



BOARD OF TRUSTEES
REGULAR MEETING AGENDA

April 22, 2020
7:00 PM
Virtual Meeting
2 Park Avenue
Firestone, CO 80504

1. Access Information

1.a Town of Firestone is inviting you to a scheduled Zoom meeting.

Topic: April 22, 2020 Board of Trustees Regular Meeting
Time: Apr 22, 2020 07:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us04web.zoom.us/j/75447573713?pwd=OFdqQ1crVDBiYnk1cHV3SUN4bnJDQT09>

Meeting ID: 754 4757 3713

Password: 272454

One tap mobile

+17207072699,,75447573713#,,#272454# US (Denver)

+13462487799,,75447573713#,,#272454# US (Houston)

Dial by your location

+1 720 707 2699 US (Denver)

+1 346 248 7799 US (Houston)

+1 646 558 8656 US (New York)

+1 253 215 8782 US

+1 301 715 8592 US

+1 312 626 6799 US (Chicago)

Meeting ID: 754 4757 3713

Password: 272454

Find your local number: <https://us04web.zoom.us/j/75447573713?pwd=OFdqQ1crVDBiYnk1cHV3SUN4bnJDQT09>

2. Call to Order & Roll Call

3. Pledge of Allegiance

4. Recognition of Departing Trustees

5. Swearing In of Newly Elected Officials

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Each individual will be provided an opportunity to speak (limited to three minutes) during Public Comment. Maximum time permitted for all Public Comment 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 303-833-3291 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

6. Roll Call of New Board of Trustees

7. Approval of Agenda

8. Appointment of Mayor Pro Tem

9. Presentation

9.a. 2019 Court Report from Judge Basso

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

11. Consent Agenda

11.a. Approval of April 8, 2020 Board of Trustees Meeting Minutes

11.b. Resolution 20-48: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING THE TOWN'S PLANNING AND ZONING COMMISSION TO HOLD TELEPHONIC PARTICIPATION MEETINGS AND QUASI-JUDICIAL PROCEEDINGS

11.c. Resolution No: 20-49: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING THE BOARD OF TRUSTEES HANDBOOK AND ORIENTATION TELEPHONIC PARTICIPATION POLICY TO AUTHORIZE TELPHONIC QUASI-JUDICIAL PROCEEDINGS DURING AN EMERGENCY AND AMENDING THE EMERGENCY TELEPHONIC MEETING PROCEDURE

12. Discussion/Action

12.a. Ordinance 971: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACCEPTING THE DONATION OF CERTAIN REAL PROPERTY AND A RECREATIONAL EASEMENT FROM TWO HUNTERS PARK, LLC FOR THE CONSTRUCTION AND OPERATION OF A PEACEFUL PARK; APPROVING A GIFT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND TWO HUNTERS PARK, LLC FOR SAID LAND AND EASEMENT; ACCEPTING THE DONATION OF CERTAIN REAL PROPERTY FROM ANADARKO PETROLEUM CORPORATION FOR THE CONSTRUCTION AND OPERATION OF A PEACEFUL PARK; AND APPROVING A PURCHASE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ANADARKO PETROLEUM CORPORATION FOR SAID LAND

12.b. Resolution 20-45: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE

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TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT
BETWEEN THE TOWN OF FIRESTONE AND AMERICAN CIVIL
CONSTRUCTORS, LLC, D/B/A/ ACC MOUNTAIN WEST FOR CONSTRUCTION
OF TWO HUNTERS PARK

- 12.c. **Ordinance 972** : AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTER 13.04 OF THE FIRESTONE MUNICIPAL CODE
- 12.d. **Ordinance 973**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTER 13.05, CROSS CONNECTIONS, OF THE FIRESTONE MUNICIPAL CODE
- 12.e. **Resolution 20-50**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ESTABLISHING CROSS CONNECTION ADMINISTRATIVE FEES
- 12.f. **Resolution: 20-51**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING A COLORADO DEPARTMENT OF LOCAL AFFAIRS ENERGY AND MINERAL IMPACT ASSISTANCE PROGRAM GRANT APPLICATION FOR THE TOWN HALL PROJECT
- 12.g. **Resolution 20-52**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH WELD COUNTY PERTAINING TO THE CONDUCT OF A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
- 12.h. Discussion of Meeting Schedule
- 12.i. Carbon Valley Half Marathon Donation Options Discussion

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

14. **Reports**

14.a. Staff

14.a.i. March 2020 Monthly Accounts Payable Report

14.b. Mayor

14.c. Trustees

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15. Adjournment

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Each individual will be provided an opportunity to speak (limited to three minutes) during Public Comment. Maximum time permitted for all Public Comment is 30 minutes.

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FIRESTONE MUNICIPAL COURT 2019 Annual Report

Cases Filed 2018

Code Type	Count
CRIMINAL VIOL	295
NON-CRIM ORDINANCE VIOL	34
PARKING VIOL	82
TRAFFIC VIOL-ORDINANCE	45
TRAFFIC VIOL-STATUTE	1734
Total	2190

Cases Filed 2019

Code Type	Count
CRIMINAL VIOL	242
NON-CRIM ORDINANCE VIOL	26
PARKING VIOL	162
TRAFFIC VIOL-ORDINANCE	61
TRAFFIC VIOL-STATUTE	1051
Total	1542

Offenses Disposed

Disposition	Count
GUILTY	89
PLEA GUILTY TO LESSER CHARGE	402
EARLY PAY	1276
DISMISSED	102
DEFERRED JUDGMENT	87
GUILTY-JURY TRIAL	0
GUILTY-COURT TRIAL	1
NOT GUILTY-JURY TRIAL	0
NOT GUILTY-COURT TRIAL	0
DEFERRED SENTENCE	0
DEFERRED PROSECUTION	1
NO CONTEST	140
DEFAULT ISSUED	39
GUILTY OF ANOTHER CHARGE	4
DISM W/O PREJUD	8
DJ REVOKED	2

Offenses Disposed

Disposition	Count
GUILTY	77
PLEA GUILTY TO LESSER CHARGE	335
EARLY PAY	666
DISMISSED	128
DEFERRED JUDGMENT	99
GUILTY-JURY TRIAL	0
GUILTY-COURT TRIAL	1
NOT GUILTY-JURY TRIAL	0
NOT GUILTY-COURT TRIAL	0
DEFERRED SENTENCE	0
DEFERRED PROSECUTION	0
NO CONTEST	77
DEFAULT ISSUED	28
GUILTY OF ANOTHER CHARGE	2
DISM W/O PREJUD	6
DJ REVOKED	3

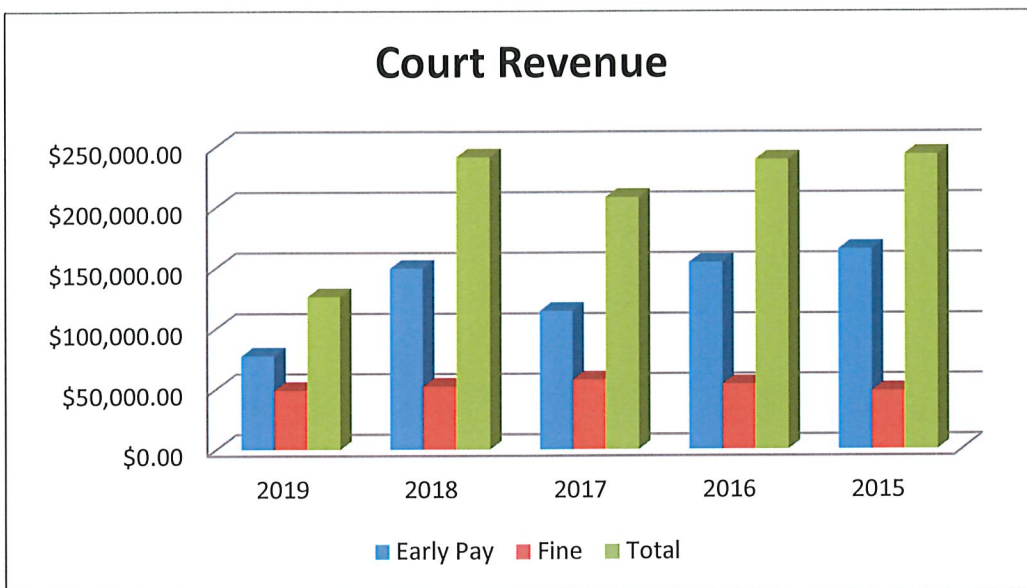
Projects and Accomplishment

The Court staff put in extra time and effort to plan for and execute the move to the wonderful new courtroom and office. We attended trainings to use the courtroom technology and we are currently working with Eric DeBolt Town of Firestone IT and the Weld County Sheriff to set up a video link at the jail to be able to address prisoners remotely. The Judge has been working with the Town's lobbyists to address proposed legislation that may affect municipal courts.

FIRESTONE MUNICIPAL COURT 2019 Annual Report

COURT FINANCE REPORT

Early Pay	Costs	Warrants	Default	Fine	OJW	Comm Srvc	Total	
\$77,358.50	\$24,905.00	\$930.00	\$5,960.00	\$48,774.67	\$2,100.00	\$1,820.00	\$161,848.17	2019
\$149,544.80	\$28,320.00	\$1,000.00	\$6,675.00	\$51,978.08	\$1,860.00	\$1,990.00	\$241,367.88	2018
\$114,358.00	\$25,985.00	\$1,100.00	\$5,200.00	\$57,442.55	\$1,680.00	\$2,390.90	\$208,156.45	2017
\$154,414.00	\$23,225.00	\$900.00	\$4,405.00	\$53,740.00	\$1,650.00	\$925.00	\$239,259.00	2016
\$165,291.00	\$21,75.00	\$565.00	\$5,000.00	\$48,098.50	\$1,630.00	\$1,119.00	\$243,453.50	2015



Paul D. Basso

Paul D. Basso
Firestone Municipal Court Judge

Beverly L. Medina

Prepared by Beverly L. Medina
Firestone Municipal Court Administrator

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 11.a

Consent Agenda

Meeting Date: April 22, 2020

Initiated By: Jessica Koenig

Department: Town Clerk

AGENDA ITEM

Approval of April 8, 2020 Board of Trustees Meeting Minutes

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. April 8, 2020 Draft Meeting Minutes

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
April 8, 2020

1. Access Information

1.a. Go To Meeting Access Information:

April 8, 2020 Regular Board of Trustees Meeting
Wed, Apr 8, 2020 7:00 PM - 9:00 PM (MDT)

Please join my meeting from your computer, tablet or smartphone.
<https://global.gotomeeting.com/join/708722365>

You can also dial in using your phone.
United States (Toll Free): 1 877 309 2073
United States: +1 (571) 317-3129

Access Code: 708-722-365

New to GoToMeeting? Get the app now and be ready when your first meeting starts:
<https://global.gotomeeting.com/install/708722365>

2. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on April 8, 2020, virtually via Go To Meeting and at the Police Department Court Room, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:01 PM

The following were present upon the call of the roll:

Mayor:

Bobbi Sindelar

Trustees: Samantha Meiring
Frank A. Jimenez
Doug Sharp
Don Conyac

Staff: Present: Jan Sloat, Director of Human Resources ; Paula Mehle, Director of FURA & Economic Development; Raelynn Ferrera, Assistant to the Town Manager; Matt Wiederspahn, Town Engineer; Katie Hansen, Director of Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Todd Bjerkaas, Director of Planning; David Montgomery, Chief of Police; Jessica Koenig,

Town Clerk; AJ Krieger, Town Manager; & William Hayashi, Town Attorney.

3. Pledge of Allegiance

Mayor Sindelar led the pledge of allegiance

4. Approval of Agenda

Motion by Trustee Sharp, **second** by Trustee Jimenez, to Approve the Agenda
Roll Call Vote:

Yes: Trustee Sharp, Trustee Meiring, Trustee Jimenez, Trustee Conyac
No: None **Abstain:** None **Motion carried.**

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

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

6. Consent Agenda

Motion by Trustee Jimenez, **second** by Trustee Sharp, to approve the Consent Agenda

Roll Call Vote:

Yes: Trustee Sharp, Trustee Meiring, Trustee Jimenez, Trustee Conyac
No: None **Abstain:** None **Motion carried.**

6.a. Approval of March 25, 2020 Board of Trustees Regular Meeting Minutes

6.b. **Resolution 20-41:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND TIMBERLAN SMALL BUSINESS GROUP, INC., FOR PROFESSIONAL INFORMATION TECHNOLOGY SERVICES

6.c. **Resolution 20-42:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE SECOND ADDENDUM TO AGREEMENT BETWEEN TOWN OF FIRESTONE, COLORADO AND SAFEUILT COLORADO, LLC

6.d. **Resolution 20-43:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING PARTIAL RELEASE OF LAND FROM SUBDIVISION AGREEMENT FOR LOT 3, OAK MEADOWS VILLAGE SUBDIVISION

6.e. **Resolution 20-44:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE

TOWN OF FIRESTONE, COLORADO, APPROVING THE FIRST AMENDMENT
TO SUBDIVISION AGREEMENT FOR SADDLEBACK FILING NO. 3

7. **Presentation**

8. **Land Development**

9. **Discussion/Action**

- 9.a. **Resolution 20-37:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, 2020 EDITION

Motion by Trustee Conyac, **second** by Trustee Meiring, to approve **Resolution 20-37:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, 2020 EDITION

Roll Call Vote:

Yes: Trustee Sharp, Trustee Meiring, Trustee Jimenez, Trustee Conyac

No: None **Abstain:** None **Motion carried.**

- 9.b. **Resolution 20-46:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN ENGAGEMENT LETTER WITH BUTLER SNOW LLP., TO SERVE AS COUNSEL TO THE TOWN OF FIRESTONE REGARDING THE ACQUISITION OF DEBT INSTRUMENTS

Motion by Trustee Jimenez, **second** by Trustee Sharp, to approve **Resolution 20-46:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN ENGAGEMENT LETTER WITH BUTLER SNOW LLP., TO SERVE AS COUNSEL TO THE TOWN OF FIRESTONE REGARDING THE ACQUISITION OF DEBT INSTRUMENTS

Roll Call Vote:

Yes: Trustee Sharp, Trustee Meiring, Trustee Jimenez, Trustee Conyac

No: None **Abstain:** None **Motion carried.**

- 9.c. **Resolution 20-47:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING THE BOARD OF TRUSTEES HANDBOOK AND ORIENTATION TELEPHONIC PARTICIPATION POLICY TO AUTHORIZE EXECUTIVE SESSIONS DURING AN EMERGENCY

Motion by Trustee Meiring, **second** by Trustee Conyac, to approve **Resolution 20-47**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING THE BOARD OF TRUSTEES HANDBOOK AND ORIENTATION TELEPHONIC PARTICIPATION POLICY TO AUTHORIZE EXECUTIVE SESSIONS DURING AN EMERGENCY

Roll Call Vote:

Yes: Trustee Sharp, Trustee Meiring, Trustee Jimenez, Trustee Conyac

No: None **Abstain:** None **Motion carried.**

9.d. Discussion of Recognition of Trustee Heath

The Board of Trustees reached a consensus to move forward with recognizing Trustee Heath for his service.

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

Sean Doherty of 11357 Charles Street, Firestone, Colorado, thanked the Board of Trustees for honoring George and Betty Heath.

John Damsma of 4716 Colorado River Drive, Firestone, Colorado, congratulated Sean Doherty and David Whelan. Mr. Damsma also thanked the Board of Trustees for recognizing George and Betty Heath for their years of service.

11. Reports

11.a. Staff

AJ Krieger, the Town Manager, reported on the anticipated metropolitan district model service plan guideline. Mr. Krieger also reported on the schedule for work sessions, and the plan to devote time to discuss the work session schedule on April 22, 2020. Mr. Krieger also reported on working on facility finance options. Mr. Krieger congratulated the newly elected officials. Mr. Krieger also thanked the Town Clerk for the coordination of the election.

11.b. Mayor

Mayor Sindelar reported that she is excited Ballot Issue 2A passed. Mayor Sindelar congratulated Trustee Sharp on his reelection and congratulated the new elected officials. Mayor Sindelar thanked the town staff for their work. Mayor Sindelar also reported on having nominees for her Mayor's Award. Mayor Sindelar reported on the letters going out regarding COVID-19.

11.c. Trustee

Trustee Jimenez congratulated the newly elected officials. Trustee Jimenez thanked the Town Clerk and Director of Marketing & Communications for their work on the election.

Trustee Sharp congratulated David Whelan and Sean Doherty. Trustee Sharp complimented John Damsma on his campaign and honored to have him on the Planning Commission. Trustee Sharp also reported on the broadband feedback survey. Trustee Sharp also thanked Police and Fire for continuing services. Trustee Sharp reported that Firestone businesses continue to be open for delivery and takeout.

Trustee Meiring congratulated newly elected officials. Trustee Meiring thanked Town Clerk for her hard work. Trustee Meiring reported concerns on economic downturn and concerns that it will impact the Town directly. Trustee Meiring asked that town staff save money where possible. Trustee Meiring expressed that her heart goes out to all businesses that are struggling.

Trustee Conyac congratulated Doug Sharp, Sean Doherty, and David Whelan. Trustee Conyac reported the Neighbors Point park on pause for the time being.

12. Executive Session

- 12.a.** An executive session pursuant to C.R.S. § 24-6-402(4)(f)(I) for a personnel matter concerning the annual evaluation of the Town Manager which is an immediate necessity as the Town Manager and Board of Trustees are as a material term contractually bound to an annual evaluation of the Town Manager, which in light of the upcoming election can only be properly done by the current Board of Trustees under whom he has served

Open: 8:11 pm Closed: 9:00 pm

Staff to be present: AJ Krieger, Town Manager

13. Adjournment

Introduced and Approved the 22nd of April, 2020.

TOWN OF FIRESTONE,
COLORADO

ATTEST

Bobbi Sindelar, Mayor

Jessica Koenig, Town Clerk

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 11.b

Consent Agenda

Meeting Date: April 22, 2020

Initiated By: Todd Bjerkaas

Department: Planning & Development

AGENDA ITEM

Resolution 20-48: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING THE TOWN'S PLANNING AND ZONING COMMISSION TO HOLD TELEPHONIC PARTICIPATION MEETINGS AND QUASI-JUDICIAL PROCEEDINGS

RECOMMENDATION

Staff recommends approval of the resolution.

SUMMARY

For the Board of Trustees consideration is a resolution authorizing the Planning and Zoning Commission of the Town of Firestone to temporarily conduct, when necessary, telephonic meetings and quasi-judicial public hearings.

The Planning and Zoning Commission has responsibility to consider and make recommendations to the Board of Trustees for several matters including specific types of land use applications that require public hearings and that may be quasi-judicial. During this time of local disaster and pursuant to the Governor's Public Health Order implementing stay at home requirements, it may be necessary for the Planning and Zoning Commission to conduct such meetings and public hearings telephonically. The Commission does not have rules and policies to conduct meetings and hearings telephonically.

With the adoption of this resolution, the Planning and Zoning Commission may hold meetings and public hearings telephonically in a manner consistent with the Board of Trustees policies for the duration of the Local Disaster Emergency Declaration and only with the applicant's consent.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. 20-48 Telephonic_Planning Commission Quasi-Judicial Policy Res

RESOLUTION NO. 20-48

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING THE TOWN'S PLANNING AND ZONING COMMISSION TO HOLD TELEPHONIC PARTICIPATION MEETINGS AND QUASI- JUDICIAL PROCEEDINGS

WHEREAS, on March 10, 2020, Governor Jared Polis in accordance with the Colorado Disaster Emergency Act ("Act"), C.R.S. §24-33.5-704, by proclamation, declared a state of emergency in Colorado to provide access to resources, legal flexibility, and protect vulnerable communities, all to better contain the outbreak of the COVID-19 virus; and

WHEREAS, in accordance with C.R.S. §24-33.5-709, on March 18, 2020, the Town Manager declared a local disaster ("Declaration of Disaster"), which was continued until further notice by the Board of Trustees on March 25, 2020; and

WHEREAS, on March 25, 2020 Governor Polis issued Public Health Order No. 20-24 implementing stay at home requirements, which has been amended and is now to continue to April 26, 2020; and

WHEREAS, the Town's Declaration of Disaster activated the Town's Emergency Telephonic Meeting Participation procedure, which was enacted as a result of the 2013 Floods; and

WHEREAS, that procedure anticipated emergencies of a limited duration, however, it is apparent from the latest information provided by the Center for Disease Control and Prevention ("CDC"), and other sources including the Colorado Department of Public Health and Environment and Governor Polis that though the outlook is now more positive that the unwinding of the stay-at-home restrictions will be a lengthy process with an uncertain time line; and

WHEREAS, the Town's Telephonic Participation Policy prohibited quasi-judicial proceedings from being held; however, being faced with the necessity of holding quasi-judicial proceedings during this period of a local disaster emergency, the Town amended its policies to permit quasi-judicial proceedings subject to specific terms and conditions; and

WHEREAS, the Town acknowledges that the Planning and Zoning Commission, which it established as set forth in Chapter 2.56 of the Firestone Municipal Code, must also hold meetings and quasi-judicial proceedings; and

WHEREAS, the Town desires to authorize the Planning and Zoning Commission to conduct telephonic participation meetings and quasi-judicial proceeding meetings in accordance with the Town's procedure.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE

TOWN OF FIRESTONE, COLORADO:

The Board of Trustees of the Town of Firestone does hereby authorize the Planning and Zoning Commission, to conduct telephonic participation meetings and quasi-judicial proceedings in accordance with the policies adopted by the Board of Trustees, until such time as the Board of Trustees terminates its Local Disaster Emergency Declaration.

