



TOWN OF FIRESTONE

Board of Trustees Regular Meeting Agenda

September 27, 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. Board of Trustees Meeting Minutes for September 13, 2023
6. **Land Development**
7. **Discussion/Action**
 - a. **Resolution 23-97:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FLOCK GROUP INC FOR USE OF LICENSE PLATE RECOGNITION CAMERAS.
 - b. **Resolution 23-102:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT

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

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

BETWEEN THE TOWN OF FIRESTONE AND COLORADO CIVIL GROUP INC
FOR ENGINEERING DESIGN SERVICES PERTAINING TO THE COAL RIDGE
DITCH LATERAL PRELIMINARY DESIGN PROJECT

- c. **Resolution 23-103**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND COLORADO CIVIL GROUP INC FOR ENGINEERING DESIGN SERVICES PERTAINING TO THE CWCWD MASTER METER FLOW CONTROL VAULTS PRELIMINARY DESIGN PROJECT
- d. **Resolution 23-100**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ADOPTING THE BOARD OF TRUSTEES 2024-2025 WORK PLAN
- e. **Resolution 23-105**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ACKNOWLEDGING PAYOFF OF THE WATER ENTERPRISE REVENUE BOND SERIES 2022
- f. Update regarding CVPRD and Town parks and recreation facilities reservations.
- g. 2024 Water/Stormwater Fund (All Dept) Budget Presentation

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

9. **Reports**

- 9.a. July and August Monthly Financial Reports
- b. Mayor
- c. Trustees

10. **Adjournment**

11. **Executive Session**

- a. An executive session pursuant to C.R.S. 24-6-402(4)(a) regarding the purchase or acquisition of real property and pursuant to C.R.S. 24-6-402 (e)(I) for determining positions relative to matters that may be subject to negotiations,

* 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.

developing strategy for negotiations, and directing negotiators concerning such real property and an oil and gas cooperative development plan agreement.

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

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

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.a

Consent Agenda

Meeting Date: September 27, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Board of Trustees Meeting Minutes for September 13, 2023

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. 09-13-2023 BoT Regular Meeting Minutes DRAFT

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
September 13, 2023

1. Call to Order & Roll Call

The of the Town of Firestone met for a Regular Meeting on September 13, 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
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 to the Town Manager; Katie Hansen, Director of Marketing & Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Pam Howard, Acting Director of Planning & Development; Todd Bjerkaas, Acting 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

Motion by Trustee Conyac, **second** by Mayor Pro Tem Jimenez, to Approve the Agenda with modifications to the minutes

Roll Call Vote:

Yes: 6
No: None
Abstain:

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

Bill Meier, from United Power came forward and presented the Board with a Capital Credit Refund check in the amount of \$4,048.00.

Donald R Claeys came forward with questions regarding the Booth Farms Bike Trail and

whether it would extend to Sandstone Ranch. Town Manager AJ Kreiger addressed his question.

5. Consent Agenda

Motion by Trustee Sharp, **second** by Trustee Whelan, to approve the Consent Agenda with modifications to the minutes.

Roll Call Vote:

Yes: 6

No: None

Abstain:

Motion carried.

- a. Approval of the 8-23-2023 Board of Trustees Meeting Minutes
- b. **Resolution 23-91:** 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.
- c. **Resolution 23-95:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A REIMBURSEMENT OF EXPENSES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE NEW COAL RIDGE DITCH COMPANY
- d. **Resolution 23-88:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AMENDMENT TO EXTEND THE SUBRECIPIENT AGREEMENT FOR CDBG FUNDS BY AND BETWEEN THE WELD COUNTY CDBG PROGRAM AND THE TOWN OF FIRESTONE
- e. **Resolution 23-92:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, FINDING SUBSTANTIAL COMPLIANCE OF AN ANNEXATION PETITION FOR CERTAIN PROPERTY LOCATED IN WELD COUNTY, COLORADO AND SETTING A PUBLIC HEARING ON THE PETITION IN ACCORDANCE WITH THE MUNICIPAL ANNEXATION ACT OF 1965
- f. **Resolution 23-94:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A MINOR SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN FIRELIGHT PARK MINOR SUBDIVISION

- g. **Resolution 23-93** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, FINDING SUBSTANTIAL COMPLIANCE OF AN ANNEXATION PETITION FOR CERTAIN PROPERTY LOCATED IN WELD COUNTY, COLORADO AND SETTING A PUBLIC HEARING ON THE PETITION IN ACCORDANCE WITH THE MUNICIPAL ANNEXATION ACT OF 1965

6. Land Development

7. Discussion/Action

- a. **Resolution 23-89**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SUBRECIPIENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WELD COUNTY FOR USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR AN ADA RAMP REPLACEMENT PROGRAM

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Doherty, to **Resolution 23-89**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SUBRECIPIENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WELD COUNTY FOR USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR AN ADA RAMP REPLACEMENT PROGRAM

Roll Call Vote:

Yes: 6
No: None
Abstain:

Motion carried.

- b. **Resolution 23-90**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO AUTHORIZING ASSIGNMENT TO THE COLORADO HOUSING AND FINANCE AUTHORITY OF A PRIVATE ACTIVITY BOND ALLOCATION OF THE TOWN OF FIRESTONE PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND CEILING ALLOCATION ACT

Motion by Trustee Conyac, **second** by Trustee Doherty to approve **Resolution 23-90**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO AUTHORIZING ASSIGNMENT TO THE COLORADO HOUSING AND FINANCE AUTHORITY OF A PRIVATE ACTIVITY BOND ALLOCATION OF THE TOWN OF FIRESTONE PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND CEILING ALLOCATION ACT

Roll Call Vote:

Yes: 6

No: None

Abstain:

Motion carried.

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

Becky Duckworth, a resident of Firestone, spoke regarding her opinion of the conduct of staff.

9. Reports

a. Staff

Town Manager AJ Kreiger, apologized that the Vectra payoff was not brought back to the board before the payoff. There will be a retro-active resolution on the agenda for September 27, 2023 OF THE TOWNS RETIREMENT OF THE 2022 WATER ENTERPRISE REVENUE BONDS.

He spoke about the email from the Carbon Valley Park and Rec that he forwarded to the board. He would like to get the board's input on expectations.

b. Mayor

Mayor Peterson spoke regarding the Recreation District and conversations he has had regarding possible options. He also mentioned that the weeds were becoming unsightly at the I-25 interchange and Highway 119.

c. Trustees

Trustee Sharp has been doing research on the broadband providers in the area. He recently set up a meeting with a technology provider who is not currently in the area to learn more about them to see if we could have a solution to some broadband issues.

Trustee Whelan spoke about the Friends of Firestone Service Day. He was happy to announce that we have met our goal for the first year and is excited to watch this event grow in the future. We have 120 volunteers signed up and will be completing projects on 5-6 homes.

10. Adjournment

Motion by Trustee Conyac, **second** by Mayor Pro Tem Jimenez to Adjourn.

Roll Call Vote:

Yes: 6

No: None

Abstain:

Motion carried.

Introduced and Approved the 27th of September, 2023

TOWN OF FIRESTONE, COLORADO

ATTEST

Drew A. Peterson, Mayor

Kristi K. Bashor, CMC, Town Clerk

DRAFT

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.a

Discussion/Action

Meeting Date: September 27, 2023

Initiated By: David Angelo

Dept: Police

AGENDA TITLE

Resolution 23-97: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FLOCK GROUP INC FOR USE OF LICENSE PLATE RECOGNITION CAMERAS.

RECOMMENDATION

Staff recommends approval of Resolution 23-97.

SUMMARY

The approval of this Resolution authorizes the Town to enter into a 5-year Agreement with Flock Safety Group to install Automatic License Plate Reader (ALPR) cameras within Town limits, subject to the annual appropriation of funds by the Board of Trustees.

On August 23, 2023, the Police Department made a presentation to the Board of Trustees regarding the capabilities, benefits, and safeguards of the Flock ALPR cameras.

On September 26, 2023, the Police Department hosted a community meeting to present the Flock (ALPR) camera system to the community members to give them an opportunity to learn about the technology, how it is proposed to be used within the Town of Firestone, potential locations for cameras, and more.

FINANCIAL CONSIDERATIONS

Year 1 - 2024 = \$50,600

Year 2 - 2025 = \$42,000

Year 3 - 2026 = \$42,000

Year 4 - 2027 = \$42,000

Year 5 - 2028 = \$42,000

HISTORY AND PREVIOUS BOARD ACTION

None

ATTACHMENTS

1. Flock Group Inc ALPR Resolution
2. CO - Firestone PD - Law Enforcement Agreement - Clean

RESOLUTION NO. ____

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN
THE TOWN OF FIRESTONE AND FLOCK GROUP INC FOR USE OF
LICENSE PLATE RECOGNITION CAMERAS**

WHEREAS, Flock Group Inc (“Flock”) provides License Plate Recognition Cameras (“LPR”) for more than 1200 law enforcement agencies across the United States and;

WHEREAS, the cameras are installed and maintained by Flock upon rights of way within a municipality and capture a vehicles rear license plate and make and model of the vehicle; and

WHEREAS, such cameras are invaluable to law enforcement agencies, for in providing 24/7 coverage and real-time alerts such as AMBER alerts, response time is improved, and the cameras capture of objective data, evidence and leads assists law enforcement in the prevention and detection of crime and enhances the safety of the community; and

WHEREAS, Flock’s analysis of national data demonstrates that use of the LPR system results in an increase of crimes solved, reduction of crime and decrease in residential burglary.

