



TOWN OF FIRESTONE

Board of Trustees Regular Meeting Agenda

July 26, 2023
6:30 PM

9900 Park Avenue
Firestone, CO 80504

Mayor Drew Peterson Mayor Pro Tem Frank A. Jimenez

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

Board of Trustee Regular Meetings can be viewed live online at www.firestoneco.gov/Agendas

PRE-MEETING WORK SESSION 6:00 PM IN THE RICHARD E. HART TRAINING ROOM

THE AGENDA FOR THE PRE-MEETING WORK SESSION IS A DISCUSSION OF THE FOLLOWING REGULAR
MEETING AGENDA

REGULAR MEETING 6:30 PM IN THE MUNICIPAL COURT AND BOARD ROOM

1. **Call to Order & Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
5. **Consent Agenda**
 - a. Approval of July 12, 2023 BOT Regular Meeting Minutes
 - b. **Resolution 23-77**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE WELD COUNTY DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT FOR THE SAMPLING AND ANALYSIS OF DRINKING WATER AND PERMITTED POLLUTANT DISCHARGES
6. **Presentation**
 - a. Carbon Valley Help Center Empty Bowls Program

* 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.

7. Land Development

- a. **Ordinance 1030:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PROVIDING FOR A 12-MONTH MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR, AND THE ISSUANCE OF, BUSINESS LICENSES OR BUILDING PERMITS FOR THE OPERATION OR USE OF CAR WASH FACILITIES AND ESTABLISHMENTS, AS WELL AS THE ACCEPTANCE AND PROCESSING OF ANY LAND-USE APPROVAL OR DEVELOPMENT REVIEW APPLICATIONS FOR DEVELOPMENT OF ANY KIND THAT, IF GRANTED, COULD RESULT IN THE CONSTRUCTION, DEVELOPMENT AND OPERATION OF A CAR WASH FACILITY

8. Discussion/Action

- a. **Resolution 23-78:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ROAD SAFE TRAFFIC SYSTEMS INC FOR THE REMOVAL AND REPLACEMENT OF CROSSWALKS IN THE SHORES AND MOUNTAIN SHADOWS SUBDIVISIONS
- b. **Ordinance 1031:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING REENACTING AND RETITLING IN ITS ENTIRETY CHAPTER 2.58, PARKS, TRAILS AND RECREATION ADVISORY BOARD OF THE FIRESTONE MUNICIPAL CODE
- c. **Resolution 23-79:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A SETTLEMENT AGREEMENT AND RELEASE BETWEEN THE TOWN OF FIRESTONE AND CENTRAL WELD COUNTY WATER DISTRICT

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

10. Reports

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

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11. Adjournment

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

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

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

1. Call to Order & Roll Call

The of the Town of Firestone met for a Regular Meeting on July 12, 2023, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Peterson called the meeting to order at 06:30 PM

The following were present upon the call of the roll:

Mayor: Drew Peterson

Mayor Pro-tem: Frank A. Jimenez - **Excused**

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

Staff: **Present:** Jan Sloat, Director of Human Resources; Matt Wiederspahn, Town Engineer; Paula Mehle, Director of FURA & Economic Development; Raelynn Ferrera, Assistant Town Manager; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Pam Howard, Planning Manager, David Angelo, Chief of Police; Kristi K. Bashor, Town Clerk; AJ Krieger, Town Manager; & William Hayashi, Town Attorney

2. Pledge of Allegiance

Mayor Peterson led the pledge of allegiance.

3. Approval of Agenda

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

Julie Svaldi, Firestone Resident, spoke regarding her re-appointment as the President of the St Vrain Water Quality Board at the last meeting.

Sean Saulnier, Firestone Resident, spoke regarding the dump and when it will be reopened.

Bobby Matthews, Firestone Resident, Spoke regarding trying to get a copy of a water report from the St. Vrain Water Quality Board.

5. Consent Agenda

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

Roll Call Vote:

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

No: None

Abstain:

Motion carried.

- a. Approval of the June 14, 2023, BoT Regular Meeting Minutes and Approval of the June 21, 2023, BoT Special Meeting Minutes
- b. **Resolution 23-76:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE 2023 CARBON VALLEY EMERGENCY OPERATIONS PLAN
- c. **Resolution 23-69:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ALTITUDE RECREATION INC FOR INSTALLATION SERVICES OF SHADE STRUCTURES AT MOUNTAIN SHADOWS PARK
- d. **Resolution 23-75:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BROTHERS REDEVELOPMENT INC.

6. Proclamation

7. Presentation

- a. Water Update

Robert Wayne Ramey Presented a Water Update

- b. Brothers Redevelopment Minor Home Repair Program

Jason McCullough provided a presentation on the Brothers Redevelopment Minor Home Repair program.

8. Land Development

9. Discussion/Action

- a. **Resolution 23-70:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND BRANNAN SAND AND GRAVEL COMPANY FOR THE MILL AND OVERLAY PAVING PROJECT FOR PORTIONS OF FIRESTONE BOULEVARD

Motion by Trustee Dougherty, **second** by Trustee Whelan, to Approve **Resolution 23-70:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND BRANNAN SAND AND GRAVEL COMPANY FOR THE MILL AND OVERLAY PAVING PROJECT FOR PORTIONS OF FIRESTONE BOULEVARD

Roll Call Vote:

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

No: None

Abstain:

Motion carried.

- b. **Resolution 23-71:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND IDEAL FENCE CORP FOR THE REPLACEMENT OF GUARD RAILS AT COUNTY ROAD 26 AND 7

Motion by Trustee Holcomb, **second** by Trustee Whelan, to Approve **Resolution 23-71:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND IDEAL FENCE CORP FOR THE REPLACEMENT OF GUARD RAILS AT COUNTY ROAD 26 AND 7

Roll Call Vote:

Yes: 5

No: 0

Abstain:

Motion carried.

- c. **Resolution 23-72:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING CHANGE ORDER NO.1 OF THE 2023 CONCRETE REPLACEMENT PROGRAM
CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND ABS CONCRETE INC.

Motion by Trustee Conyac, **second** by Trustee Sharp, to Approve **Resolution 23-72:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING CHANGE ORDER NO.1 OF THE 2023 CONCRETE REPLACEMENT PROGRAM
CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND ABS CONCRETE INC.

Roll Call Vote:

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

No: None

Abstain:

Motion carried.

- d. **Resolution 23-73:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN ASPHALT CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND METRO PAVERS INC FOR ASPHALT WORK ON DOVER STREET AND VALLEY VISTA AVENUE

Motion by Trustee Whelan, **second** by Trustee Conyac, to Approve **Resolution 23-73:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN ASPHALT CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND METRO PAVERS INC FOR ASPHALT WORK ON DOVER STREET AND VALLEY VISTA AVENUE

Roll Call Vote:

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

No: None

Abstain:

Motion carried.

