractor to provide and install a transfer switch to allow for the addition of a future backup power generator specific for this pump station.

The contract documents will be amended to add the following pay item and increase the contract price:

NEW Pay Item: Change Order 1 – Transfer Switch

Quantity = 1

Unit = LS

Unit Price = \$29,600.00

Net Change = \$29,600.00

Item No. 2 – Contract Time – Net Change = \$0.00

A number of things have contributed to the delay in completing the project including delays in completing the final pad grading, completing and transporting the station skid, physical and programming corrections, permitting, and start up of the water treatment plant. The delay in starting up the water plant is the most impactful because it delayed the ability to fully test and commission pump pump station. None of the delays have impacted any of the associated projects.

The contract documents will be amended to increase the contract time:

Original Final Completion Date = December 31, 2021

Adjusted Final Completion Date = May 10, 2023



Sun Valley Electric Inc.
Elizabeth, CO
STANDARD FORM
FOR PRICING BASIC CHANGE ORDERS
11/11/2021

Firestone SWD Injection Well PCO#2

Provide and Install 1200 Amp Double Throw Switch and Generator Connections

in change order

*Requested
By
David Lindsay*

A. Direct Field Labor {From Work Sheet}.....	\$	2,290.00
B. Contractors Fee 20% x Item A	\$	458.00
C. Materials {From Work Sheet}.....	\$	19,683.00
D. Contractors Fee 15% x Item C	\$	2,952.45
F. Equipment Cost from Worksheet	\$	-
G. Tools & Incidentals @ 2.5% X {Items A & C}.....	\$	549.33
H. Contractor's Fee Per Specifications 10% X Item G.....	\$	54.93
I. TOTAL CONTRACTORS WORK {ITEMS A through H}.....	\$	25,987.71
J. Subcontracts.....	\$	-
K. Contractor's Fee Per Specifications 5% X Item K.....	\$	-
L. TOTAL SUBCONTRACTOR'S WORK {ITEMS J & K}.....	\$	-
M. TOTAL {ITEMS I & L}.....	\$	25,987.71
N. Taxes on Permanent Materials 0.0% X {Item C}.....	\$	-
O. Insurance 3.5% X {Items M & N}.....	\$	909.57
P. TOTAL PRICE {ITEMS M, N & O}.....	\$	26,897

Any Modification to the Contract will Effect the Construction Schedule in Someway
and will Require a Tim Extension to the Contract Completion Date.

Tim. Requested- 20 Working Days

The work included in this change order is limited to that shown.

29,586

CONSOLIDATED ELECTRICAL DISTRIBUTORS
2405 W. 5TH AVENUE
DENVER CO 80204
TEL: 303 623-1233 FAX: 303 623-2266

SLS: 0855
INSL: 4518
BY: DM
FOB: SHIPPING POINT
FRT: PREPAID

QUOTE #: 5065302
DATE: 11/10/21
REV #: 000
REV DATE: 11/10/21

CONTACT: DREW MACBETH
dmacbeth@ceddenver.com

QUOTE FOR: SUN VALLEY ELECTRIC

ACCT #: G5-87850 **CK APPR'VD BUYERS LIST**

QUOTE EXPIRES 11/17/2021

SHOP #3
5475 HIGHWAY 86
ELIZABETH, CO 80107
TEL: (303)646-6339

CUS PO #:

JOB NAME:

LN	TYPE/DESIG	QTY	MFR	CATALOG#	DESCRIPTION	PRICE	UOM	EXT AMT
01		1	EATON	DT368URKN	3P 1200A SFTY SW	13,040.89	E	13,040.89
02		1	EATON	AR6SB1NL6R-00A1			E	
03		1	AMPCO	CT112-4L			E	
MDSE:								
Shipping Charge:								0.00

-LEAD TIME 8 WEEKS MAX
-NO SPECS PROVIDED
-DAYT1105X1K1

TOTAL:

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

CUSTOMER COPY

CONSOLIDATED ELECTRICAL DISTRIBUTORS

2405 W. 5TH AVENUE
DENVER CO 80204
TEL: 303 623-1233 FAX: 303 623-2266

CONTACT: NICK GARCIA

QUOTE FOR: SUN VALLEY ELECTRIC

ACCT #: G5-76651 FIRESTONE RESERVOIR NO 1 - 3005:

FIRESTOEN RESERVOIR NO 1
5475 HIGHWAY 86 #3
ELIZABETH, CO 80107
TEL: (303) 646-6339

QUOTATION		PAGE 001 OF 002	
QUOTE #	DATE	REV #	REV DATE
1471635	11/11/21	002	11/11/21
QUOTE EXPIRES 11/18/2021		PREPARED BY NG	
SLS 0855		INSL 4570	
FOB SHIPPING POINT		FREIGHT PREPAID	

CUS PO #:
JOB NAME:

LN	QTY	MFR	CATALOG #	DESCRIPTION	PRICE	UOM	EXT AMT
01	1	HOFF	A121236RT	NEMA 3R WIRING TROUGH	282.96	E	282.96
02	60	WIRE	350DLO		14.47	E	868.20
03	*		2-3 DAYS OUT				
04	120	WIRE	4/0DLO		8,858.96	M	1,063.08
05	*		2-3 DAYS OUT				
06	*						
07	*	MALE					
08	1	LEV	16D23UE	400A DETACHABLE PLUG	25.80	E	25.80
09	1	LEV	16D23UW	400A PLUG	25.80	E	25.80
10	1	LEV	16D23UR	400A 600V PLUG	25.80	E	25.80
11	1	LEV	16D23UB	400A 600V PLUG	25.80	E	25.80
12	1	LEV	16D23UG	400A 600V PLUG	25.80	E	25.80
13	1	LEV	16D23UY	400A 600V PLUG	25.80	E	25.80
14	*						
15	*	FEMALE					
16	1	LEV	16D32UE	400A 600V PLUG	25.80	E	25.80
17	1	LEV	16D32UW	400A CAM-TYPE PLUG	25.80	E	25.80
18	1	LEV	16D32UR	400A 600V PLUG	25.80	E	25.80
19	1	LEV	16D32UB	400A 600V PLUG	25.80	E	25.80
20	1	LEV	16D32UG	400A 600V PLUG	25.80	E	25.80
21	1	LEV	16D32UY	400A 600V PLUG	25.80	E	25.80
22	*						
23	120	WIRE	THHN350BK	THHN-350MCM-BLK-STRA NDED	9,887.64	M	1,186.52
24	30	WIRE	THHN2/0BK	THHN 2/0 STR BLACK	3,857.39	M	115.72
25	3	FIT	NIPGALV3XCL	GALV NIP (05773)	11.49	E	34.47
26	6	TB	H300GRTB	3-IN HUB	4,209.07	C	252.54
27	*						

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CONSOLIDATED ELECTRICAL DISTRIBUTORS

2405 W. 5TH AVENUE
DENVER CO 80204
TEL: 303 623-1233 FAX: 303 623-2266

CONTACT: NICK GARCIA

QUOTE FOR: SUN VALLEY ELECTRIC

ACCT #: G5-76651 FIRESTONE RESERVOIR NO 1 - 3005:

FIRESTOEN RESERVOIR NO 1
5475 HIGHWAY 86 #3
ELIZABETH, CO 80107
TEL: (303) 646-6339

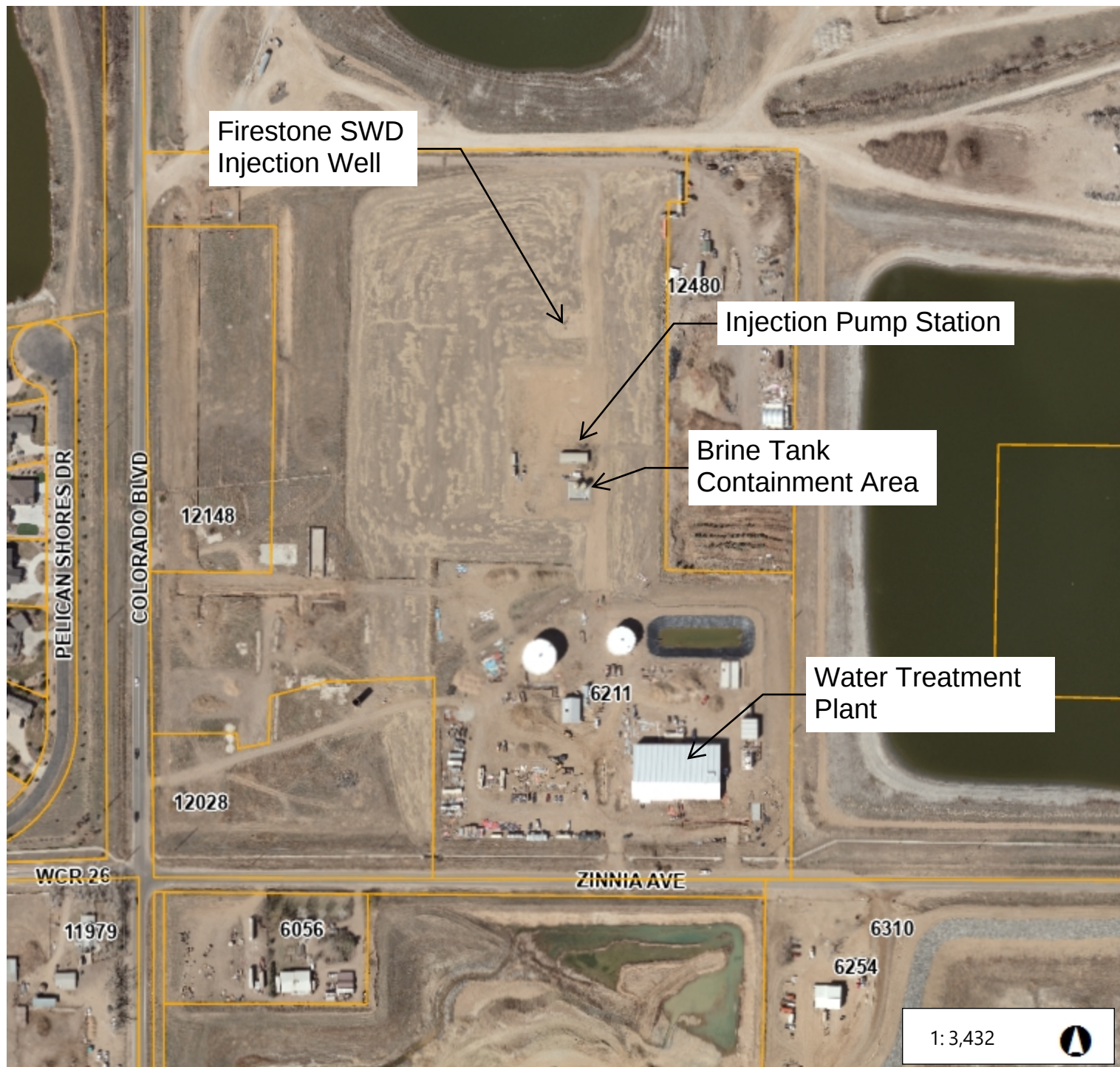
QUOTATION		PAGE 002 OF 002	
QUOTE #	DATE	REV #	REV DATE
1471635	11/11/21	002	11/11/21
QUOTE EXPIRES		PREPARED BY	
11/18/2021		NG	
SLS		INSL	
0855		4570	
FOB		FREIGHT	
SHIPPING POINT		PREPAID	

CUS PO #:

JOB NAME:

TOTAL: 4,113.09

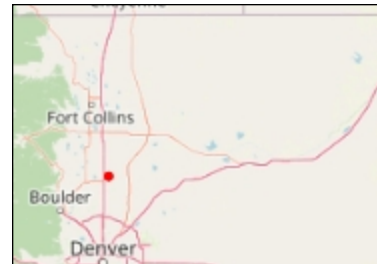
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Legend

- 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#: 9.b

Discussion/Action

Meeting Date: May 10, 2023

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 23-53: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND NEW IPT INC., REGARDING THE ST. VRAIN WATER TREATMENT PLANT PROJECT

RECOMMENDATION

Staff recommends the Board of Trustees approves the attached resolution approving a professional services agreement with New IPT, Inc. for an amount not to exceed \$79,786.75 for 2023 and authorize the Mayor to execute the agreement on behalf of the Town.

SUMMARY

This agreement will allow Town staff to utilize the professional services of New IPT Inc for Firestone Injection Well Support Services, which include USEPA well permit compliance, with ongoing well operations, and with technical assistance with the Injection Pump Station for 2023.

New IPT, Inc. is the engineering firm contracted by the Town to design the Deep Injection Well that the St Vrain Water Treatment Plant will use to dispose of waste brine from the reverse osmosis treatment system. IPT's role included the design of the injection well, permitting the well through the USEPA, preparing bidding documents and specifications for the drilling of the well, oversight of the good drilling and completion, and oversight of the design/build contract for the Injection Pump Station.

IPT has performed well for the Town, the combination of their ability and institutional knowledge of this facility makes them uniquely qualified to perform these ongoing services.

FINANCIAL CONSIDERATIONS

The contract amount not to exceed is \$79,786.75 and will be paid from the Water Fund.