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

The Agreement for use of License Plate Recognition Camera between the Town of Firestone and Flock Group Inc. is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

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

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi K. Bashor, MMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

Flock Safety + CO - Firestone PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Kraig Gardner
kraig.gardner@flocksafety.com
8017178299

flock safety



EXHIBIT A ORDER FORM

Customer: CO Firestone PD
Legal Entity Name: Town of Firestone
Accounts Payable Email: dangelo@firestoneco.gov
Address: 9900 Park Ave Firestone, Colorado 80504

Initial Term: 60 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - Invoiced at First Camera Validation.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$42,000.00
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	14	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	13	\$8,450.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	1	\$150.00
Subtotal Year 1:			\$50,600.00
Annual Recurring Subtotal:			\$42,000.00
Estimated Tax:			\$0.00
Contract Total:			\$218,600.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Special Terms:

• Parties understand that Flock will provide a standard installation for the Flock Hardware. In the event that the Flock Hardware requires relocation under advanced installation due to DOT requirements, Flock will relocate the Flock Hardware to the DOT location, subject to Customer paying the difference between standard and advanced installation. For clarity, Customer will not be charged for an additional installation, only the difference between standard and advanced installation.

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
One-Time Fees	Service Description	
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.	
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.	
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.	

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: CO Firestone PD

By: _____

By: _____

Name: _____

Name: Drew Alan Peterson

Title: _____

Title: Mayor, Town of Firestone

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 25 day of August 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “***Receiving Party***”) understands that the other Party (the “***Disclosing Party***”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “***Proprietary Information***” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including the amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of one year as set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has to the reasonable satisfaction of the non-breaching Party cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics, epidemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees. Nothing herein shall be deemed a waiver of the rights, immunities, protections and limitations afforded Customer by the Colorado Governmental Immunity Act C.R.S. 24-10-101 et seq; as amended or otherwise provided by law.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts

which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations

under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release,

performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X Section 20 and all obligations of the Customer are subject to the annual appropriation of funds by its Board of Trustees. Any failure of a Board of Trustees to appropriate funds shall terminate this Agreement at such time as then appropriated funds are depleted. Customer shall promptly provide Flock written notice of any failure to appropriate funds.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: 9900 Park Ave. Firestone, CO 80504

ATTN:

David Angelo, Chief of Police

EMAIL:

dangelo@firestoneco.gov

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.b

Discussion/Action

Meeting Date: September 27, 2023

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 23-102: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND COLORADO CIVIL GROUP INC FOR ENGINEERING DESIGN SERVICES PERTAINING TO THE COAL RIDGE DITCH LATERAL PRELIMINARY DESIGN PROJECT

RECOMMENDATION

Staff recommends approval of Resolution 23-102, authorizing the execution of the agreement for the preliminary design services between the Town of Firestone and Colorado Civil Group, Inc. and authorizing staff to expend funds.

SUMMARY

The agreement authorizes Colorado Civil Group, Inc. to prepare a preliminary design for the Coal Ridge Ditch Lateral turnout and pipeline. This first stage of the project will allow the Town to determine the most effective turnout location and type and the most efficient route for the pipeline. Information from the preliminary design will then be used to develop a scope and budget for the project's final design.

The Town of Firestone's augmentation surface water rights include shares of the Coal Ridge Ditch that have either been dedicated through the Native Water Dedication process or acquired through purchases. The ditch is located above all three of the Town's reservoirs, and currently, there is no direct conveyance to get water from the Coal Ridge Ditch to any of the reservoirs. To utilize these water rights, the Town will need to construct a new ditch turnout system and a pipeline to divert and convey water from the Coal Ridge to all three of those reservoirs.

FINANCIAL CONSIDERATIONS

The agreement includes an amount not to exceed \$ 42,200.00. Sufficient funds were budgeted in the Water Fund CIP account for the Coal Ridge Ditch Lateral Preliminary Design Project.

HISTORY AND PREVIOUS BOARD ACTION

During the 2023 budget work sessions with the Board of Trustees, staff presented this project as part of the CIP for the Water Fund.

ATTACHMENTS

1. Reso 23-102 CCG Agreement for Coal Ridge Ditch Lateral Preliminary Design
2. Coal Ridge Ditch Lateral - Preliminary Design Contract
3. Exhibit A1-Budget
4. Exhibit A2-Pipeline Alignment

RESOLUTION NO. 23-102

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND COLORADO CIVIL GROUP INC FOR ENGINEERING DESIGN SERVICES PERTAINING TO THE COAL RIDGE DITCH LATERAL PRELIMINARY DESIGN PROJECT

WHEREAS, the Town of Firestone (“Town”) is in need of professional engineering design services for the Coal Ridge Ditch Lateral Preliminary Design Project (“Project”); and

WHEREAS, Staff recommends that Colorado Civil Group Inc. (“CCG”) be selected to provide the Project services as a sole provider because given their expertise, qualifications, experience and knowledge of the Towns operations it is in the best interest of the Town to have CCG perform the Project.

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

The Professional Services Agreement including Exhibit A for Engineering Design Services Pertaining To The Coal Ridge Ditch Lateral Preliminary Design Project between the Town of Firestone and Colorado Civil Group, Inc.is approved in substantially the same form as the copy attached hereto and made a part of this Resolution, and the Mayor is authorized to execute the Agreement on behalf of the Town.

PASSED AND ADOPTED this 27th day of September, 2023.

Drew Alan Peterson, Mayor

ATTEST:

Kristi K. Bashor, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2023 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and **Colorado Civil Group, Inc.**, an independent contractor with a principal place of business at 2204 Hoffman Drive, Loveland, Colorado 80538 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as: **Coal Ridge Ditch Lateral Preliminary Design (W2023-9547)**.

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

II. TERM AND TERMINATION

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

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

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$42,200.00. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

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

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

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

V. OWNERSHIP

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

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

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

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

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

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

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

VIII. INDEMNIFICATION

A. 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.

X. CHANGE ORDERS

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

XI. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF FIRESTONE, COLORADO

Drew Allen Peterson, Mayor

ATTEST:

Kristi Bashor, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

COLORADO CIVIL GROUP, INC.

By: _____

David Lindsay, President

ATTEST:

Chris Messersmith, VP

EXHIBIT A
SCOPE OF SERVICES

Contractor's Duties

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

- Contractor shall meet with the Coal Ridge Ditch Company to evaluate existing check and diversion structures in the vicinity of the Town's desired location for a new diversion.
- The location assessment shall include property research and boundaries, existing physical improvements at the locations, and existing utilities at the locations.
- Contractor shall research and select appropriate check, diversion and, metering, devices for the preferred location and shall prepare preliminary layout and dimensions of the proposed structures and associated improvements.
- Contractor shall evaluate diversion pipeline alternatives to get water from the ditch to Reservoir 1, 2, and 3. The alignment assessment shall include property research and boundaries, existing physical improvements along the routes, and existing utilities along the routes/

Contractor's Deliverables

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

- Preliminary Engineering design drawings, not for construction, showing the preferred location of the diversion and pipeline alignment.

Client: Town of Firestone

Project Number: _____

Project Name: Coal Ridge Ditch Lateral Preliminary Design

Contract Amount: \$ 42,144.48

Contract Type: Lump Sum Fee

Date: 8/2/2023

Project Manager: DL

Fee

Phase	Task	DESCRIPTION	CLASS	HRS	C/O Rate	Total C/O Cost
		Preliminary				
		Field Visit Alignment Alternatives		16	\$ 116.00	\$ 1,856.00
		Preliminary Alignment Research & Development		40	\$ 116.00	\$ 4,640.00
		Draft Alignment Alternatives		8	\$ 116.00	\$ 928.00
		Hydraulic Modelling and Finalize Pipe Size		24	\$ 116.00	\$ 2,784.00
		Diversion Location Options & Coordinate with Ditch Co.		80	\$ 116.00	\$ 9,280.00
		Coal Ridge Ditch RAS Modelling		16	\$ 116.00	\$ 1,856.00
		Coordination with L. Rice for Sizing		8	\$ 116.00	\$ 928.00
		Flow Meter Equipment		16	\$ 116.00	\$ 1,856.00
		Power Supply		24	\$ 116.00	\$ 2,784.00
		Location & Orientation		8	\$ 116.00	\$ 928.00
Total Labor				240		\$ 27,840.00