- e. **Resolution 23-74:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND STURGEON ELECTRIC COMPANY INC FOR SERVICES FOR TRAFFIC SIGNAL CONTROLLED INTERSECTIONS AND FOR A ROADWAY CAMERA DETECTION SYSTEM

Motion by Trustee Doherty, **second** by Trustee Holcomb, to Approve **Resolution 23-74:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND STURGEON ELECTRIC COMPANY INC FOR SERVICES FOR TRAFFIC SIGNAL CONTROLLED INTERSECTIONS AND FOR A ROADWAY CAMERA DETECTION SYSTEM

Roll Call Vote:

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

No: None

Abstain:

Motion carried.

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

No public comment

11. Reports

- a. Staff

11.a.i. May and June Financial Reports

b. Mayor

The Mayor then spoke about a card addressed to the Board, Town Administrator AJ Krieger, and Katie Hanson, thanking them for their work in moving forward with the Dog Park. The Mayor also spoke about very successful Fourth of July Festivities.

c. Trustees

Trustee Conyac spoke regarding an Executive Session from last month that Trustee Holcomb made a motion that Trustee Conyac not attend. Trustee Conyac said that he felt his integrity was being questioned. The Mayor then stated that it is each Trustee's decision whether to recuse themselves or not.

12. Executive Session

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

Roll Call Vote:

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

No: None

Abstain:

Motion carried.

- a.** An executive session with the Town's Water Counsel pursuant to C.R.S. 24-6-402 (4)(b) for the purposes of receiving legal advice on specific legal questions and C.R.S. 24-6-402 (4)(e)(l) to determine positions relative to matters that may be subject to negotiations; developing strategy for negotiations and instructing negotiators regarding the Town's pending case before the Water Court Division 1.

13. Adjournment

Motion to Adjourn. All in Favor, **Motion carried.**

Introduced and Approved the 26th of July, 2023

TOWN OF FIRESTONE, COLORADO

ATTEST

Drew A. Peterson, Mayor

Kristi K. Bashor, CMC, Town Clerk

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.b

Consent Agenda

Meeting Date: July 26, 2023

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 23-77: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE WELD COUNTY DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT FOR THE SAMPLING AND ANALYSIS OF DRINKING WATER AND PERMITTED POLLUTANT DISCHARGES

RECOMMENDATION

Staff recommends approval of Resolution 23-77, authorizing the execution of the Agreement for the Sampling and Analysis of Water between the Town of Firestone and Weld County Department of Public Health and Environment, and authorizing staff to expend funds for water testing.

SUMMARY

The Agreement for the Sampling and Analysis of Water between the Town of Firestone and Weld County Department of Health and Environment ("WCDPHE") is an annual agreement that will auto-renew until terminated or amended.

The Town is required, per the State of Colorado Department of Public Health and Environment, to have a certified lab test residential drinking water intermittently throughout the year. WCDPHE is recognized as a certified lab by the State of Colorado and is qualified to complete this testing.

FINANCIAL CONSIDERATIONS

Annually the water testing expense ranges between \$20,000.00 to \$25,000.00. Sufficient funds were budgeted in 2023 in the Water Fund.

HISTORY AND PREVIOUS BOARD ACTION

The Town previously entered into similar agreements with the WCDPHE in 2006, 2012, and 2016.

ATTACHMENTS

1. Res 23-77 WCDPHE Agreement for the Sampling and Analysis of Water
2. Water Analysis Agreement

RESOLUTION NO. 23-77

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF
FIRESTONE AND THE WELD COUNTY DEPARTMENT OF PUBLIC HEALTH AND
ENVIRONMENT FOR THE SAMPLING AND ANALYSIS OF DRINKING WATER
AND PERMITTED POLLUTANT DISCHARGES**

WHEREAS, the Town of Firestone (“Town”) is in need of continued sampling and analysis of drinking water for required monthly, quarterly, bi-annually and annually drinking water testing; and

WHEREAS, Weld County Department of Public Health and Environment, (“WCDPHE”) is currently contracted to perform sampling and analysis of drinking water for the Town’s State approved Water Monitoring Plan through December 31, 2023; and

WHEREAS the Town in 2024 will also need testing and analysis of permitted pollutant discharges into State waters, which services WCDPHE also provides; and

WHEREAS, staff recommends that the Town continue its relationship with WCDPHE and approve a contract for the term of January 1, 2024 thru December 31, 2024.

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

The Agreement between the Town of Firestone and Weld County Department of Public Health and Environment for the sampling and analysis of drinking water and permitted pollutant discharges is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 26th day of July, 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

AGREEMENT FOR THE SAMPLING AND ANALYSIS OF WATER

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between Town of Firestone, whose address is 9950 Park Ave Firestone, CO 80504, (hereinafter referred to as "System"), and the Board of County Commissioners for the County of Weld, State of Colorado, on behalf of the Weld County Department of Public Health and Environment (hereinafter referred to as "Health Department"), and whose office is located at 1555 North 17th Avenue, Greeley, Colorado 80631.

BACKGROUND INFORMATION

1. Weld County Code, Chapter 14, Article II authorizes Health Department to perform by agreement the testing of drinking water for suppliers thereof and the testing of pollutant discharges for those persons and entities holding permits to discharge pollutants into state waters; and
2. System requires analysis for compliance purposes and/or other needs; and
3. Health Department possesses the necessary equipment and expertise required to perform the sampling and analysis of the water for System as required by federal law; and
4. The services provided by Health Department pursuant to this Agreement shall benefit the health, safety, and welfare of those persons residing within the area served by System.

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

AGREEMENT

1. Authorization to Act. The System hereby authorizes Health Department to perform the services listed in this Agreement and in the Weld County Code, Section 14, Article II, for the testing of Drinking Water on behalf of System. The provisions of Weld County Code, Chapter 14, Article II, including however such provisions may be amended during the term of this Agreement, are incorporated herein in their entirety. Health Department shall act as an independent contractor in relation to the System in the performance of services set forth in this Agreement. None of the Health Department employees and/or agents shall become employees of System, and no employees of System shall be deemed or become employees of the Health Department by virtue of this Agreement.
2. Term. This Agreement shall become effective on this _____ day of _____, 20____. The term of this Agreement shall automatically renew from year to year, unless and until otherwise sooner terminated pursuant to the provisions of paragraph 6 of this Agreement. Health Department shall notify System of any change in the contracted fee for the upcoming term no later than November 30th of the ending term. System shall be deemed to have accepted the change in the contracted fee for the applicable upcoming term if System has not objected to said change prior to December 31 of the ending term. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20 and the parties obligations under this Agreement are subject to annual appropriations by their governing bodies.
3. Services to be Provided by Health Department. Health Department agrees to provide services to the System at the fee rates annually approved by the Board of County Commissioners. A 10% (ten percent) discount is applied to the annual rate while the System is receiving services under this agreement.