INTRODUCED, READ AND ADOPTED this ___ day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 11.c

Consent Agenda

Meeting Date: April 22, 2020

Initiated By:

Department: Legal

AGENDA ITEM

Resolution No: 20-49: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING THE BOARD OF TRUSTEES HANDBOOK AND ORIENTATION TELEPHONIC PARTICIPATION POLICY TO AUTHORIZE TELPHONIC QUASI-JUDICIAL PROCEEDINGS DURING AN EMERGENCY AND AMENDING THE EMERGENCY TELEPHONIC MEETING PROCEDURE

RECOMMENDATION

SUMMARY

The Town's Declaration of Disaster activated the Town's Emergency Telephonic Meeting Participation procedure, which was enacted as a result of the 2013 Floods. That procedure anticipated emergencies of a limited duration, however, it is apparent from the latest information provided by the Center for Disease Control and Prevention ("CDC"), and other sources including the Colorado Department of Public Health and Environment and Governor Polis, that though it now appears that the States measures are working to control the virus that the unwinding of the stay at home restrictions will be a lengthy process with an uncertain time line. The Town's Telephonic Participation Policy prohibits quasi-judicial proceedings from being held; however, given COVID-19's unknown duration and impact the Town is now faced with matters requiring quasi-judicial proceedings which can't be held in abeyance to some unknown future date.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. 20-49 Telephonic Participation Quasi-Judicial Policy Res

RESOLUTION NO. 20-49

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING THE BOARD OF TRUSTEES HANDBOOK AND ORIENTATION TELEPHONIC PARTICIPATION POLICY TO AUTHORIZE TELPHONIC QUASI-JUDICIAL PROCEEDINGS DURING AN EMERGENCY AND AMENDING THE EMERGENCY TELEPHONIC MEETING PROCEDURE

WHEREAS, on March 10, 2020, Governor Jared Polis in accordance with the Colorado Disaster Emergency Act (“Act”), C.R.S. §24-33.5-704, by proclamation, declared a state of emergency in Colorado to provide access to resources, legal flexibility, and protect vulnerable communities, all to better contain the outbreak of the COVID-19 virus; and

WHEREAS, in accordance with C.R.S. §24-33.5-709, on March 18, 2020, the Town Manager declared a local disaster (“Declaration of Disaster”), which was continued until further notice by the Board of Trustees on March 25, 2020; and

WHEREAS, on March 25, 2020 Governor Polis issued Public Health Order No. 20-24 implementing stay at home requirements to continue until April 11, 2020, which has been extended to April 26, 2020; and

WHEREAS, the Town’s Declaration of Disaster activated the Town’s Emergency Telephonic Meeting Participation procedure, which was enacted as a result of the 2013 Floods; and

WHEREAS, that procedure anticipated emergencies of a limited duration, however, it is apparent from the latest information provided by the Center for Disease Control and Prevention (“CDC”), and other sources including the Colorado Department of Public Health and Environment and Governor Polis, that though it now appears that the States measures are working to control the virus that the unwinding of the stay at home restrictions will be a lengthy process with an uncertain time line; and

WHEREAS, the Town’s Telephonic Participation Policy prohibits quasi-judicial proceedings from being held; however, given COVID-19’s unknown duration and impact the Town is now faced with matters requiring quasi-judicial proceedings which can’t be held in abeyance to some unknown future date; and

WHEREAS, the Town’s Telephonic Participation Policy enacted in 2014 is outdated and given the current options for conducting telephonic meetings the Town desires to select the means of Telephonic Participation that best meets its needs and ensures transparency to the extent feasible.

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

Section 1. The Board of Trustees Handbook and Orientation, Telephonic Participation Policy, Section 2, is amended, by addition of the following, to read as follows:

2. Quasi-judicial meetings may be held by telephonic participation in the event of a local disaster emergency subject to the requirements set forth herein.

a. In the event that an application is scheduled for a public hearing that is a quasi-judicial matter and due to applicable timelines must be held during the time that a local disaster emergency is in effect, the Town shall notify the applicant of such circumstances and present the applicant with options for proceeding with the application. Upon notice from the Town, the applicant shall authorize the Town, in writing, to proceed with one of the following options:

i. Conduct the public hearing under this policy with accommodations made for Telephonic Participation by the applicant and the public, subject to the applicant waiving, in writing, any legal challenge on the basis that the hearing will be conducted via Telephonic Participation; or

ii. Suspend any and all review and decision deadlines until such time that the local disaster emergency declaration is terminated and the Board of Trustees can schedule a meeting at which an in-person quorum will be present.

b. To the extent reasonably possible the Board of Trustees shall provide adequate opportunity for the applicant and the public to participate in the quasi-judicial matter in a manner that approximates as closely as possible the opportunity that is routinely provided during in-person meetings – for example, an opportunity for members of the public to comment on the application during the public comment portion of the hearing. Such opportunity shall include, at a minimum, the ability for the public to listen and as appropriate comment by telephone during the hearing. Nothing in this policy shall prevent members of the public from submitting written comments in advance of the meeting at which the quasi-judicial matter will be considered. If written comments are received on a quasi-judicial matter being considered at a meeting conducted via Telephonic Participation, such comments shall be read into the record by the Town Clerk, the Mayor, or a member of Town staff.

c. Any documents, exhibits, or other materials (collectively, “Materials”), to be presented by the applicant, Town staff, other parties (if any), or members of the public during the public hearing, must be clearly marked for identification and must be submitted to the Town Clerk at least five (5) days prior to the hearing date, in addition to any obligation of the applicant, Town staff, or other parties, if any, may have by law to provide such materials to other parties prior to the hearing. Notice of the public hearing issued by the Town shall include notice of this requirement to submit Materials to the Town Clerk, and shall state where, how, and when such Materials must be submitted. The Town Clerk will include the Materials in the Board of Trustees’ packet with a cover sheet identifying the name of the party submitting the materials, and will make such materials available to the public on the Town’s website and or Town Hall if feasible at least 24 hours before the hearing.

d. The participants in the public hearing, discussion, and decision should endeavor to identify themselves for the record upon speaking or asking questions. The Mayor will endeavor to ensure the participants in the public hearing clearly identify themselves and any Materials referenced during the hearing for purposes of creating an adequate record.

e. A record of the public hearing, including all presentations, testimony, documents and other materials submitted, discussion, and decision shall be made and kept by the Town, including a full audio recording or, if the meeting is conducted using video, a full audio and video recording.

Section 2. The Board of Trustees Handbook and Orientation Telephonic Participation in the event of a Disaster Emergency is repealed in its entirety and re-enacted to provide:

In the event of a local disaster emergency, which calls for a Telephonic Participation meeting, notice and the procedure for public participation shall be posted at Town Hall and published on the Town's website: www.firestoneco.gov and such other electronic means as the Town deems appropriate.

INTRODUCED, READ AND ADOPTED this __ day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 12.a

Discussion/Action

Meeting Date: April 22, 2020

Initiated By: Todd Bjerkaas

Department: Planning & Development

AGENDA ITEM

Ordinance 971: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACCEPTING THE DONATION OF CERTAIN REAL PROPERTY AND A RECREATIONAL EASEMENT FROM TWO HUNTERS PARK, LLC FOR THE CONSTRUCTION AND OPERATION OF A PEACEFUL PARK; APPROVING A GIFT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND TWO HUNTERS PARK, LLC FOR SAID LAND AND EASEMENT; ACCEPTING THE DONATION OF CERTAIN REAL PROPERTY FROM ANADARKO PETROLEUM CORPORATION FOR THE CONSTRUCTION AND OPERATION OF A PEACEFUL PARK; AND APPROVING A PURCHASE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ANADARKO PETROLEUM CORPORATION FOR SAID LAND

RECOMMENDATION

Staff recommends approval of the ordinance.

SUMMARY

For the Board of Trustees consideration is an ordinance approving documents, agreements, and deeds necessary for the conveyance of Lot 11 and a portion of Lot 12 in Oak Meadows PUD Filing 2 to the Town of Firestone, the donation of funds for the construction of Two Hunters Park, and terms for the continuing use of the properties as a peaceful park honoring the lives of Mark Martinez and Joey Irwin.

The items approved through adoption of the ordinance include:

- A Purchase and Sale Agreement with Anadarko Petroleum Corporation for conveyance of Lot 11 to the Town
- A Special Warranty Deed conveying Lot 11 to the Town from Anadarko Petroleum Corporation
- A Special Warranty Deed conveying 5,526 sf of Lot 12 to the Town from Two Hunters Park, LLC
- A Recreational Easement over the 932 sf of Lot 12 retained by Two Hunters Park, LLC
- A Gift Agreement detailing the terms of the donation of funds by Two Hunters Park, LLC in order to construct the park and the continuing use, maintenance, and operation of the park

In conjunction with the execution of the above documents and as part of the closing and recordation of these documents, the Planning & Development Director will approve a boundary line adjustment modifying Lots 11 and 12's boundaries to reflect Tracts A and B of the park shown in Attachment G and as contemplated in the Gift Agreement and Recreational Easement. Tract A will be owned by the Town; Tract B will be owned by Two Hunters Park, LLC.

Following award of a construction contract by the Board of Trustees, the Town will then commence construction of the park over Tracts A and B with funds provided by the donor pursuant to the Gift Agreement. The cost of construction of the park is approximately \$621,932. The donor will contribute funds for the total cost of the park into the Town's Capital Projects Fund specifically for the construction of Two Hunters Park. The donation will be made through three (3) separate contributions at specific milestones during construction in the following amounts 1) \$200,000; 2) \$200,000; and, 3) the remaining balance up to the \$621,932 total to complete the park.

Upon completion of the park, the Town shall be responsible for maintenance and operation of the park on Tracts A and B in perpetuity as subject to the terms of the Gift Agreement.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. Ordinance 971 - Two Hunters Park
2. A. Purchase and Sale Agreement With Anadarko
3. B. Special Warranty Deed for Lot 11 (Anadarko)
4. C. Special Warranty Deed for Lot 12 (Two Hunters Park, LLC)
5. D. Recreational Easement Agreement for Tract B (Two Hunters Park, LLC)
6. E. Gift Agreement for Two Hunters Park
7. F. Two Hunters Park Plan Sheets
8. G. Boundary Line Adjustment for Lots 11 and 12

ORDINANCE NO. 971

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACCEPTING THE DONATION OF CERTAIN REAL PROPERTY AND A RECREATIONAL EASEMENT FROM TWO HUNTERS PARK, LLC FOR THE CONSTRUCTION AND OPERATION OF A PEACEFUL PARK; APPROVING A GIFT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND TWO HUNTERS PARK, LLC FOR SAID LAND AND EASEMENT; ACCEPTING THE DONATION OF CERTAIN REAL PROPERTY FROM ANADARKO PETROLEUM CORPORATION FOR THE CONSTRUCTION AND OPERATION OF A PEACEFUL PARK; AND APPROVING A PURCHASE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ANADARKO PETROLEUM CORPORATION FOR SAID LAND

WHEREAS, Two Hunters Park, LLC (“Donor”) owns certain real property located within the Town of Firestone, Weld County, Colorado, legally described as Lot 12, Block 14, Oak Meadows P.U.D. Filing 2 and commonly known as 6312 Twilight Avenue, Firestone, Colorado 80504 (the “Lot 12”), and Anadarko Petroleum Corporation (“Anadarko”) owns certain real property adjacent to Lot 12, legally described as Lot 11, Block 14, Oak Meadows P.U.D. Filing 2, Town of Firestone, Weld County, Colorado, and commonly known as 6310 Twilight Avenue, Firestone, Colorado 80504 (the “Lot 11”) (collectively, the “Property”); and

WHEREAS, Lot 12 was the location of a tragic explosion in which the Donor’s spouse and brother passed away; and

WHEREAS, Donor is willing to gift to the Town fee simple title to a certain portion of Lot 12, approximately 5,526 square feet in area (“Town Tract”), in memory of Donor’s deceased spouse and brother, for development as a public space to be used for gardens, a natural habitat area, nature trail, pedestrian path, open space, wilderness area or other similar passive recreational uses (“Peaceful Park”), with the understanding that the Town will limit use of the Town Tract to a Peaceful Park, develop the Peaceful Park consistent with a design as more fully described in **Exhibit A** (the “Design Plans”) and will preserve the Town Tract as a Peaceful Park for future public use; and

WHEREAS, Donor further desires to retain fee simple title to a small tract of land located at the northeastern corner of Lot 12, approximately 932 square feet (“Donor’s Tract”); however, the construction and continued operation of the Peaceful Park, to be consistent with the Design Plans, will require acquisition of a permanent easement over Donor’s Tract; and

WHEREAS, Donor is willing to grant to the Town a recreational easement across Donor’s Tract to accommodate the development and operation of the Peaceful Park by the Town and to facilitate use of Donor’s Tract in conjunction with the public’s use of the Peaceful Park for the passive recreational purposes stated herein (“Recreational Easement”); and

WHEREAS, the Town has negotiated an agreement with Donor for the donation of the Town Tract and the Recreational Easement, in accordance with the terms and conditions set forth in the Gift Agreement, attached as **Exhibit B**; and

WHEREAS, the Town desires to accept the donation of fee simple title to the Town Tract,

as more particularly described in Exhibit B attached to the Gift Agreement, for use as a Peaceful Park in accordance with the terms and conditions set forth in the Gift Agreement, and desires to accept the Recreational Easement to further facilitate development and operation of the Peaceful Park, in accordance with the terms and conditions set forth in the Recreational Easement, attached as Exhibit D to the Gift Agreement; and

WHEREAS, the Design Plans contemplate the Property will serve as the site of the Peaceful Park; and

WHEREAS, the location, construction and operation of the Peaceful Park therefore requires acquisition of Lot 11; and

WHEREAS, the Town has negotiated an agreement with Anadarko for the conveyance of Lot 11 (“Purchase Agreement”), attached hereto as **Exhibit C**, and the Town desires to accept the conveyance of Lot 11 in accordance with the terms and conditions of the Purchase Agreement in order to facilitate development of the Peaceful Park; and

WHEREAS, the Town of Firestone is generally authorized to accept donations of real property for the benefit of its citizens, and is specifically authorized pursuant to C.R.S. § 31-25-204 to accept gifts for parks and parks facilities; and

WHEREAS, the Board of Trustees finds there is a benefit to providing additional outdoor space for passive recreational activities by the public, and the donation of the land described herein will assist the Town in the establishment of additional public land for passive recreational opportunities; and

WHEREAS, the Board of Trustees further finds and declares that it is the best interests of the Town’s citizens to accept the offered donations of land from Anadarko and Two Hunters Park, LLC, and that such donations will promote the health, safety and general welfare of the Town’s citizens; and

WHEREAS, the Board of Trustees further finds and declares the Peaceful Park enhances the quality of life to the community, that the Peaceful Park should be considered no different than other vital infrastructure of the Town, and that limiting use and development of the donated lands to a Peaceful Park, together with preserving the donated lands as a Peaceful Park for perpetual public use, to the extent practicable and financially feasible, ensures the Peaceful Park will provide an increased quality of life to the Town’s inhabitants and is therefore in the best interests of the Town’s citizens.

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

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

Section 2. The Board of Trustees hereby accepts the donation of Lot 11 from Anadarko Petroleum Corporation.

Section 3. The Agreement of Purchase of Real Property (“Purchase Agreement”) between the Town of Firestone and Anadarko Petroleum Corporation is hereby approved in the form substantially similar to the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 4. The Town Manager is hereby authorized to execute the Purchase Agreement on behalf of the Town and to correct, amend or revise the Purchase Agreement as he may deem advisable, in a manner satisfactory to the Town Attorney and consistent with this ordinance, to carry out the intentions of the Board. The Town Manager is further authorized to sign, execute and deliver any and all documents necessary to complete the transaction on behalf of the Town at closing and to effectuate the conveyance of the fee simple interest to the Town.

Section 5. The Board of Trustees hereby accepts the donation of approximately 5,526 square feet, more or less, of Lot 12 and the grant of a recreational easement from Two Hunters Park, LLC, subject to the following condition:

- a. Approval by the Director of Planning and Development of a final subdivision plat, entitled “Oak Meadows P.U.D. Filing 2, Replat No. 1,” subdividing Lot 12 to create a tract of land consisting of approximately 5,526 square feet, more or less, to be owned by the Town and a separate, smaller tract of land, consisting of approximately 932 square feet, more or less, to be owned by Two Hunters Park, LLC, which final plat shall provide, at a minimum, for the following:
 1. one or more plat note(s) restricting the use and disposal of the donated property in a manner consistent with this ordinance;
 2. one or more plat note(s) restricting the subdivision and conveyance of the tract of land to be retained by Two Hunters Park, LLC in a manner consistent with this ordinance;
 3. a plat note indicating the donated property is subject to a blanket recreational easement, which terms and conditions of such easement are set forth in a separate instrument; and
 4. the rededication of all necessary utility easements to serve the donated property.

Section 6. The Gift Agreement between the Town of Firestone and Two Hunters Park, LLC is hereby approved in the form substantially similar to the form attached hereto as Exhibit B and is incorporated herein by this reference.

Section 7. The Town Manager is hereby authorized to execute the Gift Agreement on behalf of the Town and to correct, amend or revise the Gift Agreement as he may deem advisable, in a manner satisfactory to the Town Attorney and consistent with this ordinance, to carry out the intentions of the Board. Upon the recordation of the Oak Meadows P.U.D. Filing 2, Replat No. 1 as approved and authorized in Section 5 above, the Town Manager is further authorized to sign, execute and deliver any and all documents necessary to complete the transaction on behalf of the Town at closing and to effectuate the conveyance of the fee simple interests to the Town.

Section 8. Upon the recordation of the Oak Meadows P.U.D. Filing 2, Replat No. 1 Final Plat, as approved and authorized in Section 5 above, those portions of all easements dedicated to the Town by the Oak Meadows P.U.D. Filing 2 Final Plat that are not shown on the Oak Meadows P.U.D. Filing 2, Replat No. 1 Final Plat are hereby and shall be vacated. The vacated easements will be replaced by the rededication of all necessary utility easements as accepted in Section 9 below.

Section 9. The utility easements and all other easements designated for public use as shown upon the final plat of the Oak Meadows P.U.D. Filing 2, Replat No. 1, are hereby accepted by the Town of Firestone.

Section 10. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declare it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 11. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN
FULL this ___th day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

APPROVED AS TO FORM:

Jessica Koenig, Town Clerk

William P. Hayashi, Town Attorney

AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY
[6310 Twilight Avenue]

THIS AGREEMENT is made and entered into this ____ day of April 2020 (the “Effective Date”), by and between **ANADARKO PETROLEUM CORPORATION**, whose address is 1099 18th Street, Suite 1800, Denver, CO 80202 ("Seller"), and the **TOWN OF FIRESTONE**, a Colorado statutory town, whose mailing address, for purposes of this agreement, is 151 Grant Avenue, Firestone, Colorado 80520 ("Purchaser").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agree to be legally bound whereby Seller agrees to convey to Purchaser, and Purchaser agrees to acquire from Seller, the real property interest as defined below in accordance with the following terms and conditions:

1. Description of Property Interest to be Conveyed. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, that certain real property, described in paragraphs 1(A) below, which is located in Boulder County, Colorado, and is collectively referred to as the “Property”:

- A. Fee Interest. Seller agrees to convey to Purchaser by special warranty deed in substantially the form attached hereto as **Attachment 1** and incorporated herein by this reference, fee title to that certain real property that is legally described in **Exhibit A**, attached hereto and incorporated herein (the “Fee Interest”). The Fee Interest includes all of Seller’s rights, title and interest, if any, in and to all appurtenances thereto, including but not limited to any fences, buildings, landscaping, and other improvements now located thereon, including all fixtures of a permanent nature. In addition, the Fee Interest shall include all of the Seller’s right, title and interest, if any, in and to all easements, rights-of-way, future interests and rights to the same belonging, appurtenant and/or inuring to the benefit of the Fee Interest. The Fee Interest shall also include all of the Seller’s right, title and interest, if any, in and to all strips and gores of land lying between the Fee Interest and adjoining property or streets, roads or highways, open or proposed.