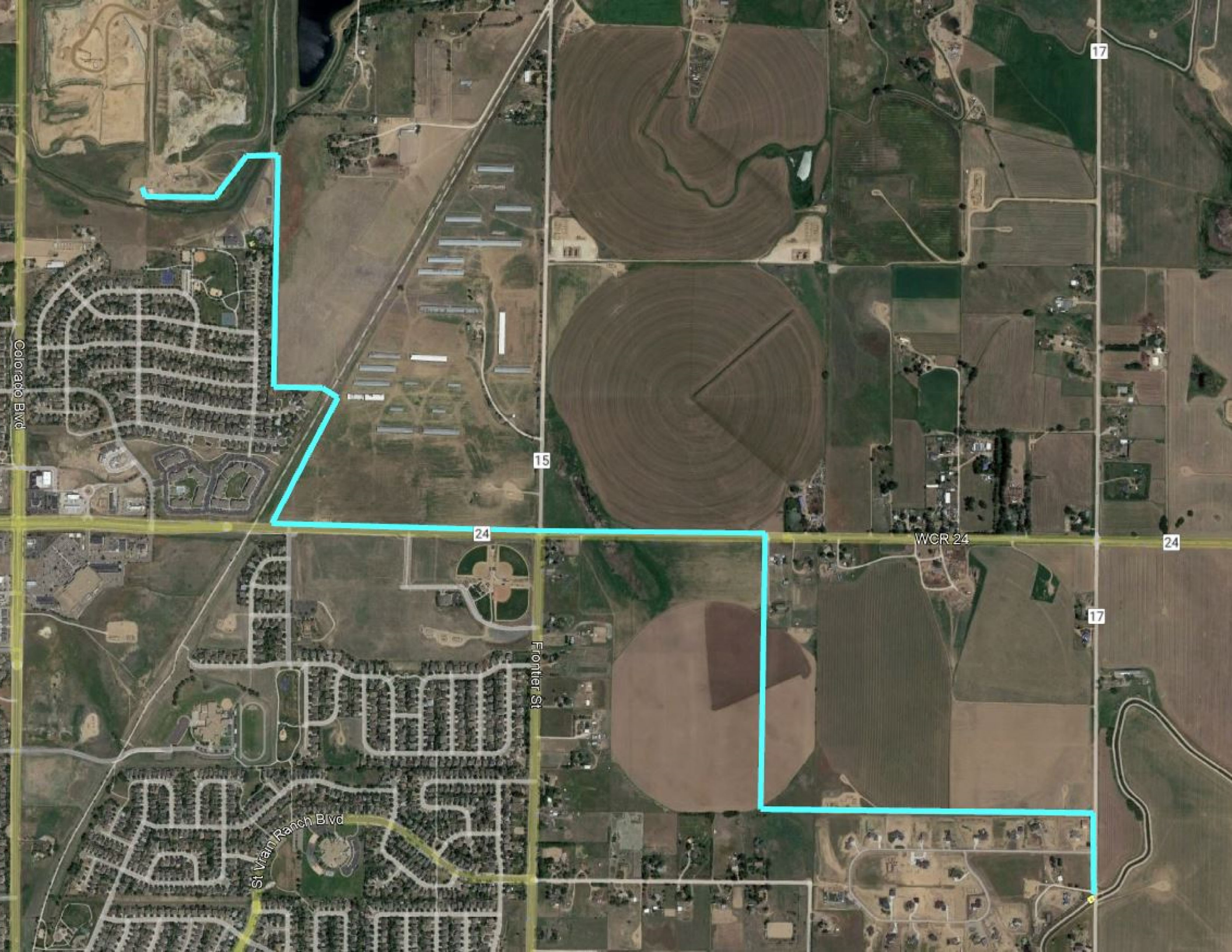
Consultants

	Amount
Survey - CivilArts	\$ 7,598.00
Potholing -	
Geotech - CMT	
Utility Locator	\$ 3,940.00
Title Commitment -	
Electrical & Structural Engineer	
SCADA Designer	
Total Consultants	\$ 11,538.00

Reimbursables (or Non)

	Amount
Reproduction	\$ -
Survey Supplies	\$ -
Postage/Shipping	
Mileage	\$ 174.00
Travel	
Meals/Entertainment	
Miscellaneous	
Total Reimbursables	\$ 174.00

Labor	\$ 27,840.00
Consultants (+5%)	\$ 12,114.90
Reimbursables (+5%)	\$ 182.70
Margin (+5%)	\$ 2,006.88
Total	\$ 42,144.48



17

Colorado Blvd

15

24

WCR 24

24

17

Frontier St

St Vrain Ranch Blvd

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.c

Discussion/Action

Meeting Date: September 27, 2023

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 23-103: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND COLORADO CIVIL GROUP INC FOR ENGINEERING DESIGN SERVICES PERTAINING TO THE CWCWD MASTER METER FLOW CONTROL VAULTS PRELIMINARY DESIGN PROJECT

RECOMMENDATION

Staff recommends approval of Resolution 23-103, authorizing the execution of the agreement for the preliminary design services between the Town of Firestone and Colorado Civil Group, Inc. and authorizing staff to expend funds.

SUMMARY

This agreement authorizes Colorado Civil Group, Inc. to prepare a preliminary design for the Central Weld County Water District (CWCWD) Master Meter Vault Flow Control Project. The first stage of this project is the preliminary design of the metering and flow control vaults and the installation sites. The preliminary design will allow the Town to select vault locations that best avoid conflicts with existing utilities and improvements. Information from the preliminary design will then be used to develop a scope and budget for the final design of the improvements.

The Town now has two potable water sources that deliver to our distribution system. Current water customer service taps are supported by water and infrastructure treated at the Carter Lake Filter Plant and delivered to the Town's distribution system by Central Weld County Water District. Most new water customers expected in Firestone will have service taps served by water and infrastructure treated at the St Vrain Water Treatment Plant and delivered to the Town's distribution system by the Town's transmission pump station and pipeline. It will be necessary for the Town to manage and regulate how much water it takes from each source to ensure that it is not taking too much water from either, based on the tap fees paid to each source. To accomplish this, the Town will install metering and flow regulation devices outside of select master metered connections to Central Weld's system.

These facilities will have the added value of serving as backflow devices to ensure that water from the Town's distribution system is not delivered back into the Central Weld system and was agreed upon with the approval of the 6th Addendum to the Water Service Agreement between the Town of Firestone and Central Weld County Water District.

FINANCIAL CONSIDERATIONS

The agreement includes an amount not to exceed \$ 46,600.00. Sufficient funds were budgeted in the Water Fund CIP account for the Coal Ridge Ditch Lateral Preliminary Design Project.

HISTORY AND PREVIOUS BOARD ACTION

During the 2023 budget work sessions with the Board of Trustees, staff presented this project as part of the CIP for the Water Fund. On May 24, 2023, the Board of Trustees approved Resolution 23-60 for the 6th Addendum to the Water Services Agreement between the Town of Firestone and Central Weld County Water District.

ATTACHMENTS

1. Reso 23-103 CCG Agreement for CWCWD Master Meter Flow Control Vaults Preliminary Design
2. CWCWD Master Meter Flow Control Vaults - Preliminary Design Contract

3. Exhibit A1-Budget
4. Exhibit A2-Control Vault Locations

RESOLUTION NO. 23-103

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND COLORADO CIVIL GROUP INC FOR ENGINEERING DESIGN SERVICES PERTAINING TO THE CWCWD MASTER METER FLOW CONTROL VAULTS PRELIMINARY DESIGN PROJECT

WHEREAS, the Town of Firestone (“Town”) is in need of professional engineering design services for the CWCWD Master Meter Flow Control Vaults Preliminary Design Project (“Project”); and

WHEREAS, Staff recommends that Colorado Civil Group, Inc. (“CCG”) be selected to provide the Project services as a sole provider because given their expertise, qualifications, experience and knowledge of the Town’s operations it is in the best interest of the Town to have CCG perform the Project.

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

The Professional Services Agreement including Exhibit A for Engineering Design Services Pertaining to the CWCD Master Meter Flow Control Vaults Preliminary Design Project between the Town of Firestone and Colorado Civil Group, Inc. is approved in substantially the same form as the copy attached hereto and made a part of this Resolution, and the Mayor is authorized to execute the Agreement on behalf of the Town.

PASSED AND ADOPTED this 27th day of September, 2023.

Drew Alan Peterson, Mayor

ATTEST:

Kristi K. Bashor, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2023 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and **Colorado Civil Group, Inc.**, an independent contractor with a principal place of business at 2204 Hoffman Drive, Loveland, Colorado 80538 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as: **CWCWD Master Meter Flow Control Vaults Preliminary Design (W2023-9551)**.

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

II. TERM AND TERMINATION

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

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

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$46,600.00. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

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

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

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

V. OWNERSHIP

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

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

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

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

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

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

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

VIII. INDEMNIFICATION

A. 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.

X. CHANGE ORDERS

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

XI. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF FIRESTONE, COLORADO

Drew Allen Peterson, Mayor

ATTEST:

Kristi Bashor, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

COLORADO CIVIL GROUP, INC.

By: _____

David Lindsay, President

ATTEST:

Chris Messersmith, VP

EXHIBIT A
SCOPE OF SERVICES

Contractor's Duties

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

- Contractor shall perform a site assessment for 6 locations adjacent to existing Central Weld County Water District Master Meters. The site assessment shall include property research and boundaries, existing physical improvements at the locations, and existing utilities at the locations.
- Contractor shall research and select appropriate flow control, metering, and backflow devices for each vault and shall prepare preliminary layout and dimensions of the proposed vaults and associated improvements.
- Contractor shall use the site assessment information and the vault layout to prepare a preliminary engineering design for each location.

Contractor's Deliverables

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

- Preliminary Engineering design drawings, not for construction.

PROJECT BUDGET

 x New
 Change

Client: Town of Firestone
Project Number: 0668.0000.02.C-038
Project Name: CWCWD Master Meter Flow Control Vaults - Preliminary Design