Methods used by Health Department in providing said services shall be in accordance with Section 14-2-20 et seq. of the Weld County Code. Health Department may provide further services as mutually agreed upon by Health Department and System at times and for compensation as agreed to by the parties hereto by written amendment or separate agreement. Health Department does not make any representations as to the adequacy of System's compliance with federal or state law governing the sampling of drinking water, wastewater, or other environmental waters.

4. Records. Health Department will provide to System complete copies of sampling analysis reports made by Health Department pursuant to this Agreement. Health Department will maintain records pursuant to law and regulation.
5. Release and Hold Harmless. Liability. Subject to the monetary limits, notice requirements, immunities, rights, benefits, defenses, limitations, and protections available to the parties under the Colorado Governmental Immunity Act as currently written or hereafter amended, each party agrees to be responsible and assume liability for losses and liabilities caused by its own wrongful or negligent acts and omissions, and those of its officers, agents and employees. No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of any provision of the Colorado Governmental Immunity Act or any other immunities and benefits available to the parties by law.
6. Termination. Either party may terminate this Agreement upon 30 days written notice to the other party at the addresses set forth in this Agreement. If this Agreement is so terminated, System shall pay that compensation to Health Department which duly reflects the actual amount of compensation due and owing to Health Department for services previously provided to System.
7. Obligations and Duties of System. System shall perform all of the obligations and duties set forth in Section 14-2-20 et seq. of the Weld County Code. In addition, System shall pay for the services rendered by Health Department pursuant to this Agreement according to the contracted amount set forth in paragraph 3 of this Agreement, and/or as may be mutually agreed to by the parties hereto by written amendment or separate agreement. Payment shall be due within thirty (30) days of the quarter ending: March 31, June 30, September 30, and December 31 during the term of this Agreement. It is the System's responsibility to notify the Health Department of Monitoring Schedule changes to ensure compliance requirements are met.
8. Waiver of Immunities/Duty of Care. No portion of this Agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may now possess, nor shall any portion of this Agreement be deemed to or create a duty of care with respect to persons not a party to this Agreement.
9. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this Agreement is for any reason held or decided to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions hereof. The parties hereto declare that they would have entered into this Agreement and each and every section, subsection, paragraph, sentence, clause, and phrase thereof irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, or phrases may be declared to be unconstitutional or invalid.
10. Notices. Any notice provided for in this Agreement shall be in writing and shall be served by personal delivery or by certified mail, return receipt requested, postage prepaid, or served by facsimile with confirmation of receipt, at the addresses or fax numbers set forth in this Agreement, until such time as written notice of a change is received from the party wishing to make a change of address. Any notice so mailed and any notice served by personal delivery or by facsimile shall be deemed delivered and effective upon receipt or upon attempted personal delivery.

SYSTEM: Name: _____
Attn: _____
Address: _____
Address: _____
City, State, Zip: _____
Phone: _____
Email: _____

HEALTH DEPARTMENT:

Weld County Department of Public
Health and Environment
Attn: Director of Finance & Administration
1555 North 17th Avenue
Greeley, Colorado 80631
Phone: 970-400-2122

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day, month, and year first above written.

SYSTEM NAME:

By: _____
Authorized Representative Signature
Title: _____
Authorized Representative

WELD COUNTY DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

By delegation from the BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF WELD,

STATE OF COLORADO

By: _____
Executive Director, Weld County Department of Public Health and Environment

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.a

Presentation

Meeting Date: July 26, 2023

Initiated By:

Dept: Administration

AGENDA TITLE

Carbon Valley Help Center Empty Bowls Program

RECOMMENDATION

SUMMARY

Franki Bertram, Board President of the Carbon Valley Help Center, will share information about the upcoming Empty Bowls event for which the Help Center is looking for sponsors. As this would be a new Community Grant from the Town, the Help Center is presenting the project's impact on the community. Staff is proposing a "Platinum Ladle" \$2,500 sponsorship for 2023.

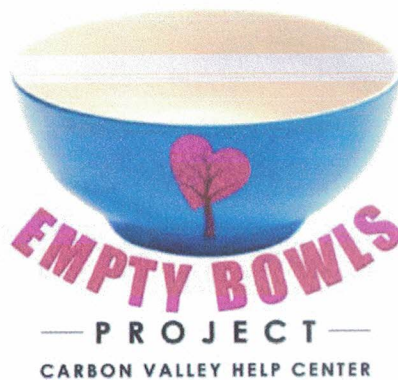
FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

In 2023, the Town of Firestone adopted a "Community Grant Policy" to establish a standardized process to award grants to qualifying community organizations for financial support of projects, programs, and events that provide a public benefit for the town of Firestone and its residents.

ATTACHMENTS

1. Empty Bowls 2023 Sponsorship Form



Dear Community Supporter,

We are excited to host our 9th annual Empty Bowls Project on Saturday August 26th. This wonderful event reminds us that not everyone has food in their bowls. We will gather at the Frederick High School from 11:00-2:00. Come for ice cream, cake walk(bring cash for tickets to win), listen to the Jazz band, Hear the National Anthem and see the Presentation of the Colors. Shop our Silent Auction. All of the proceeds provide food and resources to our community members in need.

Ways you can help:

- Become an Empty Bowls Sponsor- See attached form
- Schedule a Bowl painting party
- Donate to the Silent Auction - See attached form
- Make a tax deductible donation, Buy a ticket to the event, Volunteer, bid on a unique gift at the silent auction.

How does the event work?

Purchase a ticket in advance for \$15, or \$20 at the door. Children 6 and under are free. Your purchase includes one handmade bowl per adult ticket. You will also be treated to an ice cream social, cookies and fun treats. Don't forget to visit our silent auction to bid on gift cards, artwork, baskets of goodies and more. To purchase tickets in advance we will be accepting Cash, Check, CC, or PayPal

For more information:

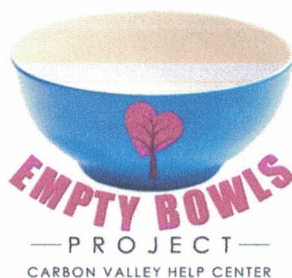
Call Robin at 303-833-6626; Email Robin at Robinmonthei@Carbonvalleyhelpcenter.org

Call Franki Bertram at 1-970-744-8011

We are excited to bring our community together and look forward to your support.

Sincerely Carbon Valley Help Center Staff and Empty Bowls Project Committee

(Tax ID number) 45-3722048



Empty Bowls Sponsorship	Platinum Ladle \$2500	Golden Ladle \$1500	Silver Ladle \$1000	Soup Spoon \$500	Table Spoon \$250	Sugar Spoon \$150	Tea Spoon \$100
Display Table at event	X						
Company video advertising	X	X	X	X			
Complementary tickets	10	6	5	4	3	2	1
Logo on CVHC Facebook page	X						
Logo on publicity posters, flyers, social media	Enlarged X	X	X				
Name on publicity posters, flyers, social media, and video presentation				X	X	X	
Advertisement in event program	Full Page 4.75 x 7	Full Page 4.75 x 7	Half Page 4.75 x 3.5	Qtr. Page 2.3 x 3.5			
Logo recognition in event program				X			
Name recognition in event program					X	X	X
Company info swag into 450 event bags. (deliver to CVHC by July 14th)	X	X	X	X	X	X	X

Company Name: _____

Contact person: _____

Phone: _____ Email: _____

Address: _____

City, State, Zip: _____

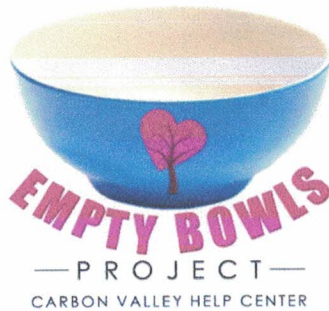
What level would you like to Sponsor? _____

How would you like to pay?