2. Purchase Price. The total purchase price of the Property will be **Ten Dollars (\$10.00)** and will be payable by Purchaser to Seller as follows:

- A. The entire amount of the purchase price, in the amount of **Ten Dollars (\$10.00)**, subject to closing costs and customary prorations, will be payable by Purchaser to Seller in immediately available funds to the Title Company at the time of closing.

3. Title Insurance.

A. Purchaser has obtained a Title Insurance Commitment (the "Title Commitment") from Old Republic National Title Insurance Company ("Title Company"), a copy of which is attached hereto as **Attachment 2**. The Title Commitment shows title to the Property in Seller, subject only to those Exceptions set forth on Schedule B, Part II to the Title Commitment. Purchaser acknowledges that the Exceptions set forth in Schedule B, Part II to the Title Commitment are acceptable to Purchaser. Any easements, liens, and other title matters not shown by the public records of which Seller has no knowledge may be addressed to the satisfaction of Purchaser, as directed by the Title Company, or, at the election of Purchaser, by affidavit, representations and/or warranties from Seller, as provided for herein. Purchaser may update the Title Commitment up to and including the date of closing and the latest updated Title Commitment shall be substituted as **Attachment 4** hereto. Purchaser is responsible for the cost of the Title Commitment, any updates thereto, and any Title Insurance.

B. Purchaser and Seller shall comply with all Requirements contained in Schedule B, Part I of the Title Commitment.

6. Closing. The parties agree to close within one-hundred and twenty (120) days of approval or ratification of this Agreement by the Town of Firestone Board of Trustees, but no later than **August 6, 2020**. The hour and place of closing shall be as designated by Purchaser, or at such other reasonable time, date or location as the parties may mutually agree. The parties acknowledge that it is their intent to close this transaction at the earliest mutually agreeable date upon completion of all inspections, investigations and reviews to which Purchaser is entitled hereunder, and fulfillment of any contingencies for closing.

7. Contingencies. Closing is contingent upon formal ratification or approval of this Agreement by the Town of Firestone Board of Trustees. If the Board of Trustees does not ratify or approve this agreement on or before **May 13, 2020**, then this agreement shall be void and of no effect.

8. Proration. Seller shall be responsible for real property taxes and assessments on the Property through the date of closing and Purchaser shall be responsible for post-closing taxes and assessments.

9. Closing costs. Purchaser shall pay, in good funds, including governmental check, closing costs and all other items required to be paid at closing, except as otherwise provided herein. Purchaser and Seller shall sign and complete all customary and required documents at or before closing. Fees for real estate closing services shall be paid at closing by Purchaser.

10. Transfer of Title. Subject to tender or payment at closing as required herein and compliance by Purchaser of the other terms and conditions hereof, Seller shall, at closing execute and deliver a good and sufficient special warranty deed to Purchaser, in substantially the form attached hereto as **Attachment 1**.

11. Possession. Seller will deliver possession of the Property to Purchaser as of the date of closing.

12. Remedies on Default. If any obligation hereunder is not performed as herein provided, the remedies are:

A. If Purchaser is in default, then Seller may terminate this Agreement and both parties will be released from all obligations under this Agreement. Seller may thereafter recover damages as may be proper, but Seller expressly waives the remedy of specific performance.

B. If Seller is in default, Purchaser may elect to treat this Agreement as terminated, and Purchaser may also recover such damages as may be proper, or alternatively, Purchaser may elect to treat this Agreement as being in full force and effect, and Purchaser will have the right to an action for specific performance or damages, or both.

13. Entire Agreement, Modification. This Agreement constitutes the entire contract between the parties relating to the conveyance of the Property, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement. No subsequent modification of any of the terms of this Agreement will be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

14. Authority. Each person executing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement in his or her individual or representative capacity as indicated.

15. Brokers. Seller and Purchaser each represent and warrant to the other that such party has not employed, retained or consulted any broker, agent or other real estate professional with respect to the Property. Seller and, to the extent permitted by law, Purchaser, each indemnify and hold the other harmless from and against all claims, demands, causes of action, debts, liabilities, judgments and damages, including, without limitation, any related litigation expenses, that may be asserted or recovered against the other on account of any breach of this representation and warranty.

16. Counterparts. This Agreement may be executed by the parties in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. Each of the Parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by facsimile or electronic mail transmission. The Parties further agree that this Agreement may be executed by electronic copies of signatures, and that any electronic copies of signatures shall be binding upon the Party providing such electronic copy of signature as if it were the Party's original signature.

[SIGNATURE PAGES TO FOLLOW]

PURCHASER:

**TOWN OF FIRESTONE, a Colorado municipal
corporation**

Date: _____

By: _____
Bobbi Sindelar, Mayor

ATTEST:

Town Clerk

(Printed Name)

APPROVED AS TO FORM:

Town Attorney

(Printed Name)

SPECIAL WARRANTY DEED

THIS **SPECIAL WARRANTY DEED**, made this ____ day of _____, 2020, by and between Anadarko Petroleum Corporation, whose address is 1201 Lake Robbins Drive, The Woodlands, TX 77380 (hereinafter "the Grantor"), and the **TOWN OF FIRESTONE, a Colorado municipal corporation**, whose mailing address, for purposes of this Special Warranty Deed is 151 Grant Avenue, Firestone, Colorado 80520 (hereinafter "the Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of **Ten Dollars(\$10.00)** and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt and adequacy of which are hereby confessed and acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, convey and confirm unto the Grantee and Grantee's successors and assigns forever, those certain parcels of real property, together with all improvements, if any, situate, lying, and being in the County of Weld, State of Colorado, more particularly described on **Exhibit A**, attached hereto, consisting of one (1) page, and incorporated herein by this reference, which real property shall be hereinafter referred to as "**the Property**".

TOGETHER with all and singularly the hereditaments and appurtenances thereto belonging, or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in or to the Property, with the hereditaments and appurtenances.

RESERVING UNTO GRANTOR, its successors and assigns the mineral estate in and under the Property conveyed, including all coal, oil, gas, and other hydrocarbons, and all clay and other valuable mineral in and under the Property conveyed. The Grantor hereby covenants and agrees that the Grantee shall forever have the right to take and use, without payment of further compensation to the Grantee, any and all sand, gravel, earth, rock, and other road building materials found in or upon said Property and belonging to the Grantor.

The Grantor further covenants and agrees that no exploration for, or development of any of the products, as described above, and owned by the Grantor heretofore and hereafter that date set forth above and hereby excepted will ever be conducted on or from the surface of the Property; that Grantor waives all rights of ingress and egress to the surface thereof .

TO HAVE AND TO HOLD the Property above bargained and described with the appurtenances unto the Grantee and its successors and assigns forever. And the Grantor, for itself and its successors and assigns, does sell and convey to Grantee and its successors and assigns the Property, and warrants title to the same, subject to the lien for general taxes for the calendar year in

ACCEPTED BY GRANTEE:

**TOWN OF FIRESTONE, a Colorado statutory
municipality (the Grantee)**

By: _____

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

EXHIBIT A

[Description of Property to be Conveyed]

LOT 11, BLOCK 14
OAK MEADOWS P.U.D., FILING 2
TOWN OF FIRESTONE
COUNTY OF WELD
STATE OF COLORADO

EXHIBIT B

[Exception Nos. 8-17 from Schedule B, Part II of Title Commitment]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this ____ day of _____, 2020, by and between **TWO HUNTERS PARK, LLC, a Colorado limited liability company**, whose address is 6312 Twilight Avenue, Firestone, CO 80504 (hereinafter "the Grantor"), and the **TOWN OF FIRESTONE, a Colorado municipal corporation**, whose mailing address, for purposes of this Special Warranty Deed is 151 Grant Avenue, Firestone, Colorado 80520 (hereinafter "the Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of **Ten Dollars(\$10.00)** and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt and adequacy of which are hereby confessed and acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, convey and confirm unto the Grantee and Grantee's successors and assigns forever, those certain parcels of real property, together with all improvements, if any, situate, lying, and being in the County of Weld, State of Colorado, more particularly described on **Exhibit A**, attached hereto, consisting of one (1) page, and incorporated herein by this reference, which real property shall be hereinafter referred to as "**the Property**".

TOGETHER with all and singularly the hereditaments and appurtenances thereto belonging, or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in or to the Property, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the Property above bargained and described with the appurtenances unto the Grantee and its successors and assigns forever. And the Grantor, for itself and its successors and assigns, does sell and convey to Grantee and its successors and assigns the Property, and warrants title to the same against all and every person or persons claiming the whole or any part thereof, by, through or under GRANTOR, subject to the lien for general taxes for the calendar year in which the conveyance is made, which shall be adjusted and prorated to the date of the Closing, and those items set forth in **Exhibit B** attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed the day and year first above written.

GRANTOR:

By: _____
Erin Martinez, Manager

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, as _____ of _____, owner of the Subject Property.

(Notary Public Official Signature)

(Commission Expiration)

ACCEPTED BY GRANTEE:

**TOWN OF FIRESTONE, a Colorado statutory
municipality (the Grantee)**

By:_____

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

EXHIBIT A

[Description of Property to be Conveyed]

A tract of land located in Oak Meadows P.U.D. Filing 2, Recorded September 7, 2001 as Reception No. 2881892 of the Records of Weld County, Colorado, City of Firestone, County of Weld, State of Colorado, described as follows:

BEGINNING at the Northwesterly Corner of Lot 12, Block 14, Oak Meadows P.U.D. Filing 2, from which the Northeasterly Corner of said Lot 12 bears S80°16'08"E, 60.00 feet (Basis of Bearing), thence S80°16'08"E, 22.00 feet along the Northerly Line of said Lot 12;

Thence departing said Northerly Line the following three courses:

S09°43'52"W, 16.00 feet;

S51°39'30"E, 25.06 feet;

S80°16'08"E, 16.00 feet to the Easterly Line of said Lot 12;

Thence S09°43'52"W, 81.36 feet along said Easterly Line to the Southeasterly Corner of said Lot 12;

Thence Westerly along the Southerly Line of said Lot 12, 60.14 feet along the arc of a curve concave to the north, said arc having a radius of 1097.34 feet, a central angle of 03°08'25", and being subtended by a chord that bears N76°26'24"W, 60.14 feet to the Southwesterly Corner of said Lot 12;

Thence N09°43'52"E, 105.34 feet along the Westerly Line of said Lot 12 to the Northwesterly Corner of said Lot 12 and the POINT OF BEGINNING.

Also known as Lot 12, Block 14, Oak Meadows P.U.D. Filing 2, less Tract B, Oak Meadows P.U.D. Filing 2, Replat No. 1.

Area = 5,526 square feet, more or less.

EXHIBIT B

[Exception Nos. 8-17 from Schedule B, Part II of Title Commitment]

RECREATIONAL EASEMENT AND AGREEMENT (Two Hunters Park)

THIS RECREATIONAL EASEMENT AND AGREEMENT (“Agreement”) is made and entered into effective the ____ day of _____, 2020, by and between Two Hunters Park, LLC, a Colorado limited liability company (“Grantor”) and the Town of Firestone, Colorado (“Grantee”), a Colorado statutory town.

1. Grantor’s Property. Grantor is the owner of that certain parcel of real property located in the Town of Firestone, Weld County, Colorado, which is legally described as Tract B, Oak Meadows P.U.D. Filing 2, Replat No. 1 (the “Property”).

2. Grant of Easement. For and in consideration of the covenants and agreements set forth herein, the receipt and adequacy of which Grantor acknowledges, Grantor hereby grants and conveys to the Grantee a permanent, non-exclusive easement (the “Easement”) on, over, under and across the entirety of the Property, as depicted on the final plat, Oak Meadows P.U.D. Filing 2, Replat No. 1, attached hereto as **Exhibit A** and incorporated herein by this reference (the “Easement Area”), subject to the conditions and restrictions set forth below.

3. Purposes and Uses of Easement. Grantee may use the Easement: (a) to construct, install, access, operate, maintain, repair, replace, reconstruct, inspect and remove at any time and from time to time a pedestrian path, landscaping, irrigation, boulders, lighting, and associated park elements (collectively, the “Improvements”) upon, across, over, through and within the Easement Area for use by the public solely and exclusively for public recreational uses permitted by the Town of Firestone (the “Town”); and (b) for use by Grantee’s agents, contractors and employees as reasonably necessary to operate, manage or maintain the Improvements and to carry out Grantee’s obligations under this Agreement.

4. Restrictions on Grant of Easement. Grantee shall not have the right to construct, erect, install, place, locate, use, operate, maintain, or replace any structures, equipment, facilities or improvements upon, across, over, through and within the Easement Area, other than the Improvements permitted under this Agreement. Additionally, Grantee shall not have the right to enlarge, expand, or add to the Improvements without the prior written consent of the Grantor, which shall not be unreasonably withheld.

5. Grantor’s Rights in Easement Area. Grantor reserves all other rights in and to the Easement Area, including the right to use the Easement Area for any purposes whatsoever, which will not impair, endanger, or unreasonably interfere with the Improvements or with Grantee’s full use and enjoyment of the rights hereby granted.

6. Modifications to Improvements. If, for any reason, the Improvements conflict with, impede, restrict or limit in any manner whatsoever Grantor’s use of the Property such that the Improvements must be altered within the Easement Area or relocated outside of the Easement Area, the Parties shall:

- (a) Work together to execute any easements or amendments to this Agreement that are

necessary for the modified Improvements, and to release any portions of the Property from the Easement that are no longer needed; and

(b) Develop and implement a comprehensive modification plan. The plans for any modification will be subject to Grantor's prior written approval, and the modification will be subject to the Grantor's oversight.

(c) Nothing in this Section is to be construed to limit the Town's authority to alter or relocate the Improvements in any emergency when necessary to protect against a material risk of personal injury or property damage.

7. Maintenance and Operation of the Improvements. By accepting and using the Easement, Grantee agrees:

(a) Grantee will construct, install, maintain, operate, repair, replace and control the Improvements at the Town's sole cost, as necessary to keep the Improvements in good and safe condition.

(b) Grantee will be responsible for enforcing any rules and regulations applicable to the use of the Improvements as adopted by Grantee and in accordance with any applicable ordinances of the Town.

(c) Grantee may contract with other public or private entities to provide these services for all or part of each year.

8. Damage and Restoration. Grantee shall be responsible for all damage to the Easement Area or the Property, including any installations, structures, utilities or improvements located on, under or within the Property, arising out of or resulting from the Improvements, or its use of the Improvements or Easement granted herein. Upon completing any work or activities in the Easement Area, Grantee, at its sole expense, shall restore the surface of the Easement Area to the conditions that existed immediately prior to the commencement of any of Grantee's activities permitted hereunder.

9. Compliance with Laws. Grantee shall comply at all times with the resolutions, ordinances, rules, and regulations of the Town in connection with Grantee's use of the Easement, the Easement Area, and the Trail.

10. Limitation of Grantor's Liability. Because the Improvements will be used for recreational purposes, as that term is defined by C.R.S. § 33-41-102(5), Grantor is entitled to any and all protections provided under C.R.S. § 33-41-103, *et seq.*

11. Mechanic's and Materialmen's Liens. Grantee covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Easement Area with respect to work or services claimed to have been performed for, or materials claimed to have been furnished to, Grantor or its agents pursuant to this Easement.

12. Binding Effect – Runs With Land. This Agreement shall constitute covenants running with the land and shall extend to and be binding upon the successors and assigns of the respective Parties hereto.

13. Notices. Any notices or communication required or permitted hereunder shall be given in writing and shall be sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Town:

Town of Firestone
Town Clerk
P.O. Box 100
Firestone, CO 80520

Grantor:

with a copy to:

or to such other address as hereafter designated in writing by the applicable parties. Notices shall be effective upon mailing.

14. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties hereto relating to the Easement and sets forth the rights, duties and obligations of each to the other as of this date, and this Agreement supersedes all previous and contemporaneous communications, negotiations, representations, or agreements, either verbal or written. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified or amended, except by a writing executed by both Parties.

15. Waiver. Waiver by a party of any breach of any term or provision of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision thereof.

16. Governing Law; Attorney's Fees. This Agreement shall be governed by the laws of the state of Colorado and venue shall be in the Weld County District Court. In the event of any dispute or litigation arising under the terms of this Easement, the prevailing party shall be entitled, in addition to other damages or costs, to receive from the other party court costs and reasonable attorney fees.

17. Severability. If any part, term or provision of this Agreement shall be held unenforceable or invalid, such part, term or provision shall be severable and deemed ineffective to the extent of such invalidity or prohibition without invalidating the remainder of this Agreement.

18. Governmental Immunity. The Town and its officers, attorneys and employees and the Grantee and its officers, attorneys and employees are relying on, and do not waive or intend to

waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the parties and their respective officers, attorneys or employees.

19. Authority. Grantor and Grantee each represent to the other that it has the power and authority to execute and deliver this Agreement and to perform its respective obligations under this Agreement. Grantor and Grantee each represent to the other that the person or persons signing for it has been duly authorized by such party to do so.

20. Counterparts. This Agreement may be executed by the parties in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

TOWN OF FIRESTONE

By: _____
Bobbi Sindelar, Mayor

ATTEST:

Alice Koenig, Town Clerk

EXHIBIT A

Oak Meadows P.U.D. Filing 2, Replat No. 1 final plat

GIFT AGREEMENT FOR TWO HUNTERS PARK

THIS AGREEMENT is made on the date set forth preceding the signatures below by and between the undersigned donor, Two Hunters Park, LLC, a Colorado limited liability company (the “*Donor*”) and the Town of Firestone, Colorado (the “*Town*”). The Donor and the Town are the “*Parties*” to this Agreement.

Background

The Donor is the owner of a lot located in Firestone, Colorado, more particularly described on Exhibit A attached hereto (“*Premises*”). The Premises were the location of a tragic explosion in which the Donor’s spouse and brother died. It is the Donor’s intention to gift the Premises to the Town in memory of her deceased spouse and brother, to be preserved as a space of peace and beauty, for the use of the public.

The Town is a political subdivision or governmental unit for the purposes of Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the “*Code*”).

The Town and Donor intend to submit a joint application for subdivision approval to subdivide the Premises and the adjacent lot, legally described Lot 11, Block 14, Oak Meadows P.U.D., Filing 2, Town of Firestone, County of Weld, State of Colorado, to create one tract of land to be owned by the Town and upon which the Park (defined below) will be developed and a separate, smaller tract to be owned by Donor (defined below).

The Parties desire to enter into an agreement establishing certain responsibilities and rights of each with respect to the Premises. Accordingly, in consideration of these mutual promises, it is hereby agreed by and between the Parties as follows:

A. Donation of Premises.

1. The Donor shall donate the Premises to the Town, subject to the terms and conditions of this Agreement.
2. The Parties agree that delivery and possession of the Premises will occur at closing, which shall be within 90 days of approval or ratification of this Agreement by the Town of Firestone Board of Trustees. The time and place of closing shall be determined by mutual agreement of the Parties.
3. At closing, Donor will execute and deliver to the Town a Special Warranty Deed to the Premises in the form set forth on Exhibit B, attached hereto.
4. The Donor will retain title to a small tract of land surrounded by the Premises, which tract is more specifically described on Exhibit C (“*Tract B*”). At closing, Donor will execute and deliver to the Town a recreational easement (the “*Easement*”) over Tract B, in the form set forth on Exhibit D, attached hereto.

5. Donor represents and warrants to the Town that the Donor has good and marketable title to the Premises and that such property is free from all mortgages, security interests or other encumbrances.
6. The Town represents and warrants to the Donor that it has full power and authority to enter into this Agreement, and when signed, it shall be a valid obligation of and enforceable against the Town.
7. The Town will obtain at its own expense and cost a Title Insurance Commitment (the "*Title Commitment*") from Land Title Guarantee Company (the "*Title Company*"), a copy of which is attached hereto as Exhibit E. The Title Commitment shows title to the Premises in Donor, subject only to those Exceptions set forth on Schedule B, Part II to the Title Commitment. (the "*Exceptions*"). The Town acknowledges that the Exceptions are acceptable to the Town. Any easements, liens, and other title matters not shown by the public records of which Donor has no knowledge may be addressed to the satisfaction of the Town, as directed by the Title Company, or at the election of the Town, by affidavit, representations and/or warranties from Donor, as provided for herein. The Town may update the Title Commitment up to and including the date of closing and the latest updated Title Commitment shall be substituted as Exhibit E. The Town is responsible for the cost of the Title Commitment, any updates thereto, and for the premiums for any Title Insurance policy purchased at closing.
8. The Town and the Donor shall comply with all Requirements contained in Schedule B, Part I of the Title Commitment.