Date: 7/12/2023

Contract Amount: \$ 46,560.85
Contract Type: Lump Sum Fee

Project Manager: DL

Fee

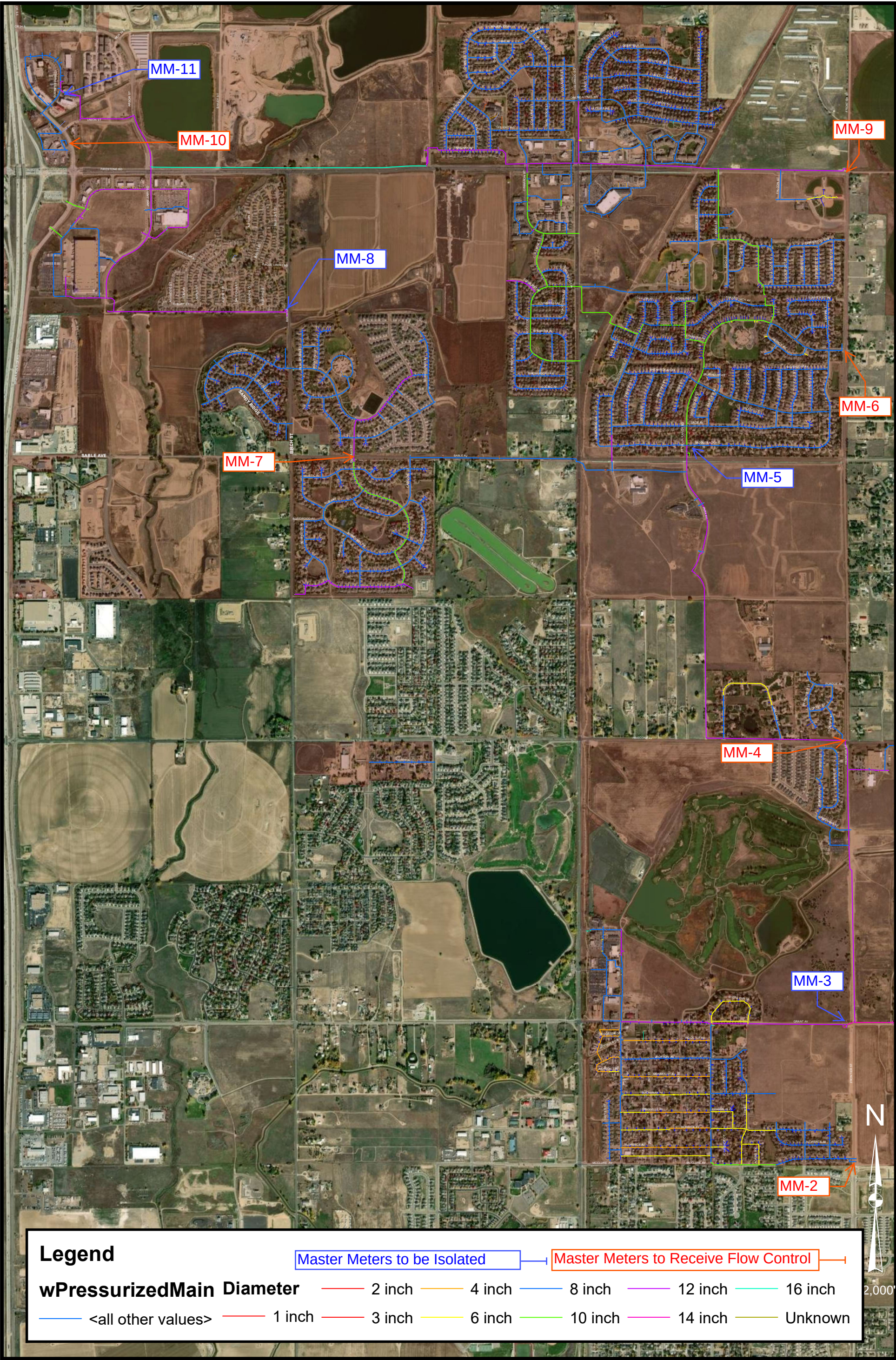
Phase	Task	DESCRIPTION	CLASS	HRS	C/O Rate	Total C/O Cost
		Preliminary Vault Design				
		WaterCAD Modelling		12	\$ 116.00	\$ 1,392.00
		Flow Meter Selection		16	\$ 116.00	\$ 1,856.00
		Control Valve Sizing & Selection		16	\$ 116.00	\$ 1,856.00
		Telemetry Research		8	\$ 116.00	\$ 928.00
		Vault Design		12	\$ 116.00	\$ 1,392.00
		Vault Design CAD Drawings		16	\$ 116.00	\$ 1,856.00
		Vault Revisions based on Client Review		4	\$ 116.00	\$ 464.00
		Preliminary				
		coordinate with survey, utility locator sub		16	\$ 116.00	\$ 1,856.00
		Vault and Tie In locations		96	\$ 116.00	\$ 11,136.00
		Locate and coordinate power supply		16	\$ 116.00	\$ 1,856.00
		Base Setup				
		base topo & utility		16	\$ 116.00	\$ 1,856.00
		base site plan		8	\$ 116.00	\$ 928.00
		Field Visits				
		Preliminary Field Visit for Vaults Placement		36	\$ 116.00	\$ 4,176.00
		David Lindsay		12	\$ 145.00	\$ 1,740.00
Total Labor				284		\$ 33,292.00

Consultants	Amount
Survey - CivilArts	\$ 7,737.00
Potholing -	
Geotechnical -	
Utility Locator -	\$ 2,260.00
Title Commitment -	
Electrical & Structural Engineer	
SCADA Designer	
Total Consultants	\$ 9,997.00

Reimbursables (or Non)	Amount
Reproduction	
Survey Supplies	\$ 250.00
Postage/Shipping	
Mileage	\$ 278.40
Travel	
Meals/Entertainment	
Miscellaneous	
Total Reimbursables	\$ 528.40

Labor	\$ 33,292.00
Consultants (+5%)	\$ 10,496.85
Reimbursables (+5%)	\$ 554.82
Margin (+5%)	\$ 2,217.18
Total	\$ 46,560.85

FIRESTONE POTABLE WATER SYSTEM



**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.d

Discussion/Action

Meeting Date: September 27, 2023

Initiated By: Ivy Pitts

Dept: Administration

AGENDA TITLE

Resolution 23-100: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ADOPTING THE BOARD OF TRUSTEES 2024-2025 WORK PLAN

RECOMMENDATION

Staff recommends approval of the Resolution to adopt the 2024-2025 Work Plan

SUMMARY

During the 2023 Retreat, the Board was presented with a draft 2024-2025 Work Plan outlining current and future goals based on previous Board direction and the Board of Trustee Strategic Goals. Board members and staff worked together to revise the draft plan. Board members at the Retreat requested that the final version be brought before the entire Board at a future meeting. The proposed Work Plan will provide staff with clear objectives, priorities, and timelines for upcoming projects and initiatives.

FINANCIAL CONSIDERATIONS

N/A

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. Reso 23-100 Board of Trustees 2024-2025 Work Plan
2. Board of Trustees 2024-2025 Work Plan

RESOLUTION NO. 23-100

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO ADOPTING THE BOARD OF TRUSTEES
2024-2025 WORK PLAN**

WHEREAS, at its recent retreat of September 7-8, 2023, noticed as a public meeting the Board of Trustees as one of its tasks focused on its Strategic Goals and setting forth tasks and timelines to meet such goals; and

WHEREAS, the Board of Trustees Strategic Goals include maintaining the Town's infrastructure and facilities, upholding fiscal integrity, establishing a strong and competitive business environment, encouraging community governance with civic partnerships, maintaining a safe, clean and beautiful Town and designing and promoting livable neighborhoods and communities; and

WHEREAS through engagement with staff the Board of Trustees set forth various tasks for the Town's Departments to accomplish in order to meet the Board's Three to Five year and its 2024-2025 objectives all of which are set forth in the Board of Trustees 2024-2025 Work Plan

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

The Town of Firestone Board of Trustees 2024-2025 Work Plan is adopted in substantially the same form as the copy attached hereto and made a part of this resolution.

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

TOWN OF FIRESTONE, COLORADO

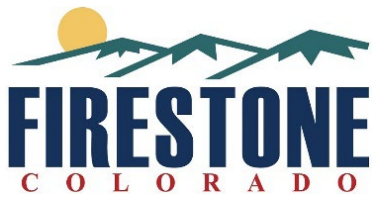
Drew Alan Peterson, Mayor

ATTEST:

Kristi K. Bashor, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney



Board of Trustees 2024-2025 Work Plan

September 2023

Board of Trustees Strategic Goals

1. Maintain Town infrastructure and facilities
2. Uphold fiscal integrity
3. Establish a strong and competitive businesses environment
4. Encourage community governance with civic partnerships
5. Maintain a safe, clean, and beautiful town
6. Design and promote livable neighborhoods and homes

3-5 Year Objectives

Administration

- Modernize records management practices and public accessibility of records
- IT road map
- Grow organizational capacity

Economic Development

- Grow sales tax base by 10%
- Develop a Town Center Plan
- 1st Street commercial development
- Introduce primary employment in Firestone

Engineering

- Implement Comprehensive 5-year CIP Plan (Stormwater, Transportation, & Water):
 - Complete/implement all three major Engineering master plans: Drainage Master Plan, Transportation Master Plan, & Potable/Distribution Water Master Plan
- Transition all non-Water Action Plan water projects to in-house projects
- Develop and implement a multi-jurisdictional plan to improve Colorado Blvd
- Implement new CDPHE MS4 (Stormwater) Permit to ensure compliance

Finance

- Implement Open Budget platform

Marketing & Communications

- Develop an inclusive and engaged community

- Improve, update, and adapt communication channels
- Grow and adapt community events to continue to increase participation

Planning & Development

- Implement the Historic Firestone Neighborhood Plan
- Implement the updated Comprehensive Master Plan

Police Department

- Become the safest community in Colorado
- Implement the Police Department's Strategic Plan

Human Resources

- Develop the next generation of Town of Firestone management, ensuring a workforce that will work hard to meet their full potential
- Formalize an Agency Growth Plan

Public Works

- Beautify Town rights of way
- Improve connectivity throughout town
- Upgrade every Town park
- Diversify the Town water portfolio
- Build sustainable water storage and infrastructure
- Grow treatment capacity with St. Vrain Water Authority

2024-2025 Objectives

Administration

- Foster civic engagement
- Develop an onboarding program for new board and commission members
- Transition additional departments' records into Laserfiche; add public access to appropriate records
- Engage outside parties regarding future of Central Park
- Formalize space evaluation for future expansion of PD facility
- Utilize Office 365 for digital efficiency and introduce additional security measures to remain proactive against digital threats
- Increase broadband access
- Begin streaming all open meetings and work sessions held by Town Boards and Commissions