- ☐ Invoice me at this address: _____
- ☐ Will bring/mail check to CVHC
- ☐ PayPal

For any questions please contact: Carbon Valley Help Center Office at 303-833-6626

Robin Monthei at robinmonthei@carbonvalleyhelpcenter.org Franki Bertrum at 970-744-8011



Empty Bowls Silent Auction donation sheet

Thank you so much for your generosity!

All Silent Auction items will be auctioned off at our Empty Bowls event on August 26th.

All donated items must be new and delivered to the Carbon Valley Help Center office
by August 14th.

What new item would you like to donate to our silent auction? _____

What is the retail value of the new item?(must be over \$50) _____

Name/Business: _____

Address: _____

City, State, Zip: _____

Phone number : _____

Email: _____

All items that do not sell will be donated to a local charity.

For any questions or concerns, please contact:

Carbon Valley Help Center Office at 303-833-6626

Robin Monthei at robinmonthei@carbonvalleyhelpcenter.org

Carly Everett at 303-882-5255

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.a

Land Development

Meeting Date: July 26, 2023

Initiated By: Marty Ostholthoff

Dept: Planning & Development

AGENDA TITLE

Ordinance 1030: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PROVIDING FOR A 12-MONTH MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR, AND THE ISSUANCE OF, BUSINESS LICENSES OR BUILDING PERMITS FOR THE OPERATION OR USE OF CAR WASH FACILITIES AND ESTABLISHMENTS, AS WELL AS THE ACCEPTANCE AND PROCESSING OF ANY LAND-USE APPROVAL OR DEVELOPMENT REVIEW APPLICATIONS FOR DEVELOPMENT OF ANY KIND THAT, IF GRANTED, COULD RESULT IN THE CONSTRUCTION, DEVELOPMENT AND OPERATION OF A CAR WASH FACILITY

RECOMMENDATION

Town staff recommends that the Board of Trustees approve Ordinance 1030.

SUMMARY

Town staff is proposing a one-year moratorium on the acceptance and processing of land use applications for Car Wash Facilities. The Town's current regulations do not provide an adequate mechanism to regulate and control the location, design, size, and land use for such facilities or the orderly development of car wash establishments in a manner that is consistent with the Town's goals related to zoning, land development, and optimizing beneficial use of the Town's water supply. The proposed moratorium would allow staff to address the inadequacies of the current regulations.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

n/a

ATTACHMENTS

1. Ordinance 1030

ORDINANCE NO. 1030

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PROVIDING FOR A 12-MONTH MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR, AND THE ISSUANCE OF, BUSINESS LICENSES OR BUILDING PERMITS FOR THE OPERATION OR USE OF CAR WASH FACILITIES AND ESTABLISHMENTS, AS WELL AS THE ACCEPTANCE AND PROCESSING OF ANY LAND-USE APPROVAL OR DEVELOPMENT REVIEW APPLICATIONS FOR DEVELOPMENT OF ANY KIND THAT, IF GRANTED, COULD RESULT IN THE CONSTRUCTION, DEVELOPMENT AND OPERATION OF A CAR WASH FACILITY

WHEREAS, the Town of Firestone ("Town") owns, maintains and operates a system for the storage and distribution of potable water ("Town System") to its residents and customers within the area described and depicted on Exhibit A, attached hereto ("Town Service Area"), utilizing the Town's own water supply that includes water resulting from existing water supplies, future water supply projects and existing and after-acquired water rights; and

WHEREAS, Central Weld County Water District ("District") owns, maintains and operates a system for the treatment, storage and distribution of potable water ("District System") within Weld and Larimer Counties; and

WHEREAS, the Town System, although separate and independent from the District's System, relies heavily upon the District System to treat and deliver the majority of the Town's treated, potable water supply to the Town's System through master meters ("Delivery Points"); and

WHEREAS, the Town does not presently own separate and independent water infrastructure or facilities capable of treating and delivering the majority of the Town's water supply to the Town System; and

WHEREAS, the District and the Town have entered into that certain water service agreement, dated May 28, 1974, as amended, (the "Water Service Agreement"), which generally speaking outlines the rights, duties, and obligations of the District and Town regarding the Town's purchase of taps from the District and the District's obligation to provide and deliver treated, potable water to the Town System up to the Delivery Points; and

WHEREAS, the Water Service Agreement confers upon the Town the right to use the District System upstream of the Delivery Points to treat and deliver to the Delivery Points a defined annual and daily peak demand capacity (or flow) of water based upon the number of purchased taps ("Water Flow Requirement"), for the operation of the Town System downstream of the Delivery Points and, ultimately, the furnishing of potable water service by the Town to customers within the Town Service Area;

WHEREAS, the Water Service Agreement also confers upon the Town the right to acquire a certain number of taps per year (“Tap Allotment”) in accordance with the Water Service Agreement; and

WHEREAS, the Town cannot deliver any amount of additional water to the Delivery Points beyond the current Water Flow Requirement and Tap Allotment now or in the foreseeable future; and

WHEREAS, consequently, the Town’s supply of treated, potable water to serve new development is extremely limited by the Water Flow Requirement and Tap Allotment under the Water Services Agreement; and

WHEREAS, based on current estimates of the number of single-family equivalents (“SFE”) of usable water left, the Town has a very finite number of taps it can serve in a dry year scenario; especially with the number of homes and businesses currently drawing water, together with already approved projects that have water obligated to them, the Town does not have enough SFE’s available for all commercial purposes or to support a full build-out of all currently-vacant commercial or industrial lots for all possible commercial use types, much less serve all new development in the Town’s Service Area at a level that would be adequate even to meet minimum health and safety standards and at the same time provide a level of service that halfway meets the needs of existing customers; and

WHEREAS, the present regulations of the Town of Firestone that relate to car wash facility development need to be evaluated and updated, because the existing regulations do not provide an adequate mechanism to regulate and control the location, design, size, and land use for such facilities or the orderly development of car wash establishments in a manner that would be consistent with the Town’s goals related to optimizing beneficial use of the Town’s water supply, zoning and land development; and