B. Name of Park. The Premises and the adjacent lot, described as "Tract A, Oak Meadows P.U.D., Filing 2, Replat No. 1, Town of Firestone, County of Weld, State of Colorado (collectively, the "*Park*") are to be managed together as a public park which shall be called the "Two Hunters Park," provided, however that the Town may change the name of the Park with the consent of the Donor.

C. Use of Park.

1. The Town shall use the Park exclusively as a Peaceful Park. A "Peaceful Park" for the purpose of this Agreement is defined as public land which has been designated or is used for gardens, a natural habitat area, nature trail, pedestrian path, open space, wilderness area or other similar use that is consistent with the tranquil, restful, and sacred nature of the Park. "Peaceful Park" for the purpose of this Agreement does not include land used as a playground or for sports or administrative facilities.
2. The Towns represents and warrants that it intends to and will use the Park as set forth in this Agreement, and the possibility that the Park will be used in a manner other than as set forth in this Agreement is so remote as to be negligible.

3. The Town acknowledges that Donor, as the owner of Tract B, reserves the right to place temporary memorial or commemorative items on Tract B periodically throughout the year, which use shall be at the discretion of the Donor, but which use will not interfere with the use of the Park as a Peaceful Park. The Town agrees that it will not interfere with the Donor's use of Tract B for these purposes, nor will its use of the Park interfere with the Donor's use of Tract B for such purposes. Donor does not intend to dedicate Tract B open for public expression, and nothing in this Agreement is intended to designate or classify Tract B as a public forum for the expression of protected speech.

D. Development of Park.

1. The Donor and the Town have agreed upon a design for the development of the Park, which design is attached as Exhibit F (the "Design Plans.")
2. No structures shall be built upon the Park or changes made to the Park in a manner contrary to the essential elements of the Design Plans without the consent of the Donor, which consent shall not be unreasonably withheld. The essential elements of the Design Plans include the topographical design, the selection of trees, flowers, shrubs, and other plants, the physical design and placement of structures in the Park, as well as all elements that contribute to the overall look and feel of the Park as a Peaceful Park.
3. The Town shall provide the Donor, or its selected representative, with full access to the Park during construction, except as reasonably limited for safety concerns.

E. Park Development Expenses and Contributions.

1. Donor will contribute sufficient funds to the Town for the purpose of developing the Park and completing installation of related public improvements as set forth in the Design Plans (collectively, the "Work").
2. Any amounts contributed by Donor shall be deposited by the Town into its Capital Projects Fund and accounted for as a separate budget line item (the "Two Hunters Park Project"). The Two Hunters Park Project shall be used exclusively for authorized expenditures related to payments to be made to a contractor selected by the Town and Donor, and ultimately awarded a construction contract (the "Contractor"), covering the cost of completed Work as of the date of the Contractor's submission of an application for progress payment for completed Work to the Town in accordance with the construction contract.
3. The total amount of Donor's contributions under this section (E) shall not exceed the Contract Price for completion of the Work, as set forth in the construction contract ("Maximum Contribution Amount"). At such time as the total, aggregate amount of Donor's contribution reaches the Maximum Contribution Amount,

Donor shall not be obligated to contribute any additional funds toward completion of the Work.

4. As of the date of this agreement, the anticipated Contract Price is estimated to be \$621,932.
5. If other donations, grants, or contributions from others are received by the Town for the purpose of completing the Work, then those donations, grants, and contributions will off-set the amount that Donor has contributed toward the completion of the Work.
6. Any leftover balance in the Two Hunters Park Project after payment of Contractor's final application for payment and final settlement under the construction contract, excepting any amounts the Town may retain to guarantee Contractor's fulfillment of its repair and replacement obligations under the construction contract ("Retainage"), shall be returned to Donor within three months of initial acceptance of the Work.
7. Any leftover balance in the Two Hunters Park Project after payment to Contractor of the Retainage shall be returned to Donor within three months of final acceptance of the Work.
8. The schedule of Donor's contributions to the Two Hunters Park Project shall be as follows:
 - (a) At closing, Donor shall initially contribute \$200,000 to the Two Hunters Park Project;
 - (b) When the balance of the Two Hunters Park Project reaches less than \$50,000, the Town shall send a notice to the Donor, who shall make an additional \$200,000 contribution to the Two Hunters Park Project within 14 days of receipt of such notice.
 - (c) The Town shall send a notice to the Donor on or within seven (7) days of the substantial completion date deadline as stated under the construction contract, and Donor shall make a final contribution within 14 days of receipt of such notice in an amount equal to the remainder of the Maximum Contribution Amount.
9. The procedure for authorizing expenditures from the Two Hunters Park Project shall be as follows:
 - (a) Upon receipt of each application for payment submitted by Contractor, the Town shall submit a copy of the written invoice accompanying each such application for payment to the Donor.

- (b) Within ten (10) days of receipt of each such invoice, Donor will indicate in writing Donor's assent or objection to the Town's payment of such invoice. If the Donor assents to payment, the Town shall be authorized to make an expenditure from the Two Hunters Park Project upon processing the Contractor's application for payment as provided in the construction contract. If the Donor objects to payment, the Donor shall indicate in writing the reasons for objecting to payment. Donor may object to the whole or any part of payment if Donor believes that an invoice seeks payment for costs unrelated to the Work.
- (c) Upon receipt of Donor's objection, the Town shall contact the Donor within five (5) days to attempt to resolve the matter. If the Parties are unable to reach a resolution, then the Parties shall submit the matter to Design Concepts (the "*Design Professional*").
- (d) Within five (5) days of receipt of the notice of dispute, Design Professional shall indicate in writing a recommendation of the whole or any part of any payment, or a refusal to recommend the whole or any part of any payment. The decision of Design Professional shall be final and binding on all parties.
- (e) If Design Professional recommends the whole or any part of any payment, the Town shall be authorized to make an expenditure from the Two Hunters Park Project of any amount recommended for payment by Design Professional. If Design Professional refuses to recommend the whole or any part of any payment, then the Town may pay such disputed amounts using other financing sources.

F. Maintenance of Park

1. Subject to annual appropriations, the Town will maintain the Park in good and safe working condition and in such a state as reasonably suitable for a Peaceful Park, subject to normal wear and tear. Without limiting the meaning of the preceding sentence, the Town shall be responsible for the following:
 - (a) Removing all litter, trash, dead vegetation, refuse and waste.
 - (b) Fertilization, soil building, pruning, mowing, irrigation, pest management, weed/insect/disease control, litter control and any other procedures consistent with good horticultural practice necessary to ensure normal, vigorous, and healthy growth of turf and landscape plantings, except during the winter season (November 1 through March 1).
 - (c) Maintaining exterior lights in working order.
 - (d) Repairing any damage to pathways and structures, including but not limited to gazebos, benches, signs, and all paths and walkways.
 - (e) Maintaining structures in a clean and neat in appearance free of mold and mildew. Wood and siding surfaces should be cleaned and painted to replace

chipping, peeling and faded paint. Fence pickets should be in good condition, not warped, cracked or missing.

2. Subject to annual appropriations, repairs and replacements to the Park and any improvements constructed upon Tract B including the structural and non-structural parts thereof, gardens, landscaping, paths, benches, roofs, fixtures, and the mechanical, electrical and irrigation systems, whether such repairs and replacements are foreseen or unforeseen, shall be made by the Town, at its own expense, consistent with the Design Plans, as they may be amended from time to time in accordance with this Agreement.
3. If Donor believes the Town has failed to meet its obligations under this Section F(1), Donor shall notify the Town of its concerns in writing. Upon receipt of such notice, the Town will promptly investigate the matters raised in Donor's notice and inform Donor in writing of the results of the Town's investigation. Such notice shall include a determination by the Town of whether any repairs are necessary along with an explanation of the nature and extent of any repair efforts to be undertaken by the Town, including a repair schedule. If the nature of any repairs or replacements is such that the Town decides to submit a property/casualty claim to its insurer, the Town will communicate that fact to Donor. From the time the Town submits the claim to its insurer through resolution, the Town will keep Donor fully informed at each step in the insurance claims process and may provide a revised repair schedule.
4. The Town shall not be responsible for any failure to perform its obligations under this Section F(1), if the Town is prevented or delayed in performing those obligations by an event of force majeure. Where there is an event of force majeure, the Town shall promptly notify Donor giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing the Town from, or delaying the Town in, performing its obligations under this Section F(1). Upon completion of the event of force majeure, the Town, as soon as reasonably practicable, will commence or recommence the performance of its obligations under this Section F(1). For purposes of this paragraph, an "event of force majeure" is defined as labor disputes, fire, flood or other physical natural disasters, unavoidable casualties, unanticipated adverse weather conditions, acts of God or other causes beyond the Town's control.
5. Subject to annual appropriations, the Town will pay all utility bills for the Park in a timely manner.

G. Tract B.

1. Subject to annual appropriations, the Town shall be responsible for paying all utility bills for Tract B in a timely manner.

2. Donor shall be responsible for the cost of making any changes, additions or alterations to any improvements installed by the Town upon Tract B pursuant to the Easement, which are beyond the scope of the Design Plans, and Donor shall be responsible for any incremental cost incurred by the Town in maintaining such future improvements.

H. Amendment, Binding, Attorneys Fees.

1. This Agreement may only be amended by an instrument in writing executed by the Parties.
2. The Donor expressly reserves the right to enforce the terms of this Agreement. Should the Donor retain counsel for the purpose of enforcing any provision of this Agreement, or for preventing the breach of any provision of this Agreement, and Donor substantially prevails, then the Donor shall be entitled to reimbursement by the Town for all costs, expenses and witness fees incurred by the Donor, including, but not limited to, reasonable attorneys' fees and costs.
3. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, distributees, heirs, legal representatives and assigns.

I. Alternative Use.

In the unlikely event that the purpose of the Park as expressed in this Agreement becomes obsolete or incapable of fulfillment, the Town may, with the consent of the Donor, which consent shall not be unreasonably withheld, modify the use of the Park so that it supports a current need of the Town; however, any modification to the use of the Park should reflect as closely as possible the original intent expressed in this agreement.

J. Appraisal and IRS Requirements.

It is the Donor's responsibility to take the necessary action to qualify gifts to the Town for a charitable deduction. For all real estate gifts for which a deduction of \$5,000 or more is claimed, the Town understands that the current Internal Revenue Service regulations require the Donor to file an IRS Form 8283, which must be submitted to the Town for its signature prior to filing. It further understands that completion of Form 8283 requires an appraisal dated no earlier than 60 days prior to the gift, nor later than the due date, with extensions, of the federal income tax return that reports this gift. The Donor acknowledges that this tax information is provided for informational purposes only, and that the Donor must obtain advice for her tax returns from a personal tax adviser. Because the appraisal is required for the Donor's tax return, the Donor acknowledges that the appraisal will be done at the Donor's expense by a qualified appraiser of the Donor's choosing.

K. Miscellaneous.

1. Nothing herein shall constitute a multiple year fiscal obligation pursuant to Colorado Constitution Article X, Section 20, and the Town's obligations pursuant to this Agreement are subject to the annual appropriation of funds by its governing body.
2. This Agreement is governed by the laws of the State of Colorado.
3. If any provision, term or condition of this Agreement shall be judicially determined to be invalid, unenforceable, or illegal for any reason, including waiver of any particular right, the other portions of this Agreement shall nevertheless continue in full force and effect, including waiver of other rights, even though such waiver may be contained in the same sentence. If such provision is declared invalid or unenforceable due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
4. This Agreement contains the entire understanding between the parties pertaining to the subject matter hereof. No representations, promises, warranties or covenants of any kind, whether oral or otherwise, have been made by the parties except those contained herein.
5. This Agreement, each of its provisions and all representations warranties covenants and agreements in this Agreement will survive the transfer of title to the Premises to the Town.
6. The Donor may record in the real property records of Weld County a Memorandum of Agreement in substantially the form attached as Exhibit G, as record notice of this Agreement to third parties.
7. The term of this Agreement shall be 100 years from the effective date of this Agreement.

The following page contains date and signatures only.

Effective: _____, 2020.

DONOR:

Erin Martinez

TOWN OF FIRESTONE:

By:

Title:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Erin Martinez, Manager of Two Hunters Park, LLC, as Donor.

Witness my hand and official seal.

My commission expires _____.

(SEAL)

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____ as _____.

Witness my hand and official seal.

My commission expires _____.

(SEAL)

Notary Public

EXHIBIT A

Legal Description of the Premises

Lot 12, Block 14, Oak Meadows P.U.D. Filing 2, Town of Firestone, County of Weld, State of Colorado, less Tract B, Oak Meadows P.U.D. Filing 2, Replat No. 1

EXHIBIT B

Special Warranty Deed

EXHIBIT C

Legal Description of Tract B

Tract B, Oak Meadows P.U.D. Filing 2, Replat No. 1

EXHIBIT D

Easement Agreement

EXHIBIT E

Title Commitment

EXHIBIT F

Design Plans

EXHIBIT G

Memorandum of Agreement

Construction Set

March 20, 2020

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G2.0	GENERAL NOTES & DEMO PLAN
G3.0	EROSION CONTROL PLAN
G3.1	EROSION CONTROL DETAILS
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E1.0	SITE ELECTRICAL PLAN
E2.0	ELECTRICAL ONE-LINE SCHEDULES
E3.0	ELECTRICAL DETAILS & NOTES

SITE/LANDSCAPING

L1.0	OVERALL SITE PLAN
L1.1	OVERALL SITE LAYOUT
L1.2	SITE ENLARGEMENT JOEYS AREA
L1.3	SITE ENLARGEMENT MARK & ERINS AREA
L1.4	SITE ENLARGEMENT LIVING ROOM
L1.5	SITE ENLARGEMENT DOG AREA
L2.0	GRADING PLAN
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L4.0	SITWORK DETAILS
L4.1	SITWORK DETAILS
L4.2	SITWORK DETAILS
L4.3	SANDBLASTING WALL DETAILS
L4.4	PERGOLA DETAILS - Add Alt #2
L4.5	ARCHWAY DETAILS - Add Alt #2
L4.6	SHEET NOT USED
L4.7	SCULPTURE DETAILS - Add Alt #2
L4.8	PLANTING DETAILS

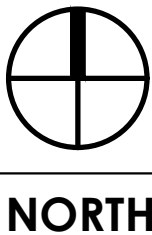
SHEET INDEX

IRRIGATION	
IR1.0	IRRIGATION PLAN
IR2.0	IRRIGATION DETAILS
IR2.1	IRRIGATION DETAILS



VICINITY MAP

NOT TO SCALE



CONSULTANTS:



OWNER:

Town of Firestone
Town Hall
151 Grant Ave
Firestone, CO 80520
Tel: 303.531.6276
Email: TBjerkaas@FirestoneCO.gov
Contact: Todd Bjerkass



LEAD CONSULTANT LANDSCAPE ARCHITECT:

Design Concepts
3000 Youngfield St., Suite 264
Wheatridge, CO 80215
Tel: 303.278.7297
Email: hreschl@aeiconsulting.com
Contact: Helen Reschl



ELECTRICAL ENGINEER:

Ackerman Engineering
3000 Youngfield St., Suite 264
Wheatridge, CO 80215
Tel: 303.278.7297
Email: hreschl@aeiconsulting.com
Contact: Helen Reschl



STRUCTURAL ENGINEER:

Anthem Structural Engineers
2213 Central Ave.
Boulder CO, 80301
Tel: 303.848.8497
Email: dknapp@anthemstructural.com
Contact: Daniel Knapp



DESIGN
CONCEPTS

Community + Landscape Architects
211 North Public Road, Suite 200
Lafayette CO 80026
303.664.5301 www.dcla.net

TWO HUNTERS PARK

6312 TWILIGHT AVENUE
FIRESTONE, COLORADO 80504



Project No.: 21922.00

Issued For: CONSTRUCTION SET
Date: 03.31.20

Drafted By: NK & MA
Checked By: SW

All drawings and written material appearing herein constitute original and unpublished work of Design Concepts and may not be duplicated, used or disclosed.

COVER

TWO HUNTERS PARK

6312 TWILIGHT AVENUE
FIRESTONE, CO 80504


**DESIGN
CONCEPTS**

 Community + Landscape Architects
 211 North Public Road, Suite 200
 Lafayette, CO 80026
 303.664.5301 www.dcn.net

LEGEND	
UTILITIES	
EB	ELECTRIC BOX
ET	ELECTRIC TRANSFORMER
EVT	ELECTRIC VAULT
FB	FIBER OPTIC/TELECOM BOX
LP	LIGHT POLE
STMH	STORM SEWER MANHOLE
TB	TELEPHONE/TELECOM BOX
TVB	CABLE TELEVISION BOX
WM	WATER METER
PIPE	
FES	FLARED END SECTION
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
MISC.	
AC	ACRES
ALUM	ALUMINUM
ASPH	ASPHALT

LEGEND	
CC	CURB CUT
C&G	CURB & GUTTER
CONC	CONCRETE
LS	LANDSCAPING
±	MORE OR LESS
REC	RECEPTION NO.
ROW	RIGHT-OF-WAY
SF	SQUARE FEET
WF	WOOD FRAME
FEATURES	
—X—X—	FENCE
----	DITCH OR DRAINAGE
=====	EDGE OF ASPHALT
CONC	CONCRETE
—	PROPERTY CORNER
—99.5—	CONTOUR
X 99.5	SPOT ELEVATION
UTILITY LINES	

LEGEND	
—E—	ELECTRIC LINE
—F—	FIBER OPTIC/TELECOM LINE
—G—	GAS LINE
—SS—	SANITARY SEWER LINE
—ST—	STORM SEWER LINE
—T—	TELEPHONE/TELECOM LINE
—TV—	CABLE TELEVISION LINE
—W—	WATER LINE
MONUMENTS	
—SET	SET #5 REBAR (24" LONG) W/ 2" ALUM. CAP MKD. "CIVILARTS PLS 24305"
—FND	FOUND #5 REBAR W/ 2" ALUM. CAP MKD. "CIVILARTS PLS 24305"
—NBD	FOUND NAIL & 0.75" BRASS DISC MKD. "PLS 3790B" FLUSH WITH CONCRETE SURFACE.
VEGETATION	
—6"	DECIDUOUS TREE W/ 6" CALIPER



NOTES

- BEARINGS SHOWN ON THIS MAP ARE BASED ON THE ASSUMPTION THAT THE NORTH LINE OF LOTS 11 & 12, BLOCK 14, OAK MEADOWS PUD FILING 2 LOCATED IN THE SW1/4 OF SECTION 2, T2N, R67W OF THE 6TH P.M., BEARS S80°16'08"E AS MONUMENTED AND SHOWN HEREON.
- SET 24" LONG #5 REBAR WITH 2 INCH ALUMINUM CAP MARKED "CIVILARTS PLS 24305" FLUSH W/ GROUND LEVEL WHERE NOTED "SET". FOUND #5 REBAR WITH 2 INCH ALUMINUM CAP MARKED "CIVILARTS PLS 24305" FLUSH W/ GROUND LEVEL WHERE NOTED "FND". DID NOT FIND OR SET A MONUMENT WHERE NOTED "NFS".
- RECORDED EASEMENTS AND RIGHTS-OF-WAY, IF ANY, ARE SHOWN ON THIS PLAT AS SHOWN ON THE RECORDED PLAT OF OAK MEADOWS PUD FILING 2 AND OAK MEADOWS PUD. NO TITLE COMMITMENT WAS PROVIDED. NO ADDITIONAL RESEARCH WAS COMPLETED.
- APPARENT EASEMENTS AND RIGHTS-OF-WAY SUCH AS VISIBLE SURFACE FEATURES AND EVIDENCE OF UTILITY LINES AND FACILITIES AS MAY BE INDICATED ON THIS MAP, ARE SHOWN FROM FIELD LOCATION AND MAY INDICATE A REAL PROPERTY RIGHT. NO ADDITIONAL RESEARCH WAS COMPLETED.
- ELEVATIONS SHOWN ON THIS MAP ARE BASED ON TOWN OF FIRESTONE BENCH MARK BM 25, A CHISELED "X" ON THE NORTH END OF A HEADWALL AT THE NORTHWEST CORNER OF INTERSECTION OF FIRESTONE BLVD. AND COLORADO BLVD. NGVD 1929 ELEVATION = 4848.27 FEET.
- THE POSITIONS OF UNDERGROUND UTILITY LINES SHOWN ON THIS MAP WERE DETERMINED FROM FIELD LOCATION OF SURFACE FEATURES AND LINES AS MARKED ON THE GROUND BY UNDERGROUND CONSULTING SOLUTIONS AND MAY NOT BE COMPLETE OR ACCURATE. CONNECTIONS BETWEEN LOCATED MARKS REPRESENT OUR BEST GUESS AND MAY NOT BE COMPLETE OR ACCURATE. ACCORDING TO COLORADO LAW, THE UTILITY NOTIFICATION CENTER OF COLORADO (UNCC) MUST BE NOTIFIED TO MARK ALL UNDERGROUND LINES AT LEAST THREE DAYS PRIOR ANY EXCAVATION OR CONSTRUCTION. (ALTA OPTIONAL ITEMS 11)
- FIELD WORK WAS COMPLETED ON AUGUST 29, 2018.
- LINEAR DIMENSIONS SHOWN ON THIS MAP ARE U.S. SURVEY FEET.
- LEGAL DESCRIPTION PREPARED BY FRANK N. DREXEL, 1500 KANSAS AVENUE, SUITE 2-E, LONGMONT, COLORADO, 80501 (CRS 38-35-106.5).