Economic Development

- ICSC retail recruitment
- Firestone Blvd tenant recruitment

Engineering

- Finalize the Drainage Master Plan
- Begin update to Potable/Distribution Water Master Plan
 - Include homeland security elements
- Continue the Historic Firestone Waterline/Road Replacement Project (Phase 3 scheduled for 2024)
- Begin/continue discussions with adjacent jurisdictions (including CDOT) on regional coordination and improvement plans for Colorado Blvd
- Participate in the review of a draft CDPHE MS4 Permit (expected late 2023) and identify impacts to the Town

Marketing & Communications

- Utilize Polco to engage residents in follow-up questions related to 2023 Community Survey results

Planning & Development

- Complete the updated Comprehensive Master Plan
- Update the FDC to align with the objectives of the Master Plan and Historic Firestone Neighborhood Plan
- Initiate the wayfinding project as outlined in the Historic Firestone Neighborhood Plan
- Explore partnering with Weld Co, Frederick, Ft. Lupton, and Platteville on a study or sub-area plan of the CR19 corridor
- Adopt a Model Service Plan for metropolitan districts

Police Department

- Install Flock Safety cameras in town to enhance public safety (Technology Integration)
- Sponsor a Police Recruit applicant to attend a police academy (Recruiting and Hiring)
- Send first line supervisors to leadership development training (Leadership Development)

Finance

- Implement updated impact fees
- Complete a Stormwater Fee Study

Human Resources

- Establish Town of Firestone mission, vision, and values
- Align the Workforce Plan with the overall Strategic and Master Plans of the Town
- Develop tools and templates needed to implement the Workforce Plan

Public Works

- Continue implementation of the 2020-2050 Water Action Plan
- Transition St. Vrain Water Treatment Plant assets to St. Vrain Water Authority (ownership and operation)

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.e

Discussion/Action

Meeting Date: September 27, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Resolution 23-105: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ACKNOWLEDGING PAYOFF OF THE WATER ENTERPRISE REVENUE BOND SERIES 2022

RECOMMENDATION

Staff recommends Approval of Resolution

SUMMARY

The 2022 Water Bonds debt was retired less than a year after issuance due to revenue received from developers for storage and infrastructure and native water credits.

The bonds were issued with a 10-year term and allowed for early payoff at-par. By paying this debt early, the Town saved approximately \$4,050,000 in interest expense.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. Payoff Document
2. Water Enterprise Bonds Pay-Off Acknowledgement RESO

PAID IN FULL
Date 07-17-23 
ZIONS BANCORPORATION, N.A.

UNITED STATES OF AMERICA

STATE OF COLORADO

COUNTY OF WELD

TOWN OF FIRESTONE, COLORADO
WATER ENTERPRISE REVENUE BOND
SERIES 2022

No. R-1 \$20,000,000

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED AS OF</u>	<u>CUSIP</u>
3.89%	December 1, 2032	December 20, 2022	n/a

REGISTERED OWNER: ZMFU II, INC.

PRINCIPAL AMOUNT: TWENTY MILLION DOLLARS

The Town of Firestone (the "Town"), in the County of Weld and State of Colorado (the "State"), for value received, hereby promises to pay to the registered owner specified above, or registered assigns, upon the presentation and surrender of this Bond, solely from the special funds provided therefor, as hereinafter set forth, the principal amount set forth above on the maturity date specified above (unless this Bond shall have been called for prior redemption, in which case on the Redemption Date) and to pay solely from such special funds interest hereon at the interest rate per annum specified above, payable semiannually on June 1 and December 1 in each year, commencing on June 1, 2023, until the principal amount is paid or payment has been provided for, as described in an ordinance adopted by the Board of Trustees of the Town on November 9, 2022 (the "Ordinance"), as supplemented by the Sale Certificate. This is one of an authorized series of bonds issued under the Ordinance (the "Bonds"). The Bonds are all issued under and equally and ratably secured by and entitled to the security of the Ordinance. To the extent not defined herein, terms used in this Bond shall have the same meanings as set forth in the Ordinance. This Bond bears interest, matures, is payable, is subject to redemption and is transferable as provided in the Ordinance, as supplemented by the Sale Certificate.

Reference is made to the Ordinance and to all ordinances supplemental thereto, with respect to the nature and extent of the security for the Bonds, the accounts, funds or revenues pledged, rights, duties and obligations of the Town, the Paying Agent, the rights of the Owners of the Bonds, the Events of Default and remedies, the circumstances under which any Bond is no longer Outstanding, the issuance of additional bonds and the terms on which such additional bonds secured by the Net Revenues may be issued, the ability to amend the Ordinance, and to all the provisions of which the Owner hereof by the acceptance of this Bond assents.

THE BONDS ARE ISSUED PURSUANT TO AND IN FULL COMPLIANCE WITH THE CONSTITUTION AND LAWS OF THE STATE OF COLORADO, AND PURSUANT TO THE ORDINANCE. THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE TOWN, SECURED BY THE NET REVENUES. THE BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION DEBT OF THE TOWN, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, AND NEITHER THE TOWN, THE STATE

NOR ANY OF THE POLITICAL SUBDIVISIONS THEREOF IS LIABLE THEREFOR. NEITHER THE MEMBERS OF THE BOARD OF TRUSTEES OF THE TOWN NOR ANY PERSONS EXECUTING THIS BOND SHALL BE PERSONALLY LIABLE FOR THIS BOND.

It is certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the Town in the issuance of this Bond; that it is issued pursuant to and in strict conformity with the Constitution of the State of Colorado, the laws of the State of Colorado, and with the Ordinance and any ordinances supplemental thereto; and that this Bond does not contravene any Constitutional or statutory limitation.

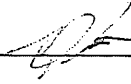
It is also certified, recited, and warranted that the Bonds of the series of which this Bond is one are issued under the authority of Title 31, Article 35, Part 4; Title 37, Article 45.1; and Title 11, Article 57, Part 2, C.R.S., and in full conformity therewith. It is the intention of the Town, as expressed in the Ordinance, that pursuant to Section 11-57-210, C.R.S., such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value; and pursuant to Section 31-35-413, C.R.S., such recital shall conclusively impart full compliance with all the provisions of such statute and Bonds issued containing such recital shall be incontestable for any cause whatsoever after their delivery for value.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the certificate of authentication hereon shall have been duly executed by the Paying Agent.

IN WITNESS WHEREOF, the Town has caused this Bond to be signed and executed in its name and upon its behalf with the manual or facsimile signature of its Mayor, has caused the manual or facsimile of the seal of the Town to be affixed hereon and has caused this Bond to be signed, executed and attested with the manual or facsimile signature of its Town Clerk, all as of the date specified above.



(SEAL)
Attest:



Mayor



Deputy Town Clerk

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Ordinance.

UMB BANK, N.A., as Paying Agent

Date of Authentication
and Registration: December 20, 2022

By: _____

Authorized Signatory

RESOLUTION NO. 23-105

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO ACKNOWLEDGING PAYOFF OF THE
WATER ENTERPRISE REVENUE BOND SERIES 2022**

WHEREAS, the Town of Firestone's ("Town") Board of Trustees adopted Resolution 23-67 on June 14, 2023 which authorized the Town Manager to provide Vectra Bank (Zions Bancorporation N.A.) the required notice to pay in full the \$20,000,000 Water Enterprise Revenue Bond Series 2022 ("Bond"); and

WHEREAS such payment would save the Town \$4,050,000 in interest payments as the Bond did not mature till December 1, 2032; and

WHEREAS, though staff notified Vectra Bank and commenced the process to pay-off the Bond it did not advise the Board of Trustees of its actions; and

WHEREAS, on August 9, 2023 the Town Manager received written notice from an Assistant Vice President of Zions Bancorporation N.A. that the \$20,000,000 Water Enterprise Revenue Bond Series was paid in full on July 17, 2023.

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

The Board of Trustees does hereby acknowledge as shown in the attached Town of Firestone Colorado Water Enterprise Revenue Bond Series 2022, designated as Paid In Full and made a part of this resolution that the Bond has been retired.

INTRODUCED, READ AND ADOPTED this __ day of August, 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

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.f

Discussion/Action

Meeting Date: September 27, 2023

Initiated By: Raelynn Ferrera

Dept: Administration

AGENDA TITLE

Update regarding CVPRD and Town parks and recreation facilities reservations.

RECOMMENDATION

SUMMARY

- 2023, no change in fee structure (other than light fee) or mechanism of field scheduling.
- 2023-2024, evaluate fees and work to incorporate Town fees into CVPRD fees for 2024.
- 2024, implement fees and evaluate the Sports Complex management.
- 2024-2025 Town manages and schedules the sports complex, all other fields, courts, and parks.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.g