WHEREAS, to provide the Town with the time necessary to review its water supply options, to explore the financial feasibility of pursuing contractual arrangements with alternative water service providers for delivery of water to the Town System or the Town constructing its own facilities as may be necessary to meet the demands generated by expected new residential development, to better understand and to determine how to make the most beneficial use of the Town’s limited water supply, and to update its water allocation policy and development regulations, a moratorium on is necessary; and

WHEREAS, absent this moratorium, car wash uses may be established before revised standards may be drafted and enacted, thereby defeating the purpose of formulating new standards to accomplish appropriate planning for future car wash facility development; and

WHEREAS, the imposition of a moratorium is necessary to protect service levels and the overall operation of the Town System, and to prevent creating uninhabitable residential dwellings or non-residential structures within the Town that could pose serious health and safety hazards to their occupants; and

WHEREAS, the imposition of a 12-month moratorium will preserve the status quo, and allow the Board of Trustees to investigate, consider, and adopt amendments, if advisable, to the Firestone Municipal Code pertaining to zoning regulations for the affected uses; and

WHEREAS, the duration of the moratorium imposed by this ordinance is reasonable in length and is no longer than is required for the Town to properly develop, adopt and implement an initial phase of amendments to the Firestone Municipal Code pertaining to regulations for the affected uses; and

WHEREAS, owners and developers of real property affected by this ordinance desiring to construct car wash facilities will not be unfairly prejudiced by the imposition of the short, temporary moratorium proposed by this ordinance; and

WHEREAS, this ordinance is enacted pursuant to the Town of Firestone's land use regulation powers, in order to safeguard the lives and properties of the citizens of the Town of Firestone.

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

Section 1. The preceding recitals contained in the ordinance are hereby adopted and incorporated by referenced and findings of fact by the Board of Trustees.

Section 2. A moratorium is imposed upon: (i) the acceptance and processing of, and the issuance of, building permits for new or expansions to existing car wash facilities, developments or establishments in all zoning districts; (ii) the acceptance and processing of applications for special review use or final development plan approval for new or expansions to existing car wash facilities, developments or establishments; (iii) the acceptance and processing of any and all other development review applications that would allow for the construction, operation and use of a car wash facility on property within the Town of Firestone; and (iv) the acceptance and processing of, and the issuance of, a business license for any business whose purpose includes operation of a car wash facility.

Section 3. The moratorium imposed by this ordinance shall commence as of the date of the effective date of this ordinance, and shall expire on July 26, 2024, unless sooner repealed.

Section 4. The moratorium herein provided for shall not apply to: (i) any car wash facility or development project or activity on land within the Town for which final development plan approval has been granted; (ii) any car wash facility or development project or activity on land within the Town for which a building permit has been issued at the time of this ordinance; (iii) any car wash facility or development project or activity on land within the Town that, on or before the effective date of this ordinance, have submitted applications for a building permit, business license, or any land use approval deemed complete by Town staff, including payment of all applicable fees, as long as the permits or licenses are issued within 180 days after the applications were filed with the Town or within an additional period of time authorized by the Town, and the application is not otherwise deemed abandoned at any time after the effective date of this ordinance; (iv) remodeling work that does not result in an expansion to an existing car wash facility; or (v) the acceptance and processing of new and existing applications for replacement of or repair to an

existing car wash facility. The moratorium herein provided shall not impact the lawful use of property for existing car wash facilities or development projects for which a building permit, business license, or land use approval has previously been granted, so long as such facilities or developments are confined to the limits, provision, and conditions of their respective existing Town approvals.

Section 5. Before the expiration of the moratorium imposed by this ordinance, the Town staff, working with the Town Attorney, shall review the Town's current regulations pertaining to car wash facilities, uses, or developments, together with the Town's current water dedication requirements or applicable regulations governing water service to such uses or facilities. Such review shall be completed promptly and with due diligence. If directed to do so by the Board, the Town Attorney and Town staff shall prepare appropriate new, or amended, regulations with respect to car wash facilities in the Town for consideration by the Board of Trustees.

Section 6. The Board of Trustees shall have the power to grant a special exception to the moratorium established in Section 2 of this ordinance, and to order the acceptance and processing of applications, and the issuance of a permit, that would otherwise be prohibited by this moratorium, if the following conditions are met to the sole satisfaction and discretion of the Board:

A. A written application for the special exception must be submitted to the Town Clerk, indicating the exact nature of the project proposed and/or application, permit or license sought to be approved or obtained, and stating with particularity the circumstances of the undue, substantial hardship that the applicant will suffer if the special exception is not granted.

B. Within 30 days of the Town Clerk's receipt of written application for special exception, the Board of Trustees shall hold a public hearing on the application for special exception. Notice shall be given at least seven (7) days in advance of the public hearing. The owner of the property and applicant, or agent, shall be notified by mail. Notice of such hearing shall be posted on the property and shall be published in a newspaper with general circulation within the Town of Firestone at least seven (7) days prior to the public hearing.

C. The Board of Trustees may grant a special exception if it finds all of the following:

- (i) The issuance of the business license, building permit, or the processing of the land-use approval or development review application, is necessary to prevent undue, substantial hardship for the applicant; and
- (ii) The issuance of the business license, building permit, or processing of land-use approval or development review application, will not affect the public interest or the purposes and reasons of and for this moratorium; and
- (iii) The issuance of the business license, building permit, or processing of land-use approval or development review application, will be in accordance with all of the ordinances and regulations of the Town of Firestone as if the moratorium were not in effect.

Section 7. The provisions of this ordinance and the moratorium imposed hereby shall not affect or otherwise prohibit the processing of applications for uses and proposals outside of the specific scope defined herein.

Section 8. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declare it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 9. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof is hereby repealed to the extent of such inconsistency or conflict.

Section 10. This ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

Section 11. Violations of this ordinance shall be punishable in accordance with Section 1.16.010 of the Firestone Municipal Code.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL 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

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.a

Discussion/Action

Meeting Date: July 26, 2023

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 23-78: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ROAD SAFE TRAFFIC SYSTEMS INC FOR THE REMOVAL AND REPLACEMENT OF CROSSWALKS IN THE SHORES AND MOUNTAIN SHADOWS SUBDIVISIONS

RECOMMENDATION

Staff recommends approval of Resolution 23-78, authorizing the execution of the General Services Agreement with Road Safe Traffic Systems Inc. for crosswalk removal and replacement services and authorizing staff to expend funds.

SUMMARY

Several crosswalks located in the Shores and Mountain Shadows Subdivision need replacement. Staff selected Road Safe Traffic Systems, Inc as the contractor for crosswalk removal and replacement because of their responsiveness and experience with striping and thermoplastic applications.

The work will begin no later than July 27, 2023, depending on the weather, and will be completed by August 16, 2023, which is the first day of school.

FINANCIAL CONSIDERATIONS

The contract includes an amount not to exceed \$25,000.00. Sufficient funds were budgeted in the Capital Projects Fund.

HISTORY AND PREVIOUS BOARD ACTION

During the 2023 budget work sessions with the Board of Trustees, staff presented these projects as part of the Public Works operating budget and CIP.