LEGAL DESCRIPTION

LOT 11 AND LOT 12, BLOCK 14, OAK MEADOWS PUD FILING 2, A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 2, T2N, R67W OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.
 AREA = 12,621 SQUARE FEET, MORE OR LESS.

CERTIFICATION DEFINED

THE USE OF THE WORDS "CERTIFY" AND/OR "CERTIFICATION" BY A REGISTERED PROFESSIONAL LAND SURVEYOR CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS AND FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION. WAS PERFORMED BY OR UNDER THE REGISTERED PROFESSIONAL LAND SURVEYOR IN RESPONSIBLE CHARGE. IS BASED ON THE PROFESSIONAL LAND SURVEYOR'S KNOWLEDGE, INFORMATION, AND BELIEF. IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. (RULE 6-2.2 OF THE BYLAWS AND RULES OF THE STATE BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS)

NOTICE

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

SURVEYOR'S CERTIFICATE

TO: TOWN OF FIRESTONE

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 4, 5, 7A, 8, & 11, OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON AUGUST 29, 2018.

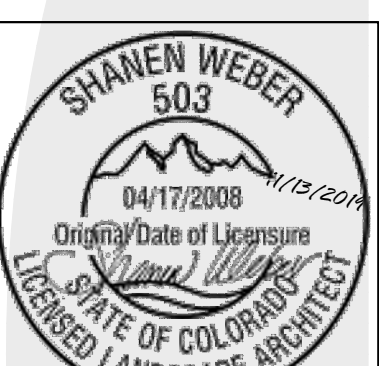


TWO HUNTERS PARK

ALTA/NSPS LAND TITLE SURVEY AND DESIGN MAPPING OF LOTS 11 & 12, BLOCK 14, OAK MEADOWS PUD FILING 2 LOCATED IN THE SW1/4 OF SECTION 2, T2N, R67W OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.
 FOR: TOWN OF FIRESTONE

		ENGINEERING PLANNING SURVEYING		P 303.682.1131 F 303.682.1149		1500 Kansas Ave, Suite 2-E Longmont, CO 80501	
DATE: SEPTEMBER 7, 2018		DRAWN BY: JRF		JOB NO: 1370-0			
SCALE: 1"=10'		CHECKED BY: FND		DRAWING NO: 13700-1			
REVISIONS - DATE, BY:		REVISIONS - DATE, BY:		REVISIONS - DATE, BY:			

TWO HUNTERS PARK

 6312 TWILIGHT AVENUE
 FIRESTONE, COLORADO 80504


Project No.: 21922.00

Issued For: CONSTRUCTION SET Date: 03.31.20

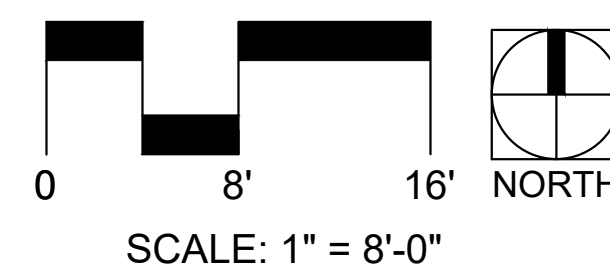
 Drafted By: NK & MA
 Checked By: SW

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**EXISTING
CONDITIONS
& SURVEY**

G1.0

1. GENERAL LAYOUT DIMENSIONS AND COORDINATES PROVIDED.
2. AUTOCAD DESIGN FILES WILL BE PROVIDED ON REQUEST FOR CONSTRUCTION SURVEYING



	CEDAR MULCH		LANDSCAPE BOULDERS
	RIVER ROCK MULCH 2"-4"		SEAT BOULDERS
	NATIVE HIGH MOUNTAIN SEED		TRASH RECEPTACLE
	NATIVE WILDFLOWER SEED MIX		LOG LIGHTS
	STONE BENCH CAPS		NATURAL EDGE EXTENTS
	CONCRETE		CONCRETE EDGING
	MEXICAN FEATHER GRASS		WOOD FENCE
	LIGHT BLUE GLASS AGGREGATE		DARK BLUE GLASS AGGREGATE
	COBBLE MULCH 6"-8"		

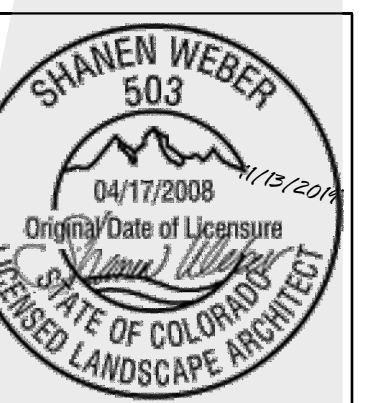
1. THE OVERALL SITE PLAN IS TO BE USED IN CONJUNCTION WITH IRRIGATION, GRADING, STRUCTURAL, AND ELECTRICAL CONSTRUCTION DOCUMENTS AND SPECIFICATIONS TO COMPLETE THE SITE INFORMATION.
2. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATIONS OF UTILITIES ADJACENT TO WORK AREA, AVOIDING DAMAGE TO ALL UTILITIES DURING THE COURSE OF WORK. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD, RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. THAT OCCUR AS A RESULT OF CONSTRUCTION.
3. CONTRACTOR SHALL EXAMINE THE SITE CONDITIONS AND NOTIFY THE OWNER IN WRITING OF UNSATISFACTORY CONDITIONS. DO NOT PROCEED UNTIL CONDITIONS HAVE BEEN CORRECTED.
4. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL SUBMITTALS AND CUT SHEETS TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO THE COMMENCEMENT OF WORK. SEE SPECIFICATION FOR DETAILED SUBMITTAL INFORMATION.
5. CONTRACTOR SHALL FIELD VERIFY AND EXAMINE ALL EXISTING CONDITIONS PRIOR TO BIDDING OR PERFORMING ANY CONSTRUCTION OPERATION.
6. REPORT ANY DISCREPANCIES IMMEDIATELY TO THE OWNER.
7. ALL SITE IMPROVEMENTS (PERGOLAS, SEATWALLS, DOG BOWL, TRASH RECEPTACLES, ETC.) MUST BE FIELD SURVEYED AND STAKED BY CONTRACTOR. LANDSCAPE ARCHITECT AND OWNER'S REP SHALL APPROVE STAKED LOCATION OF IMPROVEMENTS PRIOR TO INSTALLATION.
8. LANDSCAPE ARCHITECT AND OWNER'S REP SHALL APPROVE FINAL STAKING BY CONTRACTOR OF ALL CONCRETE FLATWORK AND CONCRETE WALLS PRIOR TO CONSTRUCTION AND ALL FORM WORK PRIOR TO POURING CURB WALLS.
9. ADDITIONAL LAYOUT INFORMATION WILL BE PROVIDED TO THE CONTRACTOR PRIOR TO CONSTRUCTION, AS NECESSARY. LANDSCAPE ARCHITECT WILL PROVIDE DIGITAL FILES OF THE SITE PLAN IN AUTOCAD. ALLOW 72 HOURS AFTER REQUEST FOR DELIVERY OF FILES.
10. SANDBLASTED GRAPHICS ARE AVAILABLE FROM LANDSCAPE ARCHITECT, ART WORK PROVIDED DIGITALLY. .DWG FORMAT UPON REQUEST. ANY FILE FORMAT CONVERSION AND TEMPLATE PRINTING WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.

*RETURN ALL STENCILS FOR SANDBLASTED ARTWORK, SYMBOLOLOGY AND LINEWORK TO THE TOWN OF FIRESTONE UPON COMPLETION OF PROJECT CONSTRUCTION.

1. #1 - ALL FIBER OPTIC LIGHTS
2. #2 - ALL METAL WORK. (SCULPTURES, TRELLIS, PERGOLA)



FIRESTONE, COLORADO 80504



Project No.: 21922.00

Issued For:	Date:
CONSTRUCTION SET	03.31.20

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OVERALL SITE PLAN

L1.0



SITE LEGEND:

- EXISTING CONTOURS (TEXT: 4847)
- 5' CONTOURS (TEXT: 5640)
- 1' CONTOURS (TEXT: 5641)
- PERFORATED DRAIN PIPE
- SOLID PVC DRAIN PIPE
- EXISTING GRADE CONNECTION POINT
- DRAINAGE DIRECTION ARROWS
- SLEEVE
- WASTE LINE

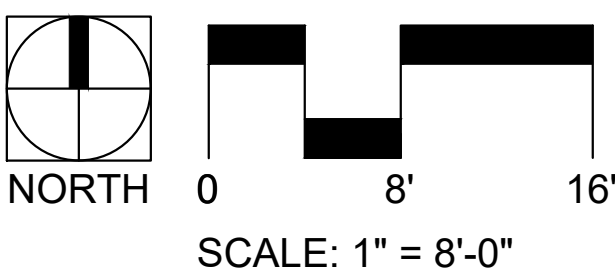
GENERAL GRADING NOTES:

- THE LANDSCAPE ARCHITECT AND/OR OWNER MAKE NO WARRANTY AS TO THE CORRECTNESS AND/OR COMPLETENESS OF THE EXISTING UTILITY LOCATIONS SHOWN OR NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING THE HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES INCLUDING WATER, SEWER, STORM DRAINS, GAS TRANSMISSION LINES, AND OTHER UTILITIES ABOVE AND BELOW THE SURFACE THAT MAY AFFECT THE PROJECT. SHOULD ANY DISCREPANCY OR CONFLICT BE DISCOVERED THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY, AND SHALL NOT CONTINUE CONSTRUCTION UNTIL SAID CONFLICT CAN BE RESOLVED IN WRITING.
- THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION TO VERIFY DEPTH AND LOCATION OF ALL UTILITIES.
- THE CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS AND BASE THE BID ON ACTUAL ON-SITE CONDITIONS AND MEASUREMENTS. CONTRACTOR TO FIELD VERIFY SPOT GRADES SHOWN ON SURVEY. POSITIVE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES.
- ANY CONSTRUCTION DEBRIS OR MUD-TRACKING IN THE PUBLIC RIGHT-OF-WAY RESULTING FROM THE WORK SHALL BE REMOVED IMMEDIATELY BY THE CONTRACTOR.
- ADJUST RIM OF ALL CLEANOUTS, MANHOLES, VALVE COVERS AND SURVEY MONUMENT COVERS TO FINISH GRADE.
- CONTRACTOR SHALL CLEAR AND GRUB THE AREA WITHIN THE SPECIFIED LIMITS OF LANDSCAPE CONSTRUCTION. DEBRIS, VEGETATION, ROOTS AND OTHER MATERIALS NOT SUITABLE FOR BACKFILL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR.
- THE CONTRACTOR SHALL PROVIDE SMOOTH FINISH GRADE FREE OF RUTS, DEPRESSIONS AND IRREGULARITIES.
- CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO PROTECT BOTH ON SITE AND ADJACENT PROPERTY, TREES AND VEGETATION. AREAS OUTSIDE THE LIMITS OF WORK AS SHOWN ON THE PLANS AND/OR CROSS SECTIONS SHALL REMAIN UNDISTURBED. ANY ITEMS NOT INTENDED FOR DEMOLITION MUST BE PROTECTED. ANY DAMAGE WILL BE REPAIRED AT CONTRACTOR'S EXPENSE. CONTRACTOR SHALL RESTORE AREAS DAMAGED DURING CONSTRUCTION TO THIER ORIGINAL STATE.
- GRADING OPERATIONS SHALL INCLUDE SHAPING AND GRADING OF DRAINAGE SWALES AS SHOWN ON THE PLANS. FLOWLINE ELEVATIONS SHALL BE SHOWN ON THE PLANS OR CROSS SECTIONS. ALL AREAS SHALL BE SHAPED AND GRADED IN THE FIELD FOR POSITIVE DRAINAGE AWAY FROM PAVED SURFACES OR FOUNDATIONS.
- SPOT ELEVATIONS TAKE PRECEDENCE OVER CONTOURS.
- ALL WALKS SHALL BE GRADED TO INSURE POSITIVE DRAINAGE. FINISHED LANDSCAPE GRADE ADJACENT TO PAVEMENT OR CURB SHALL BE 1" BELOW TOP OF PAVEMENT OR EDGER.
- PROPOSED CONCRETE WALKS TO MATCH GRADE OF EXISTING WALKS AT ALL INTERSECTIONS BETWEEN THE TWO.
- ENSURE NO WALKS EXCEED A 2% CROSS SLOPE.

ADDENDUM #2

- SOLID PVC PIPE TO DAY LIGHT AT CONCRETE WALL IS TO BE 6"

1 GRADING PLAN
Scale: 1" = 8'-0"





DESIGN
CONCEPTS

Community + Landscape Architects
271 North Public Road, Suite 200
Lafayette CO 80026
303 664 5301 www.dcds.net

TWO HUNTERS PARK

6312 TWILIGHT AVENUE
FIRESTONE, COLORADO 80504



Project No.: 21922-00

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OVERALL LANDSCAPE PLAN

L3.0

PLANT SCHEDULE

DECIDUOUS TREES

SYMBOL	BOTANIC NAME	COMMON NAME	SIZE
AC PL	ACER PLATANOIDES 'EMERALD QUEEN'	MAPLE EMERALD QUEEN NORWAY	3.5" CAL.
QU RU	QUERCUS RUBRA	NORTHERN RED OAK	4" CAL.

ORNAMENTAL TREES

SYMBOL	BOTANIC NAME	COMMON NAME	SIZE
AC TA	ACER TATARICUM 'HOT WING'	MAPLE HOT WINGS TATARICUM	2" CAL.
AM LA	AMELANCHIER LAMARCKII	LAMARCK SERVICEBERRY	8' CLUMP
MA FR	MALUS 'PRAIRIE ROSE'	CRABAPPLE PRAIRIE ROSE	2" CAL.
MA RA	MALUS 'RADIANT'	CRABAPPLE RADIANT	2" CAL.
MA SP	MALUS 'SPRINGSNOW'	CRABAPPLE SPRINGSNOW	2" CAL.

EVERGREEN TREES

SYMBOL	BOTANIC NAME	COMMON NAME	SIZE
PI FL	PINUS FLEXILIS 'VANDERWOLF PYRAMID'	VANDERWOLF PINE LUMBER PYRAMID	6'-8' HT.

DECIDUOUS SHRUBS

SYMBOL	BOTANIC NAME	COMMON NAME	SIZE
CO SE	CORNUS SERICEA 'ARCTIC FOX'	DOGWOOD, ARCTIC FOX	#5 CONT.
RO DO	ROSA 'DOUBLE DELIGHT'	'DOUBLE DELIGHT' HYBRID TEA ROSE	#5 CONT.
SY VU	SYRINGA VULGARIS 'CHARLES JOY'	DOUBLE RED FRENCH LILAC	#10 CONT.
IL VE	ILEX VERTICILLATA 'BERRY POPPINS'	HOLLY 'DWARF' WINTERBERRY	#5 CONT.
YU FL	YUCCA FLACCIDA 'GOLDEN SWORD'	YUCCA GOLDEN SWORD VARIGATED	#5 CONT.

EVERGREEN SHRUBS

SYMBOL	BOTANIC NAME	COMMON NAME	SIZE
PI ST	PINUS STROBUS 'BLUE SHAG'	DWARF BLUE EASTERN WHITE PINE	#6 CONT.

PERENNIALS

SYMBOL	BOTANIC NAME	COMMON NAME	SIZE
AG AC	AGASTACHE AURANTIACA 'CORONADO'	HYSSOP 'CORONADO'	#1 CONT.
AG AS	AGASTACHE AURANTIACA 'SUNSET YELLOW'	HYSSOP 'SUNSET YELLOW'	#1 CONT.
BR MA	BRUNNERA MACROPHYLLA 'JACK FRONT'	SIBERIAN BUGLOSS	#1 CONT.
CL TE	CLEMATIS TERNIFLORA	SWEET AUTUMN CLEMATIS	#1 CONT.
GA AR	GAILLARDIA 'ARIZONA SUN'	BLANKET FLOWER DWARF	#1 CONT.
HE CO	HELLEBORUS 'CONFETTI CAKE'	LENTEN ROSE 'CONFETTI CAKE'	#1 CONT.
HE AU	HEUCHERA 'AUTUMN LEAVES'	CORAL BELL 'AUTUMN LEAVES'	#1 CONT.
HO GU	HOSTA 'GUACAMOLE'	HOSTA 'GOLDEN'	#5 CONT.
HO SI	HOSTA SIEBOLDIANA 'ELEGANS'	HOSTA 'BLUE GIANT'	#5 CONT.
HY PA	HYDRANGEA PANICULATA 'LIMELIGHT'	HYDRANGEA 'LIMELIGHT'	#5 CONT.
IR GE	IRIS X GERMANICA 'SUGAR BLUES'	IRIS BLUE REPEAT BEARDED	#1 CONT.
LI LE	LINUM LEWISII	FLAX WILD BLUE	#1 CONT.
PE EA	PENSTEMON EATONII	PENSTEMON 'FIRECRACKER'	#1 CONT.
SA SY	SALVIA X SYLVESTRIS 'MAY NIGHT'	MAY NIGHT SALVIA	#1 CONT.

ORNAMENTAL GRASSES

SYMBOL	BOTANIC NAME	COMMON NAME	SIZE
CA MO	CAREX MORROWII 'ICE DANCE'	SEDGE VARIEGATED JAPANESE	#1 CONT.
FE GL	FESTUCA GLAUCA 'BOULDER BLUE'	BOULDER BLUE FESCUE	#1 CONT.
MU CA	MUHLBERGIA CAPILLARIS REGAL MIST	REGAL MIST MUHLY	#1 CONT.
NA TE	NASSELLA TENUISSIMA	MEXICAN FEATHER	#1 CONT.
YU FI	YUCCA FILAMENTOSA 'GOLDEN SWORD'	YUCCA "GOLDEN SWORD"	#5 CONT.