Discussion/Action

Meeting Date: September 27, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

2024 Water/Stormwater Fund (All Dept) Budget Presentation

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

None

Payroll Board Report: July 2023

Company Total

Gross Earnings	Hours/Units	Amount	% of Co	Voluntary Deductions	Amount	Employee Taxes	Amount
Regular	16,056.95	701,136.35	100.00%	SUPPORT ORDER \$ 1	773.08	Federal W/H	70,741.43
Overtime	215.47	11,286.59	100.00%	Accident Insurance	1,302.75	Medicare	12,191.56
Acting Supervisor	72.71	5,271.00	100.00%	Critical Illness + Spouse	409.85	Social Security	973.81
Bereavement	54.90	2,179.84	100.00%	Critical Illness Employee Only	718.15	Colorado State W/H	30,323.00
Call Out	30.00	1,166.34	100.00%	Equipment	775.20		114,229.80
Comp Time Used	88.78	2,534.93	100.00%	FPPA - 457 Amount	1,442.01		
Contract Paid Time Off	21.00	1,247.60	100.00%	FPPA - 457 Percentage	541.46	Employer Taxes	Amount
Holiday Time Off	588.45	27,189.41	100.00%	FPPA - Police Pension	31,421.76	Employer Medicare	12,191.39
Holiday Time Off 10	84.66	3,997.92	100.00%	FPPA ROTH 457	50.00	Employer Social Security	973.82
Holiday Worked	490.68	28,183.17	100.00%	FSA Dependent Care Amount	3,072.12	CO SUI	126.42
PD Grants/ Contracts	18.60	1,453.80	100.00%	Flexible Spend Account Medical	3,206.06		13,291.63
PD Shift Supervisor	23.10	1,309.82	100.00%	Health Savings Account	17,174.01		100.00%
Paid Time Off	1,944.43	86,311.04	100.00%	Hospital Insurance Employee On	991.79	Employer Match	Amount
Paid Time Off Payout	17.83	485.87	100.00%	Limited Purpose Flexible Spend	-187.58	ER PERA MATCH - Match	86,607.08
CELL PHONE STIPEN	-	275.00	100.00%	Medical Choice Employee Only	-37.32		86,607.08
MISC PAY	-	117.64	100.00%	Medical HSA Choice	6,668.72		100.00%
Retro Pay	-	4,071.81	100.00%	Medical OAP	7,265.52	Memo Deductions	Amount
	19,707.56	878,218.13	100.00%	Mission Square - 457b %	240.98	Basic Life AD&D - ER Paid	1,569.15
				Mission Square 457-Post	240.48	Dental Employer Contribution	9,385.12
				PERA	52,444.77	HSA Employer Contribution	1,971.59
				PERA - 401K Roth Amount	500.00	Long Term Dis Police ER Paid	2,485.40
				PERA - 401K Amount	236.16	Long Term Disability ER Paid	1,383.93
				PERA - 401K Percentage	951.49	Medical Base ER Contribution	41,199.82
				PERA - 457 AMOUNT	418.00	Medical HSA Choice ER Contrib	48,903.02
				PERA - 457 PERCENTAGE	1,807.27	Medical OAP Employer Contrib	41,169.38
				PERA - 457 ROTH AMOUNT	300.00	Pension Death and Disability	4,290.36
				PERA - 457 ROTH	336.52	Short Term Disability ER Paid	2,593.85
				PERCENTAG	108.50	Vision Employer Contribution	1,692.00
				PERA Life Insurance	4,351.45		156,643.62
				Pension Death and Disability	56.00		
				Voluntary Life and AD&D Child	1,672.80	Net Pay	624,306.53
				Voluntary Life and AD&D	429.80		
				Employ			
				Voluntary Life and AD&D			
				Spouse			
				TOTAL	139,681.80		

Name	Total Paid
Total 4 RIVERS EQUIPMENT, LLC:	5,453.94
Total ABS CONCRETE INC:	12,920.00
Total ADAMSON POLICE PRODUCTS:	360.64
Total AIMS JUNIOR COLLEGE DISTRICT:	680.99
Total AIRGAS INC:	169.34
Total Altitude Recreation Inc:	2,783.60
Total AMAZON CAPITAL SERVICES:	2,974.32
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total A-ONE CHIPSEAL:	1,082,755.63
Total ARBITRAGE COMPLIANCE SPECIALISTS INC:	2,500.00
Total Arrakeen Resource LTD CO:	3,700.00
Total ASPHALT SPECIALTIES CO., INC.:	186,217.20
Total ASSOCIATED LANDSCAPE CONTRACTORS OF CO:	.00
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total AXON ENTERPRISE INC:	1,440.00
Total B K TIRE, INC:	2,922.63
Total BAREFOOT RESIDENTIAL LLC:	334.66
Total BINFORD SUPPLY LLC:	20,309.58
Total BIZWEST:	700.00
Total Black Hills Energy:	976.92
Total BLUESCOPE CONSTRUCTION INC:	157,088.66
Total BOHANNAN HUSTON INC:	5,443.45
Total BUCKEY INTERNATIONAL INC:	966.98
Total BUTLER SNOW LLP:	270.00
Total C & S CO:	1,111.02
Total C & W TRUCK AND TRAILER, LLC:	267.00
Total CARBON VALLEY RECREATION DISTRICT:	133.00
Total CARBON VALLEY RECREATION DISTRICT-FURA:	55,007.55
Total CASI - Asphalt:	850.00
Total CELEGANS LABS INC:	21,343.55
Total CENTRAL COLORADO WATER CONSV DSTR (FURA):	91.54
Total CENTRAL COLORADO WATER SUBDISTRCT (FURA):	135.60
Total CENTRAL STATES HOSE INC:	99.04
Total CENTRAL WELD COUNTY WATER DISTRICT:	29.27
Total CENTURY LINK:	1,348.07
Total CERTIFIED LABORATORIES:	1,808.45
Total CHASE PAYMENTNET:	73,053.96
Total CHECK-IT CODE CONSULTING LLC:	11,377.95
Total CIGNA HEALTH & LIFE INSURANCE CO:	153,866.89

Name	Total Paid
Total CINTAS FIRST AID & SAFETY:	180.91
Total CIRSA:	161.22
Total CITY OF GREELEY:	4,000.00
Total CITY OF LOVELAND:	200.00
Total COLORADO JUMPS DBA AIRBOUND:	3,225.00
Total COLORADO MATERIALS, INC:	2,186.60
Total COLORADO SCHOOL OF MINES:	1,250.00
Total CONCENTRA MEDICAL CENTERS:	209.00
Total CORE & MAIN LP:	2,808.84
Total COTTONWOOD HOLLOW COMMERCIAL METRO DISTR:	2.91
Total COTTONWOOD HOLLOW RESIDENTIAL METRO DIST:	19,902.26
Total DANA KEPNER COMPANY INC.:	9,581.24
Total DBC IRRIGATION SUPPLY:	5,467.00
Total DELTA DENTAL OF COLORADO, INC:	20,004.93
Total EMBRY-RIDDLE AERONAUTICAL UNIVERSITY INC:	1,250.00
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	810.34
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	33,349.77
Total FACTORY MOTOR PARTS CO.:	135.12
Total FARIS MACHINERY COMPANY:	11,045.00
Total FASTENAL COMPANY:	462.98
Total FEDEX:	177.00
Total FIDELITY NATIONAL TITLE - S DENVER:	11.50
Total FIRELIGHT COMMERCIAL METROPOLITAN DIST:	111.82
Total FIRELIGHT RESIDENTIAL METROPOLITAN DIST:	.77
Total FIRST AMERICAN TITLE CO:	253.55
Total FIT FOR YOU LLC:	152.50
Total FLEXX PRODUCTIONS LLC:	5,397.47
Total FORTRESS DEVELOPMENT SOLUTIONS:	13,310.73
Total FRANCE PUBLICATIONS, INC:	850.00
Total FRED DIEHL CONSULTING:	4,000.00
Total FREDERICK-FIRESTONE FIRE-FURA:	247,211.66
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	159.00
Total FRONTIER BUSINESS PRODUCTS:	7,838.39
Total FRONTIER COMPUTER CORP.:	355.08
Total FUZION FIELD SERVICES LLC:	63,338.00
Total G & G EQUIPMENT INC:	270.03
Total GALLUP INC:	4,018.74
Total GOLF & SPORT SOLUTIONS:	57,730.95
Total GRAINGER:	4,703.41

Name	Total Paid
Total GRAVES CONSULTING LLC:	2,500.00
Total GREEN GIRL RECYCLING SERVICES:	408.00
Total GREGORY LEO HANSEN:	.00
Total GROUND SOLUTIONS:	1,624.00
Total HALCYON DESIGN LLC:	2,340.00
Total HARDLINE EQUIPMENT LLC:	5,924.97
Total HARRELL'S INC:	812.97
Total HAYASHI & MACSALKA, LLC:	16,521.00
Total HD SUPPLY INC:	183.00
Total High Plains Library District - FURA:	84,982.51
Total HOMELIGHT TITLE:	17.66
Total I BENEFIT TECHNOLOGY RESOURCES, LLC:	400.00
Total INTERNATIONAL ASSOC FOR PROPERTY & EVIDE:	370.00
Total INTERSTATE BATTERY OF THE ROCKIES:	469.56
Total INTERSTATE FORD:	428.33
Total JONES, STEPHEN:	1,100.00
Total JOSHUA BOBB:	900.00
Total KATHLEEN A. OATIS:	1,250.00
Total KG CLEAN INC:	5,500.28
Total KIMBALL MIDWEST:	1,562.58
Total KING CHEVROLET BUICK GMC:	34.77
Total KINSCO, LLC:	1,287.92
Total L. L. JOHNSON DISTRIBUTING CO.:	333.58
Total LAND TITLE-DENVER-2:	11.83
Total LAND TITLE-FT COLLINS:	100.62
Total LANGUAGE NEXUS, INC:	220.00
Total LARRY'S MOBILE WELDING INC:	2,700.00
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	52,766.86
Total LENNAR COLORADO:	198.21
Total LEONARD RICE ENGINEERS, INC:	57,879.55
Total LEXIPOL LLC:	15,960.13
Total LEXISNEXIS RISK SOLUTIONS:	805.00
Total LITTLE THOMPSON WATER DISTRICT:	721.46
Total LONGMONT HUMANE SOCIETY:	1,225.00
Total LYONS GADDIS:	25,000.00
Total MAC EQUIPMENT INC LONGMONT:	2,999.00
Total MAIN STREET MAT COMPANY, INC:	652.62
Total MCCI, LLC:	32,450.62
Total MCGRANE WATER ENGINEERING, LLC:	9,953.75