ATTACHMENTS

1. Res 23-78 Road Safe General Services Agreement
2. General Services Contract for Crosswalks - Road Safe
3. Crosswalks Locations

RESOLUTION NO. 23-78

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF
FIRESTONE AND ROAD SAFE TRAFFIC SYSTEMS INC FOR THE REMOVAL AND
REPLACEMENT OF CROSSWALKS IN THE SHORES AND MOUNTAIN SHADOWS
SUBDIVISIONS**

WHEREAS, the Town of Firestone (“Town”) is in need of services for the removal and replacement of crosswalks at several locations in the Shores and Mountain Shadows Subdivisions; and

WHEREAS, Staff requested quotes from numerous providers and from the responses selected Road Safe Traffic System, Inc as the lowest responsible and responsive provider; and

WHEREAS, staff thus recommends that Road Safe Traffic Systems, Inc be selected to perform the required work; and

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

The Agreement between the Town of Firestone and Road Safe Traffic Systems, Inc. for removal and replacement services for crosswalks at several locations in the Shores and Mountain Shadows Subdivisions is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 26th day of July, 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

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (the "Agreement") is made and entered into this 26 day of July, 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 **Road Safe Traffic Systems, Inc.** an independent contractor with a principal place of business at 7909 S. Chambers Road Englewood, Co 80112 ("Contractor") and provides services as follows:

I. SCOPE OF SERVICES

A. Contractor shall provide to the Town certain services described in Scope of Services set forth in Exhibit A, attached hereto and incorporated herein by this reference and known as: **2023 Crosswalk Striping Program**. Furthermore, Contractor shall furnish all labor, equipment, supplies 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.

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

II. TERM AND TERMINATION

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

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

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay the Contractor a fixed sum not to exceed \$25,000. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

B. The Town will make payment due to Contractor for compensation for completed services within thirty (30) days after invoices submitted by Contractor, which invoice(s) may not be submitted more frequently than monthly. Invoices shall include the basis upon which payment is requested, such as percentage of the Project completed, or actual time, materials and expenses. The Town shall submit invoice disputes, if any, to Contractor within thirty (30) days for resolution by mutual consent.

C. Set-Off: In addition to any other rights the Town has under this Agreement to indemnification or recoupment, Contractor agrees that the Town is entitled to set off any amounts it may owe Contractor under this Agreement against such claims for indemnity or recoupment.

IV. PROFESSIONAL RESPONSIBILITY

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

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

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

V. OWNERSHIP

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

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes. Contractor understands that Contractor is not entitled to unemployment insurance benefits from the Town. Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor's activities under this Agreement, including, by way of illustration but not limitation, federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required.

VII. INSURANCE

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

-
1. Worker's Compensation insurance as required by law.
 2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
- B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.
- C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

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

IX. WORKER WITHOUT AUTHORIZATION

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

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

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 3 hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement.

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

X. 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 Boulder County, Colorado.
- B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.
- C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.
- D. Third Parties. There are no intended third-party beneficiaries to this Agreement.
- E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.
- F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- G. Modification. This Agreement may only be modified upon written agreement of the Parties.
- H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.
- I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the Town and its officers, attorneys or employees.
- J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the

Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

- K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.
- L. Force Majeure. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.
- M. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

Drew Alan Petterson, Mayor

APPROVED AS TO FORM :

ATTEST:

Kristi Bashor, CMC, Town Clerk

William P. Hayashi, Town Attorney

RoadSafe Traffic Systems, Inc.

By: _____

State of Colorado)

County of _____)

) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 18th day of July, 2023 by Robert Streno as Senior Estimator of RoadSafe Traffic Systems, Inc.

My commission expires:

(Seal)

Notary Public

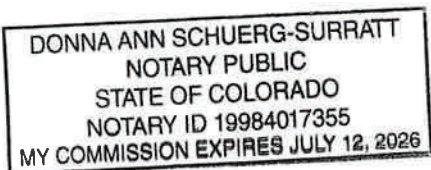


EXHIBIT A SCOPE OF WORK

Contractor's Duties

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

- Contractor shall remove and replace existing worn crosswalk markings At Carbondale St, Cherryvale St, Twilight St & Cherryvale St, Twilight St, and Twilight St & Cimarron St.
- Contractor shall install new crosswalk markings at Carbondale St and Cherryvale St.
- Contractor shall provide all necessary traffic control and provide the Town with a TCP before starting work.
- Contractor shall make all efforts to complete work before school begins on August 16th.
- Map of crosswalks to be replaced and new crosswalks attached.



Sat Apr 3 2021

Imagery © 2023 Nearmap, HERE

50 ft

nearmap

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.b

Discussion/Action

Meeting Date: July 26, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Ordinance 1031: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING REENACTING AND RETITLING IN ITS ENTIRETY CHAPTER 2.58, PARKS, TRAILS AND RECREATION ADVISORY BOARD OF THE FIRESTONE MUNICIPAL CODE

RECOMMENDATION

SUMMARY

This ordinance will establish and update the bylaws of a Parks, Trails, Recreation and Open Space Commission.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. Parks Trails Recreation Open Space Commission Ord

ORDINANCE NO. 1031

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING REENACTING AND RETITLING IN ITS ENTIRETY CHAPTER 2.58, PARKS, TRAILS AND RECREATION ADVISORY BOARD OF THE FIRESTONE MUNICIPAL CODE

WHEREAS, the duties and procedures for the Parks, Trails and Recreation Advisory Board, set forth in Chapter 2.58 of the Firestone Municipal Code have not been significantly amended since its enactment in 2001; and

WHEREAS, the Board of Trustees desires to update the administrative procedures and ensure the ordinance addresses the Town of Firestone's current needs and issues regarding its parks, trails, open space and recreation facilities.

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

Section 1. Chapter 2.58, Parks, Trails and Recreation Advisory Board of the Firestone Municipal Code is repealed in its entirety and reenacted and retitled to provide as follows:

Sec. 2.58.010 Title.

There is hereby established a Parks, Trails, Recreation and Open Space Commission ("Commission").

Sec. 2.58.020 Commission Duties.

The Commission shall serve in an advisory capacity and have the following duties:

- a. Review the Town's Parks, Open Space and Trails ("POST") master plan and provide comments and recommendations to the Board of Trustees regarding the implementation, administration, effectiveness, concerns, and amendment of POST;
- b. Ensure that all members are knowledgeable of the processes, procedures and requirements of Section 16.6.3 Parks Open Space and Trails of the Firestone Development Code ("FDC") as amended and provide comments and recommendations to the Board of Trustees regarding the implementation, administration, effectiveness, and concerns of such section of the FDC.
- c. Establish a forum for community input regarding parks, trails, open space and recreation matters and report such input to the Board of Trustees in periodic reports;
- d. Inquire as to and report to the Board of Trustees regarding grants, gifts, endowments, donations and other funding sources which may be used for the Town's parks, trails, open space and recreation facilities;
- e. Interact with the Carbon Valley Parks and Recreation District regarding the District's plans, programs, services and facilities which impact the Town's parks, trails, open space and recreation facilities and advise the Board of Trustees of matters of mutual interest and concern; and

f. Perform other related duties as assigned by the Board of Trustees.