SIZE & PLANT SPACING	
HEIGHT	PLANT SPACING
2'-4'	1 PER 5 SQFT

GROUND COVERS

SYMBOL	BOTANIC NAME	COMMON NAME	SIZE
DE FI	DELOSPERMA 'FIRE SPINNER'	ICE PLANT 'FIRE SPINNER'	F15-4.5"
OE FR	GEOMOTERA FREMONTII SHIMMER	SHIMMERING EVENING PRIMROSE	F15-4.5"
VI MI	VINCA MINOR "TRADITIONAL"	CREeping PERIWINKLE "MYRTLE"	F15-4.5"

ANNUALS

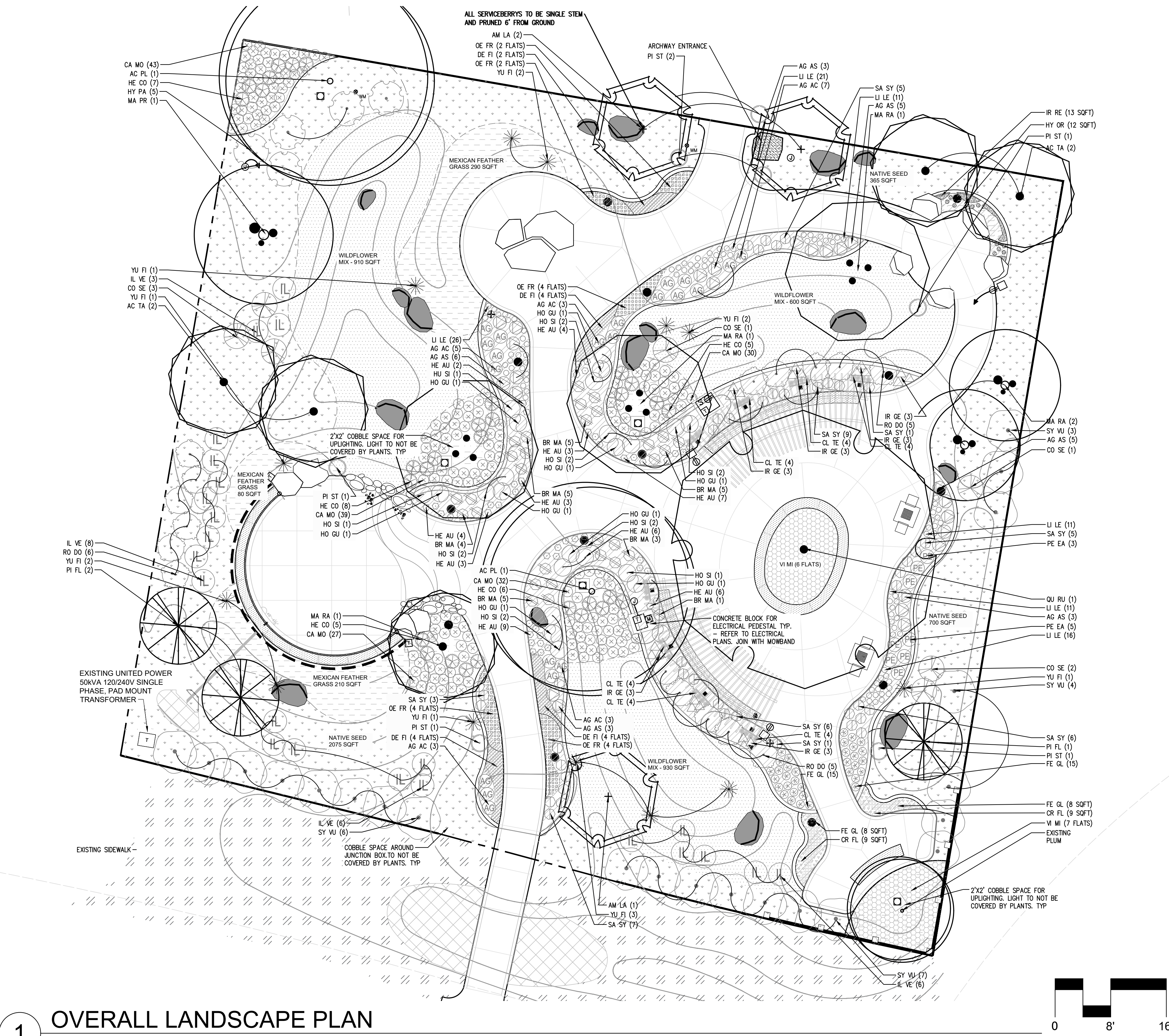
SYMBOL	BOTANIC NAME	COMMON NAME	SIZE
CR FL	CROCUS FLAVUS 'YELLOW MAMMOTH'	DUTCH CROCUS 'YELLOW MAMMOTH'	BULB
HY OR	HYACINTHUS ORIENTALIS 'SPLENDID CORNELIA'	DUTCH HYACINTHUS	BULB
IR RE	IRIS RETICULATA	RETICULATED IRIS	BULB
TU WH	TULIP 'WHITE TRIUMPHATOR'	WHITE TULIP	BULB

SIZE & PLANT SPACING	
HEIGHT	PLANT SPACING
4"-6"	12 per sqft
6"-10"	4 per sqft
4"-8"	8 per sqft
2'-4'	6 per sqft

- ALL FINISHED GRADES SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF ANY OTHER PLANT MATERIAL.
- CONTRACTOR SHALL COORDINATE IRRIGATION AND PLANTING WORK SUCH THAT INSTALLED IRRIGATION EQUIPMENT SHALL NOT CAUSE ADJUSTMENT OF PLANTING LOCATIONS CONTRARY TO THE PLANS. IF IRRIGATION EQUIPMENT IS INSTALLED IN LOCATIONS OBSTRUCTING THE INTENDED LOCATIONS OF PLANTINGS, THE IRRIGATION EQUIPMENT SHALL BE RELOCATED.
- ALL TREES SHALL BE LOCATED A MINIMUM OF 10' OFF THE FLOWLINE OF THE CURB ON ALL PUBLIC STREETS, AND A MINIMUM OF 10' OFF ANY UTILITY.
- ALL EXISTING LANDSCAPE, IRRIGATION EQUIPMENT, CONCRETE OR FENCING, ON OR OFF SITE DISTURBED BY CONSTRUCTION OPERATIONS SHALL BE REPAIRED AND RESTORED BY THE CONTRACTOR TO DPS STANDARDS OR ORIGINAL CONDITION.
- CONTRACTOR SHALL HAND DIG ALL PLANTING PITS ADJACENT TO UTILITIES. IF UTILITIES ARE DAMAGED REPAIRS SHALL BE MADE AT THE CONTRACTOR'S EXPENSE.
- IF CONDITIONS DO NOT ALLOW STRICT CONFORMANCE TO THE NOTES, DETAILS AND SPECIFICATIONS, THE CONTRACTOR SHALL REQUEST APPROVAL FROM THE LANDSCAPE ARCHITECT BEFORE PERFORMING WORK IN AN ALTERNATIVE MANNER.
- SEED MIX FOOTHILLS & WILDFLOWER REFER TO SPECIFICATIONS SECTION 32-92-19 FOR DESCRIPTION OF MIXES AND WORK

PLANTING NOTES

- ALL NEW LANDSCAPE AREAS ARE TO BE WATERED WITH AN AUTOMATIC WATER CONSERVING IRRIGATION SYSTEM.
- INSTALL 4" DEPTH MULCH PER SPECIFICATIONS. PLACE AROUND ALL NEW AND EXISTING TREES IN NATIVE SEED AREAS IN THE FORM OF A CIRCLE PER SPECS. SAMPLE OF WOOD MULCH TO BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- SEE PLANT SCHEDULE FOR ALL ANNUAL QUANTITIES. PLANT QUANTITIES SHOULD BE PLANTED PER SQFT.
- ANY PLANT SUBSTITUTIONS ARE TO BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- FOR ALL WILDFLOWER SEED AREAS, ADD SEED MIX AFTER 3 YEARS FOR FLOWERING CONSISTENCY. SEE SPECS. FOR SEED MIX
- SOIL PREPARATION SEED AREAS AND PLANTING BEDS SHALL CONSIST OF COMPOSTED AMENDMENT PER SPECIFICATIONS.
- IF THERE IS A DISCREPANCY BETWEEN PLANT QUANTITIES ON PLANT LABELS AND PLAN SYMBOLS, PLAN TAKES PRECEDENCE. CONTRACTOR SHALL BE RESPONSIBLE FOR HIS/HER OWN CONSTRUCTION QUANTITY ESTIMATES.
- ALL EXISTING TREES ARE TO REMAIN AND TO BE PROTECTED UNLESS OTHERWISE NOTED.

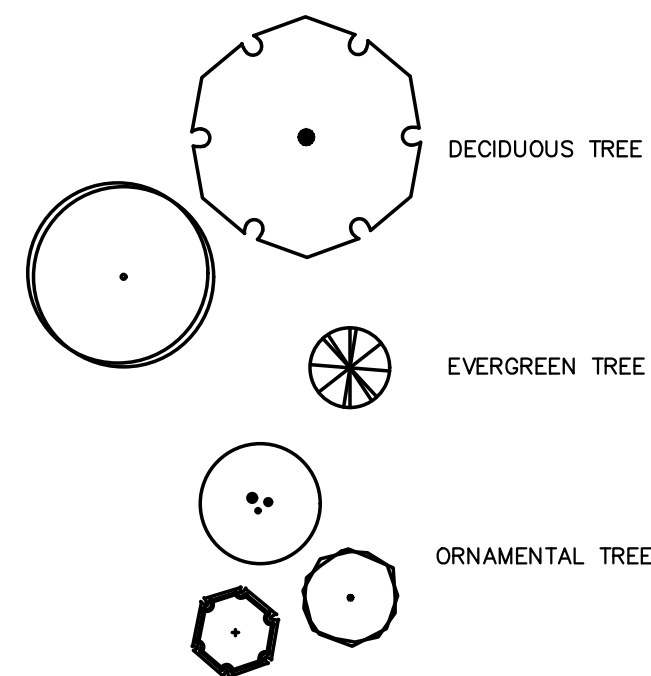


OVERALL LANDSCAPE PLAN

Scale: 1"= 8'-0"

LEGEND

	CEDAR MULCH		FIRE SPINNER GROUNDCOVER		LANDSCAPE BOULDERS
	RIVER ROCK MULCH 2"-4"		PRIMROSE GROUNDCOVER		SEAT BOULDERS
	NATIVE HIGH MOUNTAIN SEED		DUTCH CROCUS (12 bulbs per sqft)		TRASH RECEPTACLE
	NATIVE WILDFLOWER SEED MIX		DUTCH HYACINTHUS (4 bulbs per sqft)		LOG LIGHTS
	MEXICAN FEATHER GRASS		RETICULATED IRIS (8 bulbs per sqft)		NATURAL EDGE
	STONE BENCH CAPS		WHITE TULIP (6 bulbs per sqft)		POUR IN PLACE CONCRETE EDGING
	CONCRETE		WOOD FENCE		



MINOR SUBDIVISION PLAT
OAK MEADOWS P.U.D. FILING 2, REPLAT NO. 1

A REPLAT OF LOT 11 AND LOT 12, BLOCK 14,
OAK MEADOWS P.U.D. FILING 2
TOWN OF FIRESTONE
COUNTY OF WELD
STATE OF COLORADO
SHEET 1 OF 1



LEGEND	
AC	ACRES
ALUM	ALUMINUM
ASPH	ASPHALT
COR	CORNER
MKD	MARKED
±	MORE OR LESS
REC	RECEPTION NO.
SF	SQUARE FEET
WC	WITNESS CORNER
FEATURES	
—X—X—	FENCE
MONUMENTS	
—SET	SET 24" LONG #5 REBAR W/ 2" ALUM. CAP MKD. "CIVILARTS PLS 30110" FLUSH WITH GROUND LEVEL.
—FND	FOUND #5 REBAR W/ 2" ALUM. CAP MKD. "CIVILARTS PLS 24305" FLUSH W/ GROUND LEVEL.
—FNDWC	FOUND #5 REBAR W/ 2" ALUM. CAP MKD. "WC CIVILARTS PLS 24305" FLUSH WITH GROUND LEVEL.
—NBD	FOUND NAIL & 0.75" BRASS DISC MKD. "PLS 37908" FLUSH WITH CONCRETE SURFACE.

OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED TOWN OF FIRESTONE, COLORADO, AND ERIN MARTINEZ, BEING THE OWNERS OF THE LAND SHOWN IN THIS FINAL PLAT AND DESCRIBED AS FOLLOWS:

LOT 11 AND LOT 12, BLOCK 14, OAK MEADOWS P.U.D. FILING 2, A SUBDIVISION OF THE TOWN OF FIRESTONE LOCATED IN THE SW1/4 OF SECTION 6, T2N, R67W OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, RECORDED SEPTEMBER 7, 2001, AS RECEPTION NO. 2881892 OF THE RECORDS OF WELD COUNTY, COLORADO.

AREA = 12,621 SQUARE FEET, MORE OR LESS.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF OAK MEADOWS P.U.D. FILING 2, REPLAT NO. 1, A SUBDIVISION OF A PART OF THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE TOWN OF FIRESTONE THE STREETS AND AVENUES AS SHOWN ON THE ACCOMPANYING PLAT FOR THE PUBLIC USE THEREOF FOREVER AND DOES FURTHER DEDICATE TO THE USE OF THE TOWN OF FIRESTONE AND ALL SERVING PUBLIC UTILITIES (AND OTHER APPROPRIATE ENTITIES) THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AS SHOWN.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT ALL EXPENSES AND COSTS INVOLVED IN CONSTRUCTING AND INSTALLING SANITARY SEWER SYSTEM WORKS AND LINES, WATER SYSTEM WORKS AND LINES, GAS SERVICE LINES, ELECTRICAL SERVICE WORKS AND LINES, LANDSCAPING, CURBS, GUTTERS, STREET PAVEMENT, SIDEWALKS, AND OTHER SUCH UTILITIES AND SERVICES SHALL BE GUARANTEED AND PAID FOR BY THE SUBDIVIDER OR ARRANGEMENTS MADE BY THE SUBDIVIDER THEREOF WHICH ARE APPROVED BY THE TOWN OF FIRESTONE, COLORADO, AND SUCH SUMS SHALL NOT BE PAID BY THE TOWN OF FIRESTONE, AND THAT ANY ITEM SO CONSTRUCTED OR INSTALLED WHEN ACCEPTED BY THE TOWN OF FIRESTONE SHALL BECOME THE SOLE PROPERTY OF SAID TOWN OF FIRESTONE, COLORADO, EXCEPT PRIVATE ROADWAY CURBS, GUTTER AND PAVEMENT AND ITEMS OWNED BY MUNICIPALITY FRANCHISED UTILITIES, OTHER SERVING PUBLIC ENTITIES AND/OR CENTURYLINK, WHICH WHEN CONSTRUCTED OR INSTALLED SHALL REMAIN AND/OR BECOME THE PROPERTY OF SUCH MUNICIPALITY FRANCHISED UTILITIES, OTHER SERVING PUBLIC ENTITIES, AND/OR CENTURYLINK, AND SHALL NOT BECOME THE PROPERTY OF THE TOWN OF FIRESTONE, COLORADO.

TOWN OF FIRESTONE

BY: _____ ATTEST: TOWN CLERK
MAYOR

BY: _____
ERIN MARTINEZ

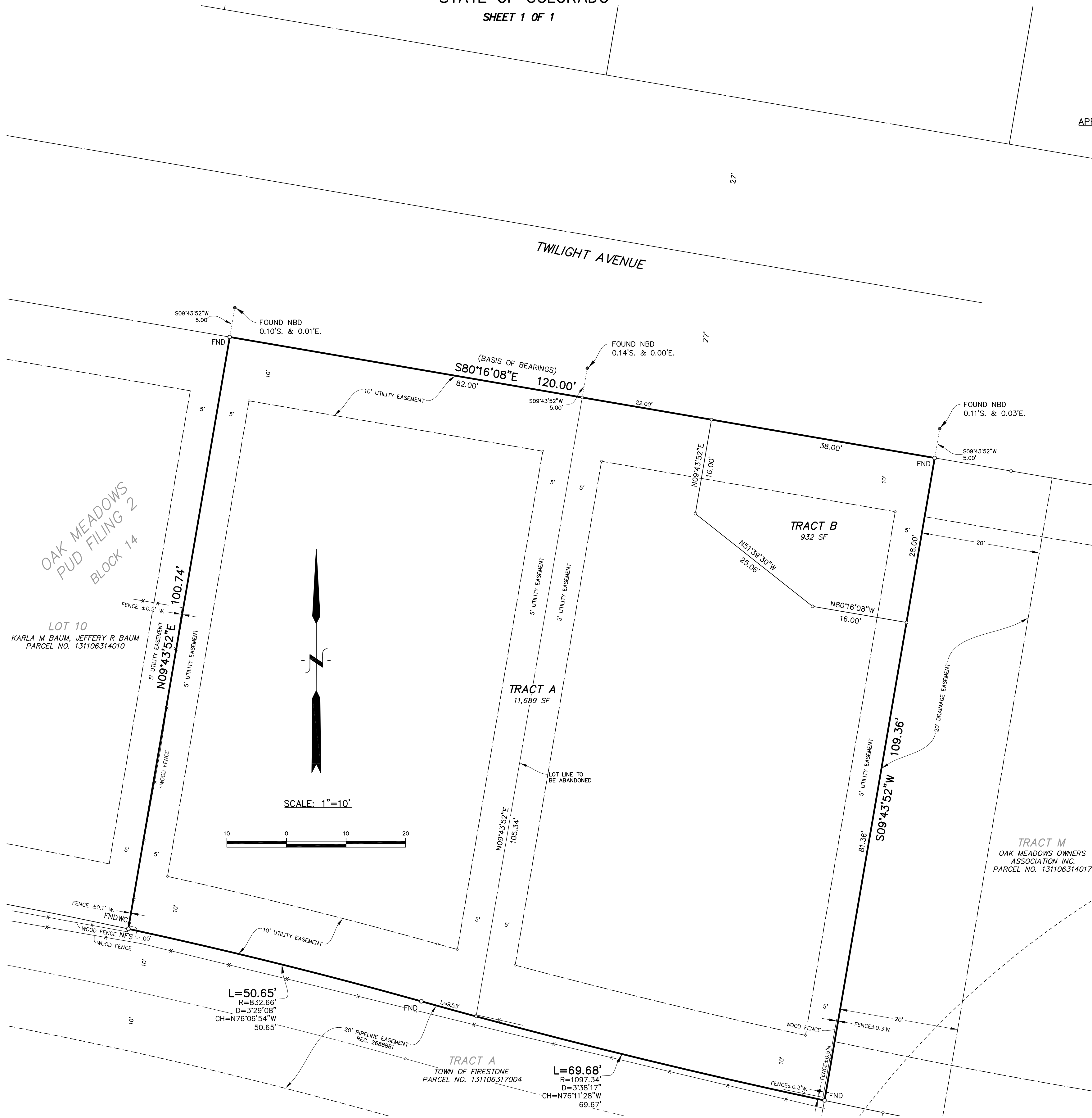
ACKNOWLEDGEMENT

STATE OF COLORADO } SS
COUNTY OF _____
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ A.D. 20____ BY _____ ERIN MARTINEZ

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC



APPLICANT/DEVELOPER/OWNER	TECHNICAL CONSULTANTS	ENGINEER
TOWN OF FIRESTONE 151 GRANT AVENUE, P.O. BOX 100 FIRESTONE, CO 80520-0100 ATTN: DAVE LINDSAY, PE	CIVILARTS 1500 KANSAS AVE., SUITE 2-E LONGMONT, CO 80501 (303) 682-1131 ATTN: FRANK N. DREXEL, PLS fdrexel@civilarts.us	COLORADO CIVIL GROUP 5110 GRANITE AVE., UNIT D LOVELAND, CO 80538 (970) 278-0029 ATTN: DAVE LINDSAY, PE

NOTES

- BEARINGS SHOWN ON THIS MAP ARE BASED ON THE ASSUMPTION THAT THE NORTH LINE OF LOTS 11 & 12, BLOCK 14, OAK MEADOWS PUD FILING 2 LOCATED IN THE SW1/4 OF SECTION 6, T2N, R67W OF THE 6TH P.M., BEARS S80°16'08"E AS MONUMENTED AND SHOWN HEREON.
- SET 24" LONG #5 REBAR WITH 2 INCH ALUMINUM CAP MARKED "CIVILARTS PLS 30110" FLUSH W/ GROUND LEVEL WHERE NOTED "SET". FOUND #5 REBAR WITH 2 INCH ALUMINUM CAP MARKED "CIVILARTS PLS 24305" FLUSH W/ GROUND LEVEL WHERE NOTED "FND". DID NOT FIND OR SET A MONUMENT WHERE NOTED "NFS".
- RECORDED EASEMENTS AND RIGHTS-OF-WAY, IF ANY, ARE SHOWN ON THIS PLAT AS SHOWN ON THE RECORDED PLAT OF OAK MEADOWS PUD FILING 2 AND OAK MEADOWS PUD, AND AS DISCLOSED IN LAND TITLE GUARANTEE COMPANY TITLE COMMITMENT, ORDER NUMBER FC25169899-2 DATED MARCH 6, 2020 AND IN LAND TITLE GUARANTEE COMPANY TITLE COMMITMENT, ORDER NUMBER FC25169900-2 DATED MARCH 6, 2020. NO ADDITIONAL RESEARCH WAS COMPLETED.
- LINEAR UNITS SHOWN ON THIS MAP ARE U.S. SURVEY FEET.

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE FINAL PLAT OF "OAK MEADOWS P.U.D. FILING 2, REPLAT NO. 1" WAS APPROVED ON THIS _____ DAY OF _____ BY RESOLUTION NO. _____ AND THAT THE MAYOR OF THE TOWN OF FIRESTONE ON BEHALF OF THE TOWN OF FIRESTONE, HEREBY ACKNOWLEDGES SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

MAYOR _____ ATTEST: TOWN CLERK _____

CERTIFICATION DEFINED

THE USE OF THE WORDS "CERTIFY" AND/OR "CERTIFICATION" BY A REGISTERED PROFESSIONAL LAND SURVEYOR CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS AND FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION; WAS PERFORMED BY OR UNDER THE REGISTERED PROFESSIONAL LAND SURVEYOR IN RESPONSIBLE CHARGE; IS BASED ON THE PROFESSIONAL LAND SURVEYOR'S KNOWLEDGE, INFORMATION, AND BELIEF; IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE; AND DOES NOT CONSTITUTE A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. (RULE 6.2.2 OF THE BYLAWS AND RULES OF THE STATE BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS)

NOTICE

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

SURVEYOR'S CERTIFICATE

I, ROY MOESSER, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

ROY MOESSER
COLORADO REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 30110

DATE: _____

OAK MEADOWS P.U.D.
FILING 2, REPLAT NO. 1

MINOR SUBDIVISION PLAT

NAME OF SUBMITTAL:	OAK MEADOWS P.U.D.
TYPE OF SUBMITTAL:	MINOR SUBDIVISION
FILING NUMBER:	FILING 2, REPLAT NO. 1
PHASE NUMBER:	
SHEET TITLE:	
PREPARATION DATE:	MARCH 13, 2020
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	

SHEET 1 OF 1



ENGINEERING
PLANNING
SURVEYING
1500 Kansas Ave., Suite 2-E
Longmont, CO 80501
P 303.682.1131
F 303.682.1149

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 12.b

Discussion/Action

Meeting Date: April 22, 2020

Initiated By: Raelynn Ferrera

Department: Special Projects & Facilities Division
Manager

AGENDA ITEM

Resolution 20-45: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND AMERICAN CIVIL CONSTRUCTORS, LLC, D/B/A/ ACC MOUNTAIN WEST FOR CONSTRUCTION OF TWO HUNTERS PARK

RECOMMENDATION

Staff recommends the approval of the Construction Agreement with American Civil Constructors, and authorizing Town staff to execute the agreement and expend budgeted funds.