Name	Total Paid
Total MDI TRUCKS OF NORTHERN COLORADO:	5,329.34
Total MILE HIGH GOLF CARS:	410.00
Total MILE HIGH METAL WORKS INC:	2,500.00
Total MILLER GROUNDWATER ENGINEERING, LLC:	2,234.00
Total MISC VENDOR:	28,724.89
Total MOORE IACOFANO GOLTSMAN, INC:	5,647.50
Total MORGAN STANLEY SMITH BARNEY LLC:	5,759.04
Total MUTUAL OF OMAHA INSURANCE CO:	8,399.40
Total NEIGHBORS POINT METRO DISTRICT:	64,631.16
Total NEW IPT INC:	3,312.50
Total Northern Colorado Water Cons. Dist.-FURA:	38,329.38
Total NP125 Metropolitan District - FURA:	52,978.19
Total O.J. WATSON COMPANY, INC.:	17,265.00
Total ODP BUSINESS SOLUTIONS LLC:	376.41
Total ONLINE SOLUTIONS LLC:	13,257.37
Total O'REILLY AUTO PARTS:	1,579.46
Total POLICE EVIDENCE AUDITS LLC:	6,000.00
Total POO FREE PARKS:	2,569.74
Total Precise Striping LLC:	787.50
Total PSYCHOLOGICAL DIMENSIONS, LLC:	400.00
Total PUMPTECH HOLDINGS LLC:	11,269.90
Total PUREWATER DYNAMICS, INC:	340.08
Total QUADIENT LEASING USA INC:	647.93
Total RAFTELIS FINANCIAL CONSULTANTS INC:	22,013.73
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	108.00
Total RAPTOR MATERIALS LLC:	64.16
Total REDNECK TRAILER SUPPLY:	344.20
Total RESTITUTION / COURT REFUNDS:	805.00
Total RIPTIDE CAR & PET WASH:	852.25
Total ROCKY MOUNTAIN CHRISTIAN CHURCH:	5,000.00
Total ROCKY MOUNTAIN RESERVE LLC:	438.80
Total ROCKY MOUNTAIN WATER ENVIRONMENT ASSOC:	500.00
Total SHAMELESS SELF PROMOTIONS LLC:	1,964.00
Total SHERWIN WILLIAMS CO.:	265.82
Total SHRED VAULT COLORADO LLC:	90.00
Total SIMPLIFILE:	537.67
Total SKYVIEW MEADOWS METRO DIST:	1,483,286.99
Total SPWRAP:	11,992.38
Total ST VRAIN & LEFT HAND WATER CONSERVANCY:	9,135.92

Name	Total Paid
Total ST VRAIN VALLEY SCHOOL DIST RE-1J:	1,249,486.10
Total ST VRAIN WATER AUTHORITY:	41,215.90
Total ST. VRAIN LAKES METRO DISTRICT #1 - FURA:	2,021.51
Total ST. VRAIN LAKES METRO DISTRICT #2 - FURA:	452,999.50
Total ST. VRAIN LAKES METRO DISTRICT #3 - FURA:	15,852.52
Total ST. VRAIN LAKES METRO DISTRICT #4 - FURA:	3,668.30
Total St. Vrain Sanitation District - FURA:	43,243.60
Total STEVE BALCEROVICH:	1,250.00
Total Sturgeon Electric Company:	402,262.30
Total SUMMIT DATA PROTECTION LLC:	19,755.00
Total SUN VALLEY ELECTRIC INC:	36,166.50
Total TARGET SPECIALTY PRODUCTS:	1,229.04
Total THE ADAPTIVE WAY LLC:	592.20
Total THE GREENS METRO DISTRICT:	7,116.89
Total THOMSON REUTERS-WEST:	228.09
Total TIMBERLAN, INC:	22,200.00
Total TLTC DISTRIBUTING LLC:	1,851.03
Total TRANSWEST TRUCK TRAILER RV:	57.70
Total TRI STATE OIL RECLAIMERS, INC:	50.00
Total TRIDENT SECURITY SYSTEMS INC:	360.00
Total TRI-TECH FORENSICS INC:	699.00
Total UMB BANK, NA:	800.00
Total UME CUSTOM EMBROIDERY:	2,174.88
Total UNITED SITE SERVICES OF COLORADO:	2,910.00
Total UNIVERSITY AUTO PARTS, INC:	4,608.34
Total UTILITY NOTIFICATION CENTER OF COLORADO:	554.70
Total UTILITY REFUNDS -1:	266.70
Total VANCE BROTHERS INC:	13,440.00
Total VECTOR DISEASE CONTROL INTERNATIONAL LLC:	8,507.60
Total Verizon Connect NWF INC:	226.85
Total VIA MOBILITY SERVICES:	5,280.00
Total VISION SERVICE PLAN - VSP:	1,722.70
Total WAGNER EQUIPMENT CO.:	28.47
Total WAGNER WELDING SUPPLY CO.:	8.40
Total WELD COUNTY ACCOUNTING DEPT.-FURA:	101,968.94
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	3,574.00
Total WELD COUNTY INFORMATION TECHNOLOGY:	310.00
Total WESTWATER RESEARCH, LLC:	5,000.00
Total WICKHAM TRACTOR CO, Inc:	657.78

Name	Total Paid
MISC VENDOR	
Total AMAZING GATES OF COLORADO:	250.00
Total ANM ROOFING LLC:	465.15
Total HIGHLAND HEATING & AIR:	197.51
Total MEGAN AYMOND:	15.00
Total MORTGAGE CONSULTANTS LLC:	9,318.57
Total QUICKTRIP CORP:	18,411.50
Total WOLF GUEVARA LLP:	67.16
Grand Totals:	28,724.89

Name	Total Paid
Total WS BARRICADE CORP:	6,600.00
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	2,560.07
Grand Totals:	6,945,263.25

Payroll Board Report: August 2023

Company Total

Gross Earnings	Hours/Units	Amount	% of Co	Voluntary Deductions	Amount	Employee Taxes	Amount
Regular	17,546.42	772,726.94	100.00%	SUPPORT ORDER \$ 1	773.08	Federal W/H	70,972.58
Overtime	301.79	17,363.32	100.00%	Accident Insurance	1,331.67	Medicare	12,156.95
Acting Supervisor	25.00	1,812.39	100.00%	Critical Illness + Spouse	442.00	Social Security	1,197.24
Call Out	8.00	319.62	100.00%	Critical Illness Employee Only	726.10	Colorado State W/H	30,417.00
Comp Time Used	204.43	6,189.96	100.00%	Equipment	760.20		114,743.77
Extended Paid Leave	7.34	211.98	100.00%	FPPA - 457 Amount	1,500.00		
Holiday Time Off	34.29	1,063.78	100.00%	FPPA - 457 Percentage	669.14	Employer Taxes	Amount % of Co
Holiday Time Off 10	147.80	7,267.03	100.00%	FPPA - Police Pension	31,741.00	Employer Medicare	12,156.95 100.00%
Paid Time Off	1,643.34	67,557.96	100.00%	FPPA ROTH 457	50.00	Employer Social Security	1,197.24 100.00%
Paid Time Off Payout	13.19	411.79	100.00%	FSA Dependent Care Amount	3,072.12	CO SUI	102.01 100.00%
Unpaid Leave	23.39	-	-	Flexible Spend Account Medical	3,226.06		13,456.20 100.00%
CELL PHONE STIPEN	-	300.00	100.00%	Health Savings Account	17,765.82		
MISC PAY	-	280.07	100.00%	Hospital Insurance Employee On	1,053.85	Employer Match	Amount % of Co
Mayor/Trustee	-	2,150.00	100.00%	Limited Purpose Flexible Spend	153.32	ER PERA MATCH - Match	86,741.52 100.00%
Retro Pay	-	-362.75	100.00%	Medical HSA Choice	6,706.04	FPPA Employer Contribution - M	208,574.38 100.00%
	19,954.99	877,292.09	100.00%	Medical OAP	7,655.22		295,315.90 100.00%
				Mission Square - 457b %	240.98		
				Mission Square 457-Post	240.48	Memo Deductions	Amount
				PERA	52,502.01	Basic Life AD&D - ER Paid	1,616.60
				PERA - 401K Roth Amount	500.00	Dental Employer Contribution	9,490.10
				PERA - 401K Amount	288.08	HSA Employer Contribution	3,900.00
				PERA - 401K Percentage	950.22	Long Term Dis Police ER Paid	1,271.41
				PERA - 457 AMOUNT	418.00	Long Term Disability ER Paid	1,738.84
				PERA - 457 PERCENTAGE	1,806.89	Medical Base ER Contribution	41,199.82
				PERA - 457 ROTH AMOUNT	300.00	Medical HSA Choice ER Contrib	49,176.68
				PERA - 457 ROTH PERCENTAG	336.16	Medical OAP Employer Contrib	43,377.63
				PERA Life Insurance	108.50	Mission Square 401a ERD	6,500.00
				Reimbursement (-)	-223.42	Mission Square 457 pretax ERD	16,476.91
				Voluntary Life and AD&D Child	56.80	Pension Death and Disability	67,614.95
				Voluntary Life and AD&D Employ	1,751.05	Short Term Disability ER Paid	2,664.13
				Voluntary Life and AD&D Spouse	596.45	Vision Employer Contribution	1,713.84
					137,497.82		246,740.91
						Net Pay	625,050.50