HISTORY AND PREVIOUS BOARD ACTION

On March 11, 2020, the Board of Trustees approved Resolution 20-31 approving a professional services agreement with New IPT, Inc.

ATTACHMENTS

1. 23-53 New IPT Inc Well Permit Compliance Reso
2. W2021-9543.01 Firestone Injection Well Support Services (signed)
3. Vicinity Map

RESOLUTION NO. 23-53

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE TOWN OF FIRESTONE AND NEW IPT INC., REGARDING THE ST. VRAIN
WATER TREATMENT PLANT PROJECT**

WHEREAS, by adoption of Resolution No. 20-31 the Town of Firestone ("Town") approved a Professional Services Agreement with New IPT Inc. ("IPT") to perform design services, permitting through the United States Environmental Protection Agency, preparation of bid documents and specifications for the drilling of the well, and oversight of the well drilling, and the design/build contract for the injection well's pump station for the St.Vrain Water Treatment Plant ("Project"); and

WHEREAS, upon completion of such services the Town given IPT's unique knowledge, expertise and experience with the Project, negotiated with IPT to develop a Professional Services Agreement for IPT to assist the Town with the United States Environmental Protection Agency's well permit compliance, ongoing well operations and technical assistance with the Project's injection pump station; and

WHEREAS, given the high quality of IPT's Project work and its knowledge and experience regarding the Project, staff recommends approval of the attached Professional Services Agreement between the Town and IPT.

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

The Professional Services Agreement between the Town of Firestone and New IPT, Inc., the Town of Firestone regarding St. Vrain Water Treatment Plant Project services is approved in substantially the same form as the Agreement attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

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

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristi K. Bashor, CMC, Town Clerk

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 **New IPT, Inc.**, an independent Consultant with a principal place of business at 1707 Cole Blvd., Suite 200, Golden, CO 80401, a Delaware corporation ("Consultant") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as: **W2021-9543.01 Firestone Injection Well Support Services**.

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

II. TERM AND TERMINATION

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

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

III. COMPENSATION

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant \$79,786.75. This amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

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

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

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

V. OWNERSHIP

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

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

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

VI. INDEPENDENT CONSULTANT

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

VII. INSURANCE

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

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

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

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

VIII. INDEMNIFICATION

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

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

IX. WORKERS WITHOUT AUTHORIZATION

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

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

C. Verification.

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

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

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

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

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

X. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF FIRESTONE, COLORADO

Drew Peterson, Mayor

ATTEST:

_____, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

CONSULTANT:
New IPT, Inc.

By: _____

Print Name: _____

Title: _____

Brian Ervine
BRIAN ERVINE
Managing Director

ATTEST:

By: *Hilda*

Print Name: *HILDA NALUMU*

NO EMPLOYEE AFFIDAVIT

To be completed only if Consultant has **no** employees

1. Check and complete one:

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

OR

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

2. Check one.

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

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

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

OR

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

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

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

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

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

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

Signature

Date

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to (or affirmed) before me this ____ day of _____, 2023, by _____ as _____ of _____.

My commission expires:

(S E A L)