SUMMARY

A request for bids for qualified and experienced Contractors to provide construction services for the construction of Two Hunters Park project were sent out December 26, 2019.

Sealed Bids were received January 21, 2020. 4 bids were received and reviewed by Erin Martinez and Town staff. American Civil Constructors, LLC DBA ACC Mountain West (American Civil Constructors) was selected contractor. American Civil Constructors has a robust portfolio of comprehensive park construction projects, with expertise in planting, irrigating, earthwork, drainage, concrete structures, lighting, and site furnishings.

The unique nature of the project makes for an atypical project team that will consist of Erin Martinez (Two Hunters Park, LLC) , the owner, American Civil Constructors, the contractor Town Staff, the project manager, and Design Concepts, the landscape architect. In addition to Town staff managing the project, staff will also participate in the early part of site preparation including demolition of miscellaneous structures, clear and grub, and coordination of capping existing utilities.

FINANCIAL CONSIDERATIONS

Two Hunters Park, LLC will contribute sufficient funds to the Town for the purpose of developing the Park and completing installation of related public improvements as set forth in the Design Plans

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. Two Hunters Park Construction Project Res
2. 3-30-2020 Construction Contract - Two Hunters Park (P2020-9321)
3. Site Plan

RESOLUTION NO. 20-45

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF
FIRESTONE AND AMERICAN CIVIL CONSTRUCTORS, LLC, D/B/A/ ACC
MOUNTAIN WEST FOR CONSTRUCTION OF TWO HUNTERS PARK**

WHEREAS, on December 26, 2019, the Town of Firestone ("Town") sent out a request for bids for qualified and experienced contractors to provide construction services for the Two Hunters Park Project ("Project"); and

WHEREAS, the Town received four submittals which were reviewed by Town staff and Erin Martinez, who donated property for the Project; and

WHEREAS, American Civil Constructors, LLC, d/b/a/ ACC Mountain West as the most qualified and responsive bidder was awarded the Project's contract, subject to approval by the Board of Trustees.

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

The Agreement between the Town of Firestone and American Civil Constructors, LLC, D/B/A ACC Mountain West, for construction of the Two Hunters Park Project, is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this ___ day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract" or "Agreement") is made and entered into this ____ day of April, 2020 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 151 Grant Avenue, P.O. Box 100, Firestone, Colorado 80520 (the "Town" or the "Owner"), and **AMERICAN CIVIL CONSTRUCTORS, LLC DBA ACC MOUNTAIN WEST** an independent contractor with a principal place of business at 4901 S. Windermere, Littleton, Colorado 802120 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

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

A. Contractor shall complete all Work and perform all Services which are described or reasonably implied from the Scope of Work set forth in Exhibit A and the Contract Documents, attached hereto and incorporated herein by this reference and known as: **Two Hunters Park (P2020-9321) Project**.

B. A change in the Scope of Work shall not be effective unless authorized as a written amendment to this Agreement or change order in accordance with the Contract Documents. If 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.

C. Within 10 days of the Effective Contract Date, Contractor shall provide the performance bond and labor & material payment bond and certificate of insurance required by the contract Documents.

II. DESIGN PROFESSIONAL

This Project has been designed by: Design Concepts

who is hereinafter called DESIGN PROFESSIONAL and who is to act as FIRESTONE's representative, assume all duties and responsibilities and have the rights and authority assigned to DESIGN PROFESSIONAL in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

III. CONTRACT TIMES; COMMENCEMENT AND COMPLETION OF WORK

A. The Work shall be substantially completed within **120** days of the Effective Date of this contract, 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.

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

IV. COMPENSATION

In consideration for the completion of the Work by Contractor, the Town shall pay Contractor, subject to all of the terms and conditions of the Contract Documents, an amount not to exceed **\$621, 932.00** (the "Contract Price"). The Contract Price 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.

V. PAYMENT PROCEDURES

Contractor may submit Applications for Payment for completed work per the UNIT-PRICE BID FORM or the LUMP-SUM BID FORM. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

VI. RESPONSIBILITY

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

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

C. The Work performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the Keep Jobs in Colorado Act, C.R.S. 8-17-101, et seq. (the "Act") and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules").

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

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

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

VII. OWNERSHIP

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

VIII. INDEPENDENT CONTRACTOR

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

IX. INSURANCE

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

1. Worker's Compensation insurance as required by law.

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

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

X. INDEMNIFICATION

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

XI. ILLEGAL ALIENS

A. Certification. By entering into this Construction Contract, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Construction Contract and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Construction Contract.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Construction Contract, or enter into a contract with a subcontractor that fails to certify to Contractor

that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Construction Contract.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Construction Contract through participation in either the E-Verify Program or the Department Program.
2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Construction Contract is being performed.
3. If Contractor obtains actual knowledge that a subcontractor performing work under this Construction Contract knowingly employs or contracts with an illegal alien who is performing work under this Construction Contract, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Construction Contract; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Construction Contract; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Construction Contract.

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

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

XII. CONTRACT DOCUMENTS

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

- A. "Drawings" consisting of :

XIII. MISCELLANEOUS

- A. Governing Law and Venue. This Construction Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.
- B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Construction Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Construction Contract.
- C. Integration. This Construction Contract and any attached exhibits constitutes the entire agreement between the Parties, superseding all prior oral or written communications.
- D. Third Parties. There are no intended third-party beneficiaries to this Construction Contract.
- E. Notice. Any notice under this Construction Contract shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.
- F. Severability. If any provision of this Construction Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- G. Modification. This Construction Contract may only be modified upon written agreement of the Parties.
- H. Assignment. Neither this Construction Contract nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.
- I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.
- J. Rights and Remedies. The rights and remedies of the Town under this Construction Contract are in addition to any other rights and remedies provided by law. The expiration of this Construction Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.
- K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

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

TOWN OF FIRESTONE, COLORADO

Mayor, Bobbi Sindelar

ATTEST:

Jessica Koenig, Town Clerk

**AMERICAN CIVIL CONSTRUCTORS, LLC
DBA ACC MOUNTAIN WEST**

By: Randy Maher

STATE OF COLORADO)

) ss.

COUNTY OF Arapahoe)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 19th day of March, 2020, by Randy Maher as President of American Civil Constructors LLC

My commission expires: 10/19/2020

(SEAL)

Lucinda Harshman

Notary Public

LUCINDA HARSHMAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19964017395
MY COMMISSION EXPIRES OCTOBER 19, 2020

NO EMPLOYEE AFFIDAVIT

To be completed only if Contractor has no employees

1. Check and complete one:

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

OR

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

2. Check one.

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

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

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

OR

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

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

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

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

I, Randy Maher, as a public contractor under contract with the Town of Firestone (the "Town"), hereby affirm that:

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

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

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

Randy Maher

Signature

3-19-20

Date

STATE OF COLORADO)

) ss.

COUNTY OF Wapahoe)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 19th day of March, 2020, by Randy C Maher as President of American Civil Constructors LLC

My commission expires: 10/19/2020

(S E A L)

Lucinda Harshman

Notary Public

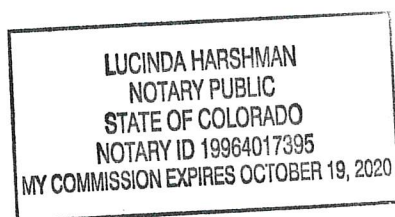


EXHIBIT A SCOPE OF WORK

Contractor's Duties and Deliverables: During the term of this Construction Contract, Contractor shall perform the following duties, as directed by the Town: Construction of a unique neighborhood park, Two Hunters Park. The contractor will work closely with the Town Project Team and the landscape architect during construction of the park. Work Shall Include:

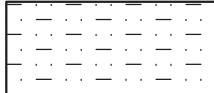
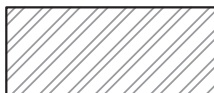
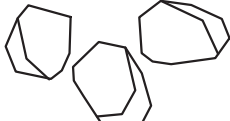
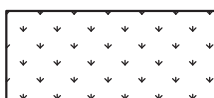
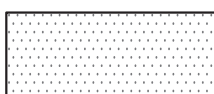
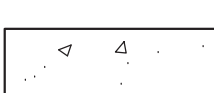
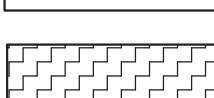
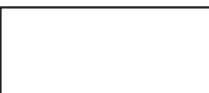
GENERAL CONDITIONS & SITE WORK
Bonding
Mobilization (Includes Supervision, Project Mgt, Insurance, Trucks, Cell Phones & Mobe)
Construction Surveying
Traffic Control
Cut, Fill and Compact Onsite Material (Includes Excavation/Backfill for Walls, Footers, Entry Monuments, Boulders)
Import Common Fill - Assumed No Import Required
Scarify and Recompect at Walks and Pavements
Export of Undesirable or Unused soil
Finish Grading to +/- 0.1 of subgrade
Salvage Existing Fence at Southeast Corner of Site
Temporary Construction Fencing - 6' Chain Link (If we can use Orange Plastic Fence then deduct \$3,100)
EROSION CONTROL
Silt Fence
Concrete Washout
Inlet Protection
Vehicle Tracking Control
Sedimentation Pond
PAVEMENTS
Concrete - 4" (Currently using Colorado Hardscapes)
Sandblasted Band at Walks
Specialty Concrete Pour (Blue glass aggregate)
Specialty Concrete Pour (Seashell aggregate)
Concrete Abutments at Bridge REMOVED FROM DESIGN
Replace Bridge with Culvert - 2 EA 18" RCP w/ FES, pave with 4" Concrete Sidewalk
UTILITY - STORM DRAINAGE SYSTEM
Storm Line - 4" PVC PERF
Storm Line - 4" Solid PVC
Concrete Endwall
Cleanout - Underdrain
Cobble at Bridge
UTILITY - DOMESTIC WATER
Water Piping
Backflow Preventer and Enclosure
Quick Coupler
ELECTRICAL
New Power Pedestal P1 - Pending Design Changes
New Service Entrance Feeder

Time Clock
Contactors
Grounding / Bonding
Irrigation Power
Log Stumps and Foundations (Included in Alt. 2)
Log Stumps Circuiting
Tree Uplights (Now ADD Alt. #3)
Tree Uplights Circuiting - Pending Design Changes
Seatwall Lighting
Seatwall Circuiting
Monument Sign Circuiting
SITE CONSTRUCTION
Concrete seatwalls w/ stone caps and Formliner @ Family area
Concrete seatwall w/ stone caps and sandblasted @ Family area
Concrete seatwall w/ stone cap and sandblasted @ Mark & Erin Area
Boulder end caps at seatwall above
Concrete seatwall w/ stone cap and sandblasted @ dog area
Concrete Mowband
Wood fence
Seat Boulder
Landscape Boulder
Central Boulders in Joey's Area
Sandblasting Work and Painting (Removed Fiber Optic Lighting)
SITE STRUCTURES AND FURNISHINGS
Entry Monument Features (Remove Timber from the large stone and use only one stone that is 6'6" tall)
Game Tables (Table w/ sandblasted chess board and boulder seats)
Trash Receptacle
LANDSCAPE AND IRRIGATION
Tree - Deciduous 4" cal.
Trees - Evergreen
Trees - Ornamental 2" cal.
Shrubs/Perennials - #5 Cont
Grasses - #5 Cont
Grasses - #1 Cont
Perennials - #1 Cont
Ground Cover flats
Annual bulbs Flats
Wildflower and Native Seed mix
Soil Prep

Shredded Cedar Mulch for Planting Beds
Landscape River Rock - round
Stacked Cobble
Tree Fertilizer Injections
Irrigation - Native Seed
Irrigation - Planting Beds
Irrigation Controller
Mainline and Wires
ADD Alternate #2:
Material, Labor, Footers - cutting and fabricating pheasant sculptures 3D
Material, Labor, Footers - cutting and fabricating pheasant sculptures 2D
Material, Labor, Footers - cutting and welding trout cutouts
Material, Labor, Footers, Engineering - fabricating, powder coating, and installing pergolas (Includes Trellises)
Material, Labor, Footers - fabricating steel log lamps
Material, Labor - fabricating/cutting entry signage
Material, Labor, Footers - fabricating elk Antlers
Tree Uplights - Pending design changes

1. GENERAL LAYOUT DIMENSIONS AND COORDINATES PROVIDED.
2. AUTOCAD DESIGN FILES WILL BE PROVIDED ON REQUEST FOR CONSTRUCTION SURVEYING



	CEDAR MULCH		LANDSCAPE BOULDERS
	RIVER ROCK MULCH 2"–4"		SEAT BOULDERS
	NATIVE HIGH MOUNTAIN SEED		TRASH RECEPTACLE
	NATIVE WILDFLOWER SEED MIX		LOG LIGHTS
	STONE BENCH CAPS		NATURAL EDGE EXTENTS
	CONCRETE		CONCRETE EDGING
	MEXICAN FEATHER GRASS		WOOD FENCE
	LIGHT BLUE GLASS AGGREGATE		DARK BLUE GLASS AGGREGATE
	COBBLE MULCH 6"–8"		

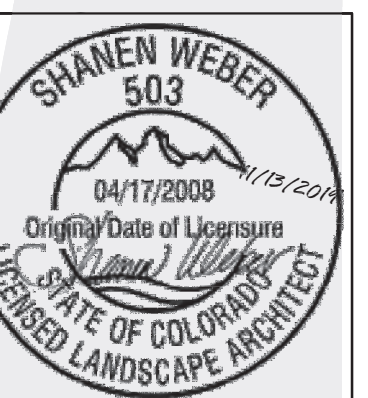
1. THE OVERALL SITE PLAN IS TO BE USED IN CONJUNCTION WITH IRRIGATION, GRADING, STRUCTURAL, AND ELECTRICAL CONSTRUCTION DOCUMENTS AND SPECIFICATIONS TO COMPLETE THE SITE INFORMATION.
2. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATIONS OF UTILITIES ADJACENT TO WORK AREA, AVOIDING DAMAGE TO ALL UTILITIES DURING THE COURSE OF WORK. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD, RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. THAT OCCUR AS A RESULT OF CONSTRUCTION.
3. CONTRACTOR SHALL EXAMINE THE SITE CONDITIONS AND NOTIFY THE OWNER IN WRITING OF UNSATISFACTORY CONDITIONS. DO NOT PROCEED UNTIL CONDITIONS HAVE BEEN CORRECTED.
4. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL SUBMITTALS AND CUT SHEETS TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO THE COMMENCEMENT OF WORK. SEE SPECIFICATION FOR DETAILED SUBMITTAL INFORMATION.
5. CONTRACTOR SHALL FIELD VERIFY AND EXAMINE ALL EXISTING CONDITIONS PRIOR TO BIDDING OR PERFORMING ANY CONSTRUCTION OPERATION.
6. REPORT ANY DISCREPANCIES IMMEDIATELY TO THE OWNER.
7. ALL SITE IMPROVEMENTS (PERGOLAS, SEATWALLS, DOG BOWL, TRASH RECEPTACLES, ETC.) MUST BE FIELD SURVEYED AND STAKED BY CONTRACTOR. LANDSCAPE ARCHITECT AND OWNER'S REP SHALL APPROVE STAKED LOCATION OF IMPROVEMENTS PRIOR TO INSTALLATION.
8. LANDSCAPE ARCHITECT AND OWNER'S REP SHALL APPROVE FINAL STAKING BY CONTRACTOR OF ALL CONCRETE FLATWORK AND CONCRETE WALLS PRIOR TO CONSTRUCTION AND ALL FORM WORK PRIOR TO POURING CURB WALLS.
9. ADDITIONAL LAYOUT INFORMATION WILL BE PROVIDED TO THE CONTRACTOR PRIOR TO CONSTRUCTION, AS NECESSARY. LANDSCAPE ARCHITECT WILL PROVIDE DIGITAL FILES OF THE SITE PLAN IN AUTOCAD. ALLOW 72 HOURS AFTER REQUEST FOR DELIVERY OF FILES.
10. SANDBLASTING GRAPHICS ARE AVAILABLE FROM LANDSCAPE ARCHITECT, ART WORK PROVIDED DIGITALLY IN .DWG FORMAT UPON REQUEST. ANY FILE FORMAT CONVERSION AND TEMPLATE PRINTING WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.

*RETURN ALL STENCILS FOR SANDBLASTED ARTWORK, SYMBOLOLOGY AND LINEWORK TO THE TOWN OF FIRESTONE UPON COMPLETION OF PROJECT CONSTRUCTION.

1. #1 - ALL FIBER OPTIC LIGHTS
2. #2 - ALL METAL WORK. (SCULPTURES, TRELLIS, PERGOLA)



FIRESTONE, COLORADO 80504



Project No.: 21922.00

Issued For: **Date:**
CONSTRUCTION SET 03.31.20

Drafted By: NK & MA
 Checked By: SW

All drawings and written material appearing herein constitute original and unpublished work of Design Concepts and may not be duplicated, used or disclosed.

OVERALL SITE PLAN

L1.0

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 12.c

Discussion/Action

Meeting Date: April 22, 2020

Initiated By: Julie Pasillas

Department: Public Works

AGENDA ITEM

Ordinance 972 : AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTER 13.04 OF THE FIRESTONE MUNICIPAL CODE

RECOMMENDATION

Staff recommends approval of Ordinance 972 amending Chapter 13.04 of the Firestone Municipal Code.

SUMMARY

The recent increase in contractors' theft of water from the Town's hydrants not only results in a loss of resources, but poses a significant risk to the integrity of the Town's water system and the public's health, especially when it occurs without the use of a backflow prevention assembly. It is in the public interest to make theft of water from the Town's hydrants a separate offense and impose a mandatory fine of \$2,500.00.

FINANCIAL CONSIDERATIONS

None at this time.

HISTORY AND PREVIOUS BOARD ACTION

On December 14, 2016 the Board of Trustees approved Ordinance 900; an ordinance enacting Chapter 13.05 of the Firestone Municipal Code regarding regulation of cross-connections and backflow prevention.

ATTACHMENTS

1. Ord 972 Amending Chapter 13.04 of the Firestone Municipal Code

ORDINANCE NO. 972

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTER 13.04 OF THE FIRESTONE MUNICIPAL CODE

WHEREAS, the Town of Firestone (“Town”) does not have a Commissioner of Water;
and

WHEREAS the duties set forth for the Commissioner of Water currently fall within the
purview of the Public Works Director; and

WHEREAS, the Town desires to amend Chapter 13.04 to reflect its current operations; and

WHEREAS, the recent increase in Contractors theft of water from the Towns hydrants not
only results in a loss of resources, but poses a significant risk to the integrity of the Town’s water
system and the public’s health, safety and welfare when such theft occurs absent use of a backflow
prevention assembly; and

WHEREAS in light of the potential danger the Town desires to make theft of water from
the Towns hydrants a separate offense and impose a mandatory fine.

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

Section 1. Chapter 13.04 Water Department of the Firestone Municipal Code is re-
titled Water Facilities.

Section 2. Section 13.04.020, Board may appoint commissioner of water, of the
Firestone Municipal Code is repealed in its entirety.

Section 3. Section 13.04.030, Inspection of mains and repairs-Notice required is
amended to read as follows:

All work done in the laying of service pipes and making connections with the mains or
repairs thereto, shall be left open for inspection by the Town and notice shall be given at the time
such work is completed and a reasonable given for inspection.

Section 4. Section 13.04.040, Commissioner of water to inspect – record to be
maintained, of the Firestone Municipal Code is repealed in its entirety.

Section 5. Section 13.040.050, Right of inspection, of the Firestone Municipal Code
is amended to read as follows:

The Town, shall have the right at all reasonable hours, to have full and free access to all
parts of premises and buildings where water is delivered or consumed, to examine the
water pipes and fixtures, to examine whether there is any unnecessary waste of water, and
as to the use made of the water, and upon demand, the owner, lessee, or occupant shall be

required to fix all leaky pipes or faucets on the property to the satisfaction of the public works director.