Name	Total Paid
Total 24/7 Networks, Inc.:	42,569.80
Total 4 RIVERS EQUIPMENT, LLC:	1,562.47
Total ABS CONCRETE INC:	3,500.00
Total ACCESS/ADAMS DATA MANAGEMENT, LLC:	251.93
Total ADAMSON POLICE PRODUCTS:	1,869.15
Total ADVANCED WINDOW TINT & WRAPS:	1,345.00
Total AIRGAS INC:	88.33
Total ALAN PLUMMER AND ASSOCIATES, INC:	50,221.19
Total AMAZON CAPITAL SERVICES:	2,844.55
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total AMERICAN LEGION AUXILLARY POST #1985:	700.00
Total A-ONE CHIPSEAL:	21,716.86
Total ARKANSAS VALLEY SEED INC:	595.25
Total Arrakeen Resource LTD CO:	4,440.00
Total AUDIO VISUAL INNOVATIONS INC:	22,126.87
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total AXON ENTERPRISE INC:	104,795.66
Total B K TIRE, INC:	2,860.19
Total BAREFOOT RESIDENTIAL LLC:	3,625.26
Total BINFORD SUPPLY LLC:	8,495.56
Total Black Hills Energy:	613.40
Total BLUE SPRUCE CONSTRUCTION GROUP INC:	21,555.72
Total BOBCAT OF THE ROCKIES:	599.10
Total BOHANNAN HUSTON INC:	63,680.78
Total BOUND TREE MEDICAL LLC:	515.04
Total BUCKEY INTERNATIONAL INC:	791.03
Total BUTLER SNOW LLP:	1,672.50
Total CARBON VALLEY HELP CENTER:	2,500.00
Total CARBON VALLEY RECREATION DISTRICT:	140.00
Total CASI - Asphalt:	850.00
Total CDW LLC:	3,390.45
Total CELEGANS LABS INC:	21,820.68
Total CENTRAL STATES HOSE INC:	85.72
Total CENTRAL WELD COUNTY WATER DISTRICT:	29.27
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	214,719.06
Total CENTURY LINK:	543.59
Total CHASE PAYMENTNET:	77,298.44
Total CHECK-IT CODE CONSULTING LLC:	8,398.86
Total CHICAGO TITLE (TUFTS):	11.01

Name	Total Paid
Total CIGNA HEALTH & LIFE INSURANCE CO:	153,622.70
Total CINTAS FIRST AID & SAFETY:	540.43
Total CIRSA:	90.46
Total CITY OF GREELEY:	4,000.00
Total CITY OF LOVELAND:	400.00
Total CMS ENVIRONMENTAL SOLUTIONS LLC:	1,180.00
Total COALRIDGE ANIMAL HOSPITAL, INC:	162.00
Total COLORADO CIVIL GROUP INC.:	64,553.80
Total COLORADO DEPARTMENT OF LABOR & EMPLOYMEN:	995.00
Total COLORADO DEPT.OF PUBLIC HEALTH & ENVIRON:	865.00
Total COLORADO JUMPS DBA AIRBOUND:	1,100.00
Total COLORADO MATERIALS, INC:	776.23
Total COLORADO PRINT AND APPAREL INC:	1,132.50
Total CONTECH ENGINEERED SOLUTIONS INC:	4,267.30
Total CUSTOM FLAG COMPANY INC:	675.00
Total DANA KEPNER COMPANY INC.:	21,844.80
Total DBC IRRIGATION SUPPLY:	2,490.68
Total DEFALCO CONSTRUCTION:	362,213.65
Total DELTA DENTAL OF COLORADO, INC:	9,338.42
Total DENVER REGIONAL COUNCIL OF GOVERNMENTS:	4,800.00
Total DITESCO LLC:	8,966.11
Total ELEVATED CLOUD SERVICES LLC:	19,485.75
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	1,680.03
Total EMPLOYERS COUNCIL SERVICES, INC:	7,700.00
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	34,445.22
Total FACTORY MOTOR PARTS CO.:	15.11
Total FERGUSON WATERWORKS #1116:	17.97
Total FINALSITE:	9,996.00
Total FIRST AMERICAN TITLE CO:	213.44
Total FIT FOR YOU LLC:	259.00
Total FRANCE PUBLICATIONS, INC:	850.00
Total FRED DIEHL CONSULTING:	650.00
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	804.50
Total FRONTIER BUSINESS PRODUCTS:	88.20
Total FUZION FIELD SERVICES LLC:	4,445.39
Total G & G EQUIPMENT INC:	373.31
Total GRAINGER:	1,684.43
Total GREEN GIRL RECYCLING SERVICES:	183.00
Total GREEN MILL SPORTSMAN'S CLUB, INC:	400.00

Name	Total Paid
Total GROUND SOLUTIONS:	4,333.50
Total HACH COMPANY:	373.16
Total HARDLINE EQUIPMENT LLC:	80.77
Total HAYASHI & MACSALKA, LLC:	12,278.28
Total HAYNIE & COMPANY:	3,000.00
Total HOMES BY CREEKSTONE BUILDERS:	38.75
Total INTERSTATE BATTERY OF THE ROCKIES:	148.95
Total INTERSTATE FORD:	449.70
Total IT'S ALL GREEK TO ME INC:	315.00
Total J & A TRAFFIC PRODUCTS LLC:	2,100.00
Total JAIME BROWER PSYCHOLOGICAL SERVICES:	3,000.00
Total JC UTILITY SERVICES:	3,480.00
Total KATHLEEN A. OATIS:	1,250.00
Total KATHRYN SMITH:	600.00
Total KENZ & LESLIE DISTRIBUTING CO.:	926.40
Total KG CLEAN INC:	5,500.28
Total KING CHEVROLET BUICK GMC:	11.73
Total KINSCO, LLC:	548.98
Total L. L. JOHNSON DISTRIBUTING CO.:	502.31
Total LAND TITLE-DENVER-2:	86.29
Total LANGUAGE NEXUS, INC:	220.00
Total LANGUAGELINE SOLUTIONS:	54.30
Total LAST CHANCE DITCH COMPANY:	3,000.00
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	59,357.61
Total LEAD INC:	813.23
Total LENNAR COLORADO:	196.78
Total LEXISNEXIS RISK SOLUTIONS:	805.00
Total LIFE SAFETY TECHNOLOGIES LLC:	1,574.00
Total LIFE STORIES:	250.00
Total LITTLE THOMPSON WATER DISTRICT:	1,285.62
Total LONGMONT HUMANE SOCIETY:	1,225.00
Total LYONS GADDIS:	15,000.00
Total MAC EQUIPMENT INC LONGMONT:	3,060.52
Total MAIN STREET MAT COMPANY, INC:	652.62
Total MISC VENDOR:	43,621.90
Total MOORE IACOFANO GOLTSMAN, INC:	7,882.25
Total MOUNTAIN STATES LIGHTING, LLC:	17,996.40
Total MTECH MECHANICAL TECHNOLOGIES GROUP:	1,651.25
Total NEW IPT INC:	10,137.50

Name	Total Paid
Total Northern Colorado Water Cons. Dist.-FURA:	273.75
Total ODP BUSINESS SOLUTIONS LLC:	49.59
Total O'REILLY AUTO PARTS:	1,956.14
Total ORKIN PEST CONTROL, INC:	1,114.90
Total PETTY CASH - TOWN OF FIRESTONE:	200.00
Total PIRTEK NOCO:	203.61
Total PRAIRIE MOUNTAIN PUBLISHING:	598.47
Total PROFORCE LAW ENFORCEMENT:	2,430.55
Total PUBLIC AGENCY TRAINING COUNCIL:	595.00
Total PUREWATER DYNAMICS, INC:	628.91
Total RAFTELIS FINANCIAL CONSULTANTS INC:	397.50
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	238.00
Total REDNECK TRAILER SUPPLY:	7.21
Total RESTITUTION / COURT REFUNDS:	1,150.00
Total REXEL USA, INC:	740.39
Total RIPTIDE CAR & PET WASH:	1,111.75
Total ROCKY MOUNTAIN RESERVE LLC:	447.20
Total ROCKY MOUNTAIN WILDLIFE SERVIC, INC:	508.50
Total SHRED VAULT COLORADO LLC:	45.00
Total SIMPLIFILE:	40.50
Total ST VRAIN WATER AUTHORITY:	43,380.13
Total STEVE BALCEROVICH:	1,250.00
Total Sturgeon Electric Company:	48,352.53
Total TARGET SPECIALTY PRODUCTS:	882.90
Total THE TREE FARM:	163.26
Total THOMSON REUTERS-WEST:	228.09
Total TRAFFIC SIGNAL CONTROLS, INC:	945.00
Total TRANSWEST TRUCK TRAILER RV:	497.60
Total TRIDENT SECURITY SYSTEMS INC:	605.00
Total TRI-STATE FIREWORKS, INC:	24,500.00
Total UMB BANK, NA:	1,000.00
Total UME CUSTOM EMBROIDERY:	1,666.96
Total UNIVERSITY AUTO PARTS, INC:	6,217.17
Total UTILITY NOTIFICATION CENTER OF COLORADO:	691.44
Total UTILITY REFUNDS -1:	85.96
Total VALLI INFORMATION SYSTEMS:	6,389.16
Total VANCE BROTHERS INC:	3,047.50
Total VECTOR DISEASE CONTROL INTERNATIONAL LLC:	8,507.60
Total VELOCITY POWER LLC:	2,167.00

Name	Total Paid
MISC VENDOR	
Total DR HORTON:	42,745.50
Total JULIAN CONTRERAS:	103.20
Total STONESCAPE STEEL ROOFING:	496.00
Total T BARE ROOFING:	277.20
Grand Totals:	43,621.90

Name	Total Paid
Total Verizon Connect NWF INC:	226.85
Total VERMEER SALES AND SERVICE OF C, INC:	4,982.56
Total VIA MOBILITY SERVICES:	4,800.00
Total VORTEX DOORS LLC:	6,177.24
Total WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ:	1,339.60
Total WAGNER EQUIPMENT CO.:	704.61
Total WAGNER WELDING SUPPLY CO.:	8.68
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	1,372.50
Total WELD COUNTY SHERIFFS OFFICE:	181.83
Total WESTWATER RESEARCH, LLC:	5,000.00
Total WICKHAM TRACTOR CO, Inc:	3,756.89
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	5,386.80
Grand Totals:	1,826,588.06