Sec. 2.58.030 Membership.

The Commission shall consist of seven Town residents appointed by the Board of Trustees to serve for two-year terms. The Board of Trustees shall also appoint from their members a liaison and alternate liaison to the Commission. The Trustee liaisons shall serve for the duration of their current term. The liaison shall attend Commission meetings and provide assistance and resources to the Commission in the fulfillment of its duties.

For the initial appointments each Trustee shall nominate a candidate for appointment and such process shall continue until each Trustee has nominated a candidate who is appointed. The first three candidates for the initial appointment shall serve two-year terms with the remaining four to serve one-year terms.

Resident members may be reappointed and serve at the pleasure of the Board of Trustees.

Sec. 2.58.040 Meetings.

The Commission shall annually hold at least four meetings, all of which shall be held and noticed in accordance with the Open Meetings Law, C.R.S. § 24-6-401 et seq. The Commission may adopt rules of procedure consistent with the recognized practices of good governance.

The Commission shall, at its first meeting each year, select a Chair and Vice-Chair.

A quorum shall consist of a majority of the members and existence of a quorum is required for the Commission to conduct business.

The Commission shall, from its resident membership appoint a Recording Secretary, who shall make and keep minutes of the Commission's meeting and perform other administrative duties.

Section 2. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declare it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Violations of this ordinance shall be punishable in accordance with Section 1.16.010 of the Municipal Code of the Town of Firestone, Colorado.

Section 4. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

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

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristi K. Bashor, CMC, Town Clerk

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.c

Discussion/Action

Meeting Date: July 26, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Resolution 23-79: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A SETTLEMENT AGREEMENT AND RELEASE BETWEEN THE TOWN OF FIRESTONE AND CENTRAL WELD COUNTY WATER DISTRICT

RECOMMENDATION

Staff recommends the Board approve Resolution 23-79, approving the Settlement Agreement and Release between the Town and CWCWD.

SUMMARY

The agreement resolves all remaining issues between the Town and Central Weld County Water District (CWCWD) relating to the complaint filed by the Town on August 2, 2021 against CWCWD in Weld County District Court. This agreement comes after mediation that led to the Sixth Addendum to the Water Service Agreement, which set the stage for future water service and cooperation between the Town and the District.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

On May 24, 2023, the Board approved Resolution 23-60, approving the Sixth Addendum to the District's Water Service Agreement.

ATTACHMENTS

1. Reso 23-79 Central Weld Settlement
2. TOWN OF FIRESTONE-CWCWD - Settlement Agreement and Release

RESOLUTION NO. 23-79

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING A SETTLEMENT AGREEMENT
AND RELEASE BETWEEN THE TOWN OF FIRESTONE AND CENTRAL
WELD COUNTY WATER DISTRICT**

WHEREAS, on August 2, 2021 the Town of Firestone ("Town") filed a Complaint in Weld County District Court (2021CV30465) against Central Weld County Water District ("Central Weld") alleging that the Town was entitled to repayment for improperly charged tap fees and surcharges for Central Weld's treatment and delivery of water to the Town; and

WHEREAS Central Weld filed an Answer denying the allegations and the parties commenced litigation of the matter; and

WHEREAS, on April 7th 2023 the parties participated in a mediation which resulted in a Memorandum of Understanding in which the parties agreed to a resolution of certain matters as set forth in the Sixth Addendum to the parties Service Agreement which was approved by the Town's Board of Trustees by Resolution No. 23-60 on May 24, 2023; and

WHEREAS, the parties continued to negotiate and have now proposed a Settlement Agreement and Release ("Settlement Agreement") which resolves all of the remaining issues between the parties; and

WHEREAS under the terms of the Settlement Agreement the Town releases Central Weld from any and all claims related to the litigation and upon the parties acceptance of the Settlement Agreement the Town agrees not to bring forth any litigation regarding its Claims set forth in the Complaint; and

WHEREAS, under the conditions of the Settlement Agreement Central Weld agrees that the Settlement Terms set forth therein will be included in the parties next Service Agreement and that the current Service Agreement will be amended to include the Raw Water Dedication, Treatment Provider, Cross Connection, Future Annexation of Current Retail Customers, Water Tap Fees and Base Charge set forth in the Settlement Agreement.

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

The Settlement Agreement and Release between the Town of Firestone and Central Weld County Water District is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this ____ day of _____, 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

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into this ____ day of _____, 2023, between The Town of Firestone, (“Town”) and the Central Weld County Water District (“District”), The Town and the District are also sometimes collectively referred below as the “Parties” in this Agreement.

RECITALS

WHEREAS, the Town filed a Complaint, in case number 2021CV30465, alleging the Town overpaid tap fees and surcharges to the District (“Claims”).

WHEREAS, the District denies each and every claim of wrongdoing and impropriety of any kind, however asserted by the Town, respecting the claims.

WHEREAS, the Parties enter into this Agreement on a voluntary basis, to resolve all Claims and disputes that were or could have been advanced in the Complaint, or related to the Claims in the Complaint.

IN CONSIDERATION of the mutual and unilateral covenants, obligations, and promises provided within this Agreement, the Parties agree as follows:

1. **INTENT.** The Parties intend this Agreement as a complete and unqualified settlement and release of all actual and potential claims and issues between and among themselves, including every present or former officer, member, director, employee, agent, representative, insurer and attorney of the District related to the Claims, whether such claim or issue was raised by the Town prior to the date of the Agreement or not. Through this Agreement, the Town expresses the intent to resolve all existing and potential disputes derived from all prior contact with the District, related to the Claims. Every actual, existing, known and unknown, as well as, every

potential dispute and claim by or between the Town and each and every released entity and individual described here, whatever or however the nature and basis of any and all such claims, actions and disputes that do or might ever exist, arise or develop at any time in the future from or in connection with the events described respecting the Summons and Complaint, 2021CV30465 to the present is encompassed by the scope of this Agreement.

2. **RELEASE.** For and in consideration of the terms described below and, on the fulfillment of specific conditions set forth in this Agreement, the Town hereby irrevocably, on its own behalf and on behalf of all successors, agents , as well as all assigns, hereby releases, acquits and forever discharges the District and every present or former officer, member, director, employee, agent, representative, insurer, self-insurer, and attorney from any and all existing or possible claims, demands, obligations, suits, judgments, executions, liabilities, actions or causes of action, rights, damages, expenses, costs, attorney fees or compensation of whatsoever nature related to the Claims, Without limiting the generality of the foregoing, this Agreement applies to the Town's discharge of any and all claims or actions in law or in equity against the District for any and all matters asserted, or that could be asserted by the Town, on their behalf or on behalf of any and all of their successors, agents, and assigns up to, on, and following the date that this Agreement is executed and specified conditions set out herein are met, in connection with, related to and arising from the Claims described above. to the Claims. By this Agreement, the Town does not waive any rights to dispute any future breaches of the water transfer agreement or other agreements between the parties, or any rates, capital investment fees, tap fees or other charges set by the District.