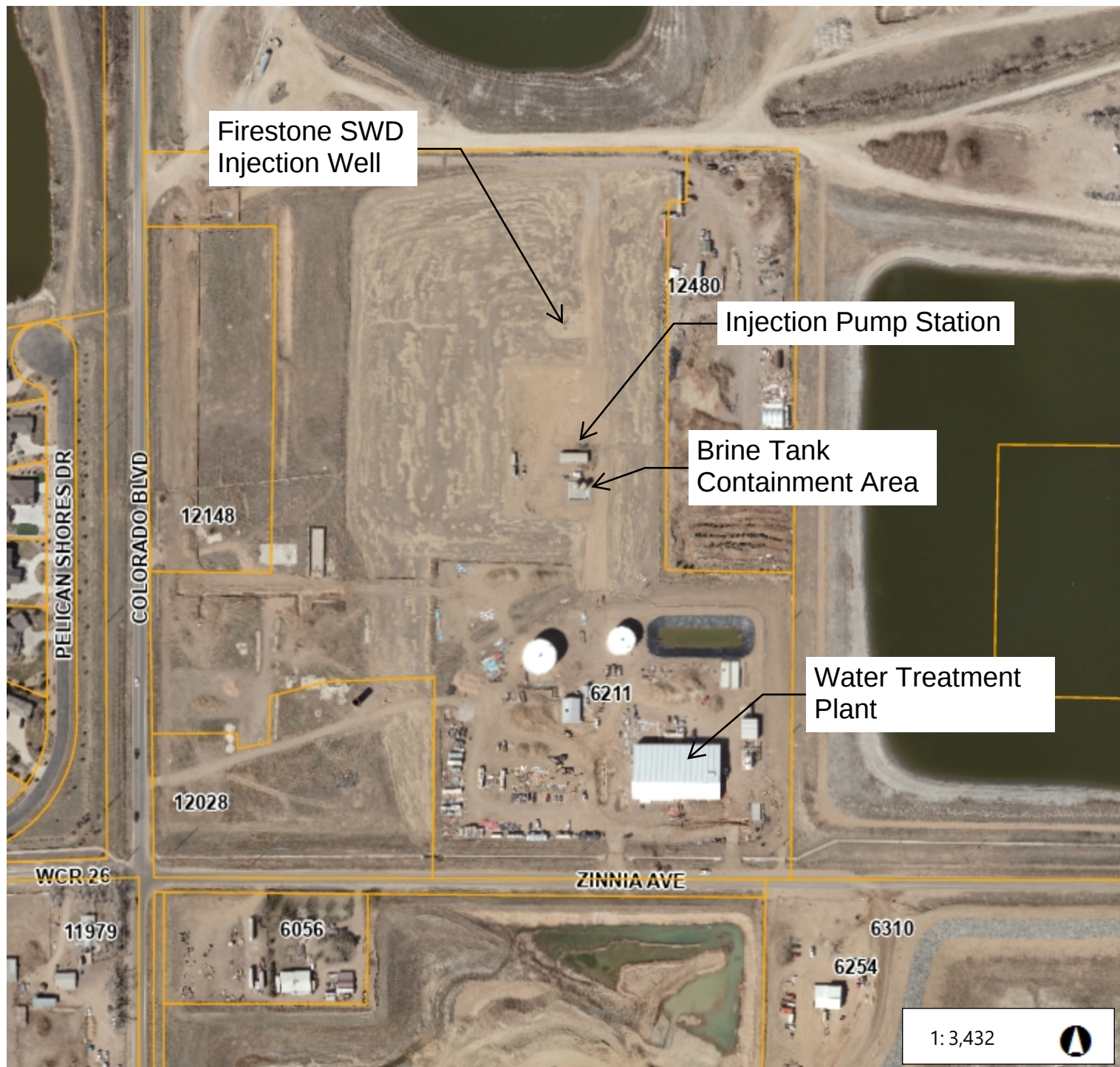
Notary Public

EXHIBIT A SCOPE OF SERVICES

During the term of this Agreement, Consultant shall perform the following duties:

- Consultant shall prepare necessary reports and submittals to the USEPA for compliance with Town's permitted injection well, act as liaison between the Town and EPA regarding permit compliance, assist Town with development of contracts and perform contract administration for any well testing and improvements, monitor well performance and provide Town with recommendations for improvements or testing, assist Town and the St Vrain Water Authority with operational issues related to the associated Injection Pump Station.

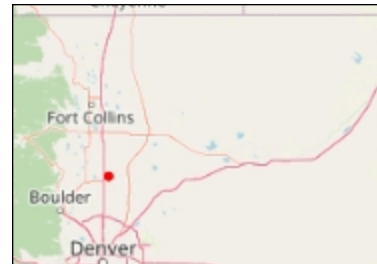
2023 Workorder Proposal		
Amount invoiced to date		9,786.75
Estimate for EPA tasks to complete in 2023		70,000.00
		<u>79,786.75</u>
Tasks		
Invoiced	Inv	9,786.75
Annual AOR additional well review & report	AOR	2,000.00
Annual pressure fall off test	FOT	17,000.00
Field Inspection Attendance (once annually)	FIA	3,000.00
Initial test plan to EPA for approval	INT	4,000.00
Meeting with EPA	MEET	500.00
Quarterly analysis of injectate	QINJ	6,000.00
Quarterly EPA reporting	QREP	14,000.00
Review of EPA submissions	REV	3,000.00
Start up documentation of processes and procedures	DOC	5,000.00
Submittal authorization document to the EPA	SUB	1,000.00
Temperature log	TL	6,500.00
Troubleshooting Phone Calls & Trip	TS	8,000.00
		<u>79,786.75</u>



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#: 9.c

Discussion/Action

Meeting Date: May 10, 2023

Initiated By:

Dept: Administration

AGENDA TITLE

Community Survey Custom Questions Discussion

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 12.a

Executive Session

Meeting Date: May 10, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

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

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

None