3. **COVENANT NOT TO SUE.** The Town hereby agrees and covenants, upon the agreement of the settlement terms contemplated by this Agreement, that it will not sue or assert any federal or state cause of action, at law or in equity, whether before a court of law or an administrative agency, against the District, or any current or former officer, director, shareholder, employee, agent, insurer, representative, or its employees, and all parents, affiliates and subsidiaries, for any claims, causes of action, liabilities, expenses or damages arising out of any acts by any such person or entity arising out of, or relating to the Claims, or respecting any omissions by the District or any current or former officer, director, shareholder, employee, agent, representative, insurer, or attorney, and all of their affiliates and subsidiaries, to perform acts that were required to be performed prior to, or as of, the date of this Agreement, related to the Claims, whether raised by the Town or not. The Town expressly preserves all rights to dispute any future rates, capital investment fees, tap fees or other charges set by the District.

4. **NO ASSIGNMENT AND HOLD HARMLESS AGREEMENT.** The Town declares and represents that no other person, firm or corporation received any assignment, subrogation or other right of substitution to any claim or claims made or asserted in connection with this matter, or pertaining to their representation, relationship, association or contact with any released entity or individual, or to any proceeds of such claim(s) obtained or that were capable of being obtained in connection with any claim they made or could make, and that in the event that any entity, person or party released herein is subjected to any other or further claims of any type by any person or entity, under any actual or purported right of substitution, the Town will hold all Parties released herein harmless from any and all such claim(s).

5. **NO THIRD-PARTY BENEFICIARIES.** The Town declares and represents that no other person, firm or corporation is a third party beneficiary to any claim or claims made or asserted in connection with this matter, and that in the event that any entity, person or party released herein is subjected to any other or further claim of any type by any person claiming the status as a third party beneficiary of the Town, the Town shall to the extent permitted by law hold all parties released herein harmless, indemnify, and defend said released Parties from any and all such claim(s).

6. **SETTLEMENT TERMS.** Central Weld County Water District agrees that the following terms will be included in the next water service agreement entered by the parties. Additionally, the parties have agreed to an addendum to the current water service agreement that includes these terms:

- A. **Raw Water Dedication.** The Town shall transfer to the District a minimum of 112% of the total water metered for treatment and delivery at the Town's master meter(s).
- B. **Treatment Provider.** District will treat raw water from water supplies which are owned or available to the Town at Carter Lake and to which the Town dedicates to District for treatment at the Carter Lake Filter Plant. These sources include the Town's Colorado Big-Thompson water and Windy Gap water. The District may treat other sources of eligible water (NISP) at its future treatment facilities at the Town's request, subject to an amended or separate agreement.
- C. **Cross Connection.** The Town shall install and maintain appropriate back flow prevention devices adjacent to the water meters to prevent water from the Town's water treatment plant from entering District distribution system.
- D. **Future Annexation of Current Retail Customers.** Any and all District tap customers receiving water treatment services from the District, which are subsequently annexed to the Town, will remain customers of the District on a retail customer basis and will be served by the District. In addition, any currently annexed customers of the Town which originally acquired potable water by acquiring a water tap from the District, the District will take back as a retail customer. Any customers located in the Town that are served by the District

will be charged the same rates as all other retail customers of the District. There will be no out-of-District surcharge applied to any customer in the Town.

- E. **Water Tap Fees.** Tap fees will be paid to the District only for new water taps that are relying on dedication of C-BT or Windy Gap raw water. The District will be paid \$6,000 per tap for the next 150 Single Family Equivalent taps purchased by the Town after the new service agreement is in effect. This rate shall expire 48 months after the effective date of the new service agreement. For taps purchased beyond number 150 or after 48 months, whichever occurs first, the tap fees paid to the District will match the then-current capital investment fee as duly adopted by the District. The Town shall provide the District with a monthly accounting of water taps issued based on a dedication of C-BT or Windy Gap water in the preceding month.
- F. **Base Charge.** The rate for potable water service by the Town to its customers will be set by the Town and shall be the same for each tap served by the Town.

7. **INTEGRATION.** The Parties understand, acknowledge and agree that this Agreement constitutes the entire agreement of the Parties regarding the subject matter and transactions referred to herein. The Parties understand, acknowledge and agree that the terms of this Agreement are contractual in nature and not mere recitals.

8. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, all the successors, assigns, personal representatives and heirs of the Parties.

9. **HEADINGS.** The headings used in this Agreement are for the convenience of the Parties only. As such, these headings shall not have any legal effect whatsoever or, in any other way, alter or modify the meaning or interpretation of this Agreement.

10. **ADDITIONAL ASSURANCES.** This Agreement is intended to be self-operative. Notwithstanding the foregoing, the Parties agree that, at the reasonable request of the other Parties, they shall execute any further documents or instruments reasonably necessary to effectuate the transactions contemplated by this Agreement.

11. **SEVERABILITY.** If any provision of this Agreement should ever be declared to be unenforceable, then the remainder of this Agreement shall continue to be binding upon the Parties.

12. **FEES AND COSTS.** All Parties to this Agreement shall bear all of their own costs and fees, including all attorney fees, incurred prior to the date this Agreement takes effect, whether or not such fees or costs were incurred in connection with reaching this Agreement. In the event of a dispute arising under this Agreement, the prevailing party in any litigation shall be entitled to recover attorneys' fees and costs.

13. **AMENDMENT.** This Agreement may not be amended except in a writing setting forth such amendment and executed by the Parties.

14. **ENFORCEABILITY, CONSTRUCTION, INTERPRETATION.** Any dispute arising out of this Agreement shall be brought in District Court for Weld County. The Parties, through counsel, participated in the preparation of this Agreement, and no rules of construction or interpretation based upon which party drafted any portion of the Agreement shall be applicable or invoked. This Agreement shall receive the broadest application and interpretation to support the finality, release and settlement of all past, existing, and future disputes between the parties to this Agreement related to the Claims.

15. **AUTHORIZED REPRESENTATIVE.** The signatory for the Town and the District hereby attests that they are authorized, in their official capacity, to bind the parties to this agreement.

16. **EXECUTION IN COUNTERPARTS.** This Release Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same document.

TOWN OF FIRESTONE

SUBSCRIBED and SWORN to before me by the person known to me as _____,
as the representative for The Town of Firestone, in the County of _____, State
of Colorado, this ____ day of _____ 2023.

Notary Public [SEAL]

My Commission expires:_____.

**CENTRAL WELD COUNTY WATER
DISTRICT**

SUBSCRIBED and SWORN to before me by the person known to me as _____,
as the representative for Central Weld County Water District, in the County of
_____, State of Colorado, this ____ day of _____ 2023.

Notary Public [SEAL]

My Commission expires:_____.