Section 6. Section 13.040.060, Separate connection required, of the Firestone Municipal Code is amended to read as follows:

Each water user in the town shall have a separate connection from the water main of the town water system. It is unlawful for any person to supply water to the occupant of any property which is not connected with the water system.

Section 7. Section 13.040.080, Interruption of services – No damages, of the Firestone Municipal Code is amended to read as follows:

The Town shall have the right at any time without notice to shut off the water in the Town mains, or any of them, for the purpose of making repairs, connections, extensions or for other useful or necessary purposes, including the right to shut off water for a breach or violation of any provision of this part. No water user or property owner shall be entitled to any damages or to have any portion of payment refunded for any interruption of water supply however the same may be occasioned. Neither the Town, nor any of its officers, employees or agents shall be liable to any person or entity, including but not limited to, any consumer of water or any beneficiary of water, for any interruption of water supply.

Section 8. Section 13.040.115, Unauthorized hydrant connection, of the Firestone Municipal Code is enacted to read as follows:

It shall be unlawful for any person absent the prior authorization of the public works director or the directors designee and in compliance with all conditions thereto to connect to any Town hydrant.

Any person violating this provision shall be subject to a mandatory minimum fine of \$2,500 per offense.

Section 9. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declare it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 10. Violations of this ordinance shall in addition to the fine imposed herein be punishable in accordance with Section 1.16.010 of the Municipal Code of the Town of Firestone, Colorado.

Section 11. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN
FULL this 22th day of April, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

APPROVED AS TO FORM:

Jessica Koenig, Town Clerk

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 12.d

Discussion/Action

Meeting Date: April 22, 2020

Initiated By: A.J. Krieger

Department: Public Works

AGENDA ITEM

Ordinance 973: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTER 13.05, CROSS CONNECTIONS, OF THE FIRESTONE MUNICIPAL CODE

RECOMMENDATION

Staff recommends approval of Ordinance 973 amending Chapter 13.05, Cross Connections of the Firestone Municipal Code.

SUMMARY

The recent increase in contractors' theft of water from the Town's hydrants not only results in a loss of resources, but poses a significant risk to the integrity of the Town's water system and the public's health, especially when it occurs without the use of a backflow prevention assembly. A principal requirement of this ordinance is that any connection to the Town's water system must have a backflow prevention assembly designed to prevent backflow into the Town's water supply by isolating the recipient's water system from the Town's water system. To maintain the integrity of its water system it is necessary that the Town strictly enforce Chapter 13.05 Cross Connections of the Firestone Municipal Code by imposing a fine of \$2,500.00.

FINANCIAL CONSIDERATIONS

None at this time.

HISTORY AND PREVIOUS BOARD ACTION

On December 14, 2016 the Board of Trustees approved Ordinance 900; an ordinance enacting Chapter 13.05 of the Firestone Municipal Code regarding regulation of cross-connections and backflow prevention.

ATTACHMENTS

1. Ord XXX Amending Chapter 13.05 Cross Connections of the Firestone Municipal Code

ORDINANCE NO. ____

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, AMENDING CHAPTER 13.05, CROSS
CONNECTIONS, OF THE FIRESTONE MUNICIPAL CODE**

WHEREAS, a cross connection is any point in a water distribution system where during a “backflow” (meaning an undesirable reversal of the direction of the flow of the water or mixtures of water, other liquids, gases, or substances), contaminants may come into contact with the Town of Firestones’ (“Town”) potable water; and

WHEREAS, to prevent the danger to the public health, safety and welfare resulting from backflows and to ensure compliance with federal and state laws, rules and regulations, the Town in 2016, adopted Cross Connections, Chapter 13.05 of the Firestone Municipal Code (“Code”); and

WHEREAS, a principal requirement of the ordinance is that any connection to the Town’s water system must have a backflow prevention assembly designed to prevent backflow into the Town’s water supply by isolating the recipient’s water system from the Town’s water system; and

WHEREAS, there has been an increasing number of contractors who, absent the Town’s permission and without a backflow prevention assembly, are connecting to and taking water from the Town’s hydrants; and

WHEREAS, to maintain the integrity of its water system and the health, safety and welfare of the public it is necessary that the Town strictly enforce Chapter 13.05 Cross Connections of the Firestone Municipal Code; and

WHEREAS, it is also necessary to amend Chapter 13.05 of the Code to authorize the Board of Trustees to establish applicable fees by resolution.

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

Section 1. Section 13.05.010 (A)(5) Authority is amended to read as follows:

The Public Works Department may collect fees for the administration of the requirements of this Chapter. Fees shall be established by resolution of the Board of Trustees.

Section 2. Section 13.05.040 (A) (1), Violations and penalties, of Firestone’s Municipal Code is enacted to provide:

Any person who violates Section 13.05.030 (B), new connections, of this ordinance shall be subject to a mandatory minimum fine of \$2,500 per occurrence.

Section 3. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect

the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declare it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 4. Violations of this ordinance shall be punishable as set forth in this ordinance and in accordance with Section 1.16.010 of the Municipal Code of the Town of Firestone, Colorado.

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

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this ___th day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

APPROVED AS TO FORM:

Jessica Koenig, Town Clerk

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 12.e

Discussion/Action

Meeting Date: April 22, 2020

Initiated By: Julie Pasillas

Department: Public Works

AGENDA ITEM

Resolution 20-50: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ESTABLISHING CROSS CONNECTION ADMINISTRATIVE FEES

RECOMMENDATION

Staff recommends approval of Resolution 20-50 establishing an administrative fee of \$100.00.

SUMMARY

Annually commercial, industrial, multi-family and single-family dual irrigation customers are required to have backflow prevention assemblies tested by a certified technician. Once tested, results are to be submitted to the Public Works Department. Each year 80-90% of the properties comply within the time frame given. The remaining 10-20% require additional notices, calls and site visits to eventually receive the required test results. Currently no fees are charged for the additional administrative time and materials used to receive the test results from the properties that did not comply by the original time frame. Per Ordinance 900, the Town has the ability to charge a fee to properties are not in compliance.

FINANCIAL CONSIDERATIONS

None at this time.

HISTORY AND PREVIOUS BOARD ACTION

On December 14, 2016, the Board of Trustees approved Ordinance 900; an ordinance enacting Chapter 13.05 of the Firestone Municipal Code regarding regulation of cross-connections and backflow prevention.

ATTACHMENTS

1. Res 20-50 Establishing a Cross Connection Admin Fee

RESOLUTION NO. 20-50

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, ESTABLISHING CROSS CONNECTION
ADMINISTRATIVE FEES**

WHEREAS, Section 13.05.010 (A) (5), Authority, of the Firestone Municipal Code (“Code”) authorizes the Board of Trustees to establish fees for the costs incurred by the Town’s Public Works Department in administering the Town’s cross connection ordinance; and

WHEREAS, Section 13.05.030 (F) (2) of the Code requires that the Public Works Department provide a written compliance notice to any owner whose plumbing system has been deemed to present a risk to the Town’s public water distribution system through an uncontrolled cross connection; and

WHEREAS, staff estimates that the administrative cost to investigate, verify, prepare and send each Compliance Notice is approximately \$100 per notice; and

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

An administrative fee of \$100.00 per Compliance Notice is hereby established.

INTRODUCED, READ AND ADOPTED this 22nd day of April, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 12.f

Discussion/Action

Meeting Date: April 22, 2020

Initiated By: Raelynn Ferrera

Department: Administration

AGENDA ITEM

Resolution: 20-51: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING A COLORADO DEPARTMENT OF LOCAL AFFAIRS ENERGY AND MINERAL IMPACT ASSISTANCE PROGRAM GRANT APPLICATION FOR THE TOWN HALL PROJECT

RECOMMENDATION

Staff recommends the approval of this resolution, authorizing Town staff to pursue the opportunity for funding through the 2020 grant cycle with Colorado Department of Local Affairs.

SUMMARY

The Department of Local Affairs' (DOLA) Energy and Mineral Impact Assistance Fund (EIAF) program was created to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels. Funds come from the State severance tax on energy and mineral production and from a portion of the State's share of royalties paid to the federal government for mining and drilling of minerals and mineral fuels on federally owned land.

The Town of Firestone will pursue funding from the Colorado Department of Local Affairs (DOLA) Energy and Mineral Impact Assistance Program for the 2020 grant cycle, in an amount of \$1,000,000.00.

The Town's application was submitted on February 3, 2020, and was accepted for consideration on April 2, 2020. If the Town is selected to continue on, it is anticipated that the next steps will be meetings with applicants, hearings in July, and notice of award in August. Approval of this resolution demonstrates that the Board of Trustees of the Town of Firestone believes it is in the best interest of the Town to seek grant assistance to fund the project.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. Resolution - Firestone DOLA Grant Support
2. Town Hall DOLA Grant Application - Final - 3 24 2020

RESOLUTION NO. 20-51

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING A COLORADO DEPARTMENT OF LOCAL AFFAIRS ENERGY AND MINERAL IMPACT ASSISTANCE PROGRAM GRANT APPLICATION FOR THE FIRESTONE TOWN HALL PROJECT IN AN AMOUNT OF \$1,000,000.00; AND SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Firestone, Colorado wishes to pursue funding from the Colorado Department of Local Affairs' Energy and Mineral Impact Assistance Program for the 2020 grant cycle; and

WHEREAS, Town Staff has selected the Firestone Town Hall Project for submittal to the Department of Local Affairs for consideration; and

WHEREAS, the Board of Trustees of the Town of Firestone believes it is in the best interest of the Town to submit this project for funding;

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

Section 1. Construction cost of approximately \$7,500,000.00 for the Firestone Town Hall Project;

Section 2. The Board of Trustees of the Town of Firestone authorizes staff to submit the above referenced project for consideration for Department of Local Affairs funding.

Section 3. That submitting this project for the purpose of accepting funding for the Firestone Town Hall Project is found to be in the best interest of the Town of Firestone, and necessary for the preservation of the public health and safety.

INTRODUCED, READ AND ADOPTED this ___ day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney



COLORADO
Department of Local Affairs
Division of Local Government

FY 2020 Dec. 2 EIAF Tier I/Tier II Grant Application

Status:
Filed On:
Filed By:
Reviewed On:
Reviewed By:
Reviewer Notes:

Application Overview

You are Required to Work with your Regional Field Manager prior to Completing your Application

The Department of Local Affairs' (DOLA) Energy and Mineral Impact Assistance Fund (EIAF) program was created to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels. Funds come from the state severance tax on energy and mineral production and from a portion of the state's share of royalties paid to the federal government for mining and drilling of minerals and mineral fuels on federally-owned land. The creation of the fund is outlined in C.R.S. 34-63-102 (Federal Mineral Lease) and C.R.S. 39-29-110 (Severance). Grant dollars are to be awarded for the planning, design, construction, and maintenance of public facilities and for the provision of services by political subdivisions.

APPLICANT/CONTACT INFORMATION

1. Select Your Organization: * Town of Firestone

The list is filtered to eligible organizations. If you do not see your organization listed, please contact DLG for further assistance. In the case of a multi-jurisdictional application, please select the lead organization.

In the case of a multijurisdictional application, select the other participating eligible organizations:

2. Principal Representative:

(In the case of a multi-jurisdictional application, principal representative of the lead organization.)

Honorific:

First Name: * Fred

Middle Name:

Last Name: * Diehl

Suffix:

Role: * Program Manager/Primary Contact

Mailing Address: * 2225 Jewel Street

Address 2:

City: * Longmont

State: * CO

Zip Code: * 80501

Phone Number: * 303-944-9273

Email Address: * freddiehl@msn.com

3. Responsible Administrator (will receive all mailings) for the Application:

Same as Principal Representative Address

Honorific:

First Name: * Raelynn

Middle Name:
Last Name: * Ferrera
Suffix:
Role: * Sub-Administrator
Mailing Address: * P.O. Box 100
Address 2:
City: * Firestone
State: * CO
Zip Code: * 80520
Phone Number: * 303-531-6257 ext. 5501
Email Address: * rferrera@firestoneco.gov

B. CHIEF ELECTED OFFICIAL INFORMATION

Please provide contact information for the chief elected official.

a. Name * Bobbi Sindelar

In the case of a multi-jurisdictional application, chief elected official of the "lead" political subdivision.

b. Title * Mayor

c. Street Address * 151 Grant Avenue

d. City * Firestone

e. State * CO

Please use the two letter abbreviation

f. Zip * 80520

g. Phone * 303-833-3291, ext. 501

Use xxx-xxx-xxxx format

h. Email Address * bsindelar@firestoneco.gov

C. PROJECT DESCRIPTION AND DEMOGRAPHIC INFORMATION

a. Project Title * Firestone Town Hall Project

Begin the project name with your community name. Example: "Oak Creek *Project Name*", "Gunnison County *Project Name*"

b. Amount of grant funds requested * \$1,000,000.00

* The amount requested should equal "Grant Request Total" line from the project budget below.

c. Matching Funds * \$7,692,000.00

d. Description of the project scope of work *

Description of the various tasks involved in the project including specific data such as quantities, mileage, square feet, linear ft. etc. as well as specific project location within city and/or county etc. (word limit: 4,000 characters)

The Town of Firestone Town Hall Project includes the construction of a new 15,956 sq. ft. facility comprised of functional space to best serve our growing community. The new Town Hall will be located on the southeast corner of the Colorado Boulevard and Sable Avenue intersection. Specifically, Lot 1 Firestone Central Park 2nd FLG - located in the NW ¼ of Section 18, Township 2 North, Range 67 West of the 6th p.m. The facility will be constructed adjacent to the Firestone Police Department and Municipal Court, Firestone Central Park and High Plains Library District's Carbon Valley Regional Library.

The Town has been in discussions with private and non-profit energy partners to explore collaborative and alternative approaches that would add a renewable component (ex. Community Solar Garden) to our project.

The Town is committed to meeting high performance & sustainability building goals. In support of this commitment, the Town engaged with a design firm which places an emphasis on sustainability and lower life-cycle cost building assemblies.

e. Describe the problem, opportunity or challenge that resulted in the request. *

(word limit: 4,000 characters)

Problem: The Town of Firestone is in urgent need of constructing a new Town Hall to provide a functional facility capable of accommodating operational needs and quality service delivery. The current facility cannot meet the existing staffing needs or demand for service. This new construction project is not discretionary. If a new Town Hall is not constructed, our residents will be directly impacted by the lack of service that can be provided, cost of outsourcing those services, and higher construction costs in the future.

The existing 7,778 sq. ft. Town Hall was built in 1999 at a time when the Town's population was 1,800 (2000 Census) and residential and commercial development activity was not at the current pace. Today, Firestone is a vibrant community of 15,300. The project is identified in the Town's approved 2020 Budget and Capital Improvement Plan.

Opportunity: The Town of Firestone is committed to providing its residents, businesses, and visitors with dependable municipal services while ensuring the financial health of the community. The organization is focused on the long-term direction and development of the community while remaining attentive to changes in the local economy.

A new Town Hall will accommodate our growing community; allow for easy access to the frequently desired services and will encourage and support the economic success of our community for the foreseeable future. Planning for the Town Hall Project is the product of study and design over the last four years. The proposed Town Hall is the building for the Firestone of today and tomorrow. With the completion of this project, a more efficient facility will be in place to meet the needs of a growing workforce and serve residents.

Committed local contribution of \$7,692,000.00 is approximately 85% of total project costs.

The project has already been deferred for a number of years due to lack of local funding. With the increase in residential and commercial development the Town believes this is the right time to complete the project.

f. Local Priority

If more than one application from the same government (1 of 2, 2 of 2, etc.) 1

g. State historic registry designation *

Is the project on a State registered historic site or in a State registered Historic District? No

g.1 State historic registry number

If the project is on the state registry, please provide the registry number. The department may need to seek a determination of effect from the State Historic Society.

h. 2010 population of the applicant jurisdiction * 10,147

i. Current population * 15,300

Current/most recent conservation trust fund/lottery distribution estimate is acceptable.

i.1 Current population estimate source * Town of Firestone Planning & Development Services / 2010 Census

j. 5 year population projection * 21,000

j.1 Population projection source * Town of Firestone Planning & Development Services

k. Have you contacted your DOLA regional manager to discuss this project? * Yes

You are required to contact your DOLA regional manager prior to submitting your application. Please indicate the date and method of your contact with your regional manager.

k.1 Date * January 13, 2020 and January 17, 2020

k.2 Method of contact * Email and phone call

I. Supporting documents

Upload any supporting documents (PDF document).

D. DEMONSTRATION OF NEED

The statutory purpose of the Energy and Mineral Impact Assistance program is to provide financial assistance to "political subdivisions socially or economically impacted by the development, processing or energy conversion of minerals and mineral fuels."

a. Demonstration of need *

Why is the project needed at this time? (word limit: 4,000 characters)

This project has already been deferred for a number of years due to lack of local funding. With the increase in residential and commercial development the Town believes this is the right time to complete the project.

Currently offices are dispersed between Town Hall and an adjacent modular building. A staffing development plan was completed to assist in the development of the design for the new facility. The new building will house Town offices that include: Administration, Finance, Human Resources, Planning & Development, Economic Development, Public Works, Municipal Court/Boardroom, and the Town Clerk's Office. The new Firestone Town Hall will ensure a completely integrated approach to citizen and customer service.

Code compliance issues make remodeling or expanding at the current location less financially viable than at the Central Park location. There are several items that are not in building code compliance, including restrooms, fire rated walls, entrances BS energy efficiency items. The existing Town Hall also has drainage issues on site which create hazards during snow/ice conditions. If remodeling or construction were to be done at this location, it would be a temporary solution at best. We would have to address storm drainage and parking concerns - expensive items that prohibit additional work space.

Unfortunately, Town Hall is outdated, undersized and in need of replacement.

In May 2019, after hiring a local architect to look at options for Town Hall, the Board of Trustees voted unanimously to approve funding for the new construction project.

b. Project implementation *

How does the implementation of this project address the need? (word limit: 4,000 characters)

This building has been in the discussion and planning stages for over four and will meet the needs of our community today and into the future. This new building will serve Firestone for generations in an accessible, energy efficient way; it will improve customer service and make doing business at Town Hall far easier for residents and visitors. It will include meeting spaces and accessibility upgrades that will be available to the community.

c. Does this project address the stated need *

Does this project, as identified in this application, completely address the stated need? If not, please describe additional work or phases and the estimated time frame. Do you anticipate requesting Energy and Mineral Impact Assistance funds for future phases? (word limit: 4,000 characters)

Yes – this project completely addresses the stated need. No – we do not anticipate requesting funds for future phases.

d. What other implementation options have been considered? *

(word limit: 4,000 characters)

Other options such as expanding the existing Town Hall have been discussed. However, cost, long range staffing analysis, space needs analysis and other considerations lead to the conclusion that construction of a new Town Hall provides the best opportunity for increased functionality, sustainability, efficiency and public safety.

e. What are the consequences if the project is not awarded funds? *

(word limit: 4,000 characters)

If we were to not expand Town Hall, we not only fail to meet the needs of our community, but we would end up paying more money in the long run through higher interest rates and increased construction costs. This building has been in the planning stages for over four years and will meet the needs of our community today and into the future.

Delaying the project will result in a more expensive project in the future as construction costs increase over time, further impacting the return on investment.

E. FINANCIAL INFORMATION (CURRENT YEAR)

Lead Applicant

a. Assessed Valuation (AV) * \$249,979,587 – Estimated 2019

Assessed Valuation in most recent year.

b. Total Mill Levy * 6.805

c. Property Tax Revenue Generated \$3,869,650

(mill levy x AV / 1,000)

d. Sales Tax 3.6% sales/use tax

Sales Tax Rate

d.1 Sales Tax Estimated Annual Revenue \$10,274,370

e. General Fund Budgeted Revenue * \$16,869,319

f. General Fund Budgeted Expenditures * \$16,843,891

g. General Fund Balance as of December 31st of the previous year * \$15,975,287

h. Portion of General Fund which is Unassigned * \$1,244,318

i. Total Budgeted Revenue (All Funds) * \$31,843,032

j. Total Budgeted Expenditures (All Funds) * \$34,104,523

k. Total Fund Balance (All Funds) * \$39,662,591

l. Total Outstanding Debt (All Funds) * \$23,481,200

Co-Applicant Financials (only where applicable)

a. co-applicant financials NA

Special Fund(s)

For projects to be managed through a Special Fund other than the General Fund (e.g. County Road and Bridge Fund) or managed through an Enterprise Fund (e.g. water, sewer, county airport), complete items "k through o".

Complete items "l through p" for ALL project types.

a. Identify the relevant Special Fund or Enterprise Fund (e.g. water, sewer, CIP fund)
(only use if needed)

a.1 Special or Enterprise Fund Budgeted Revenue

a.2 Special or Enterprise Fund Budgeted Expenditures

a.3 Special or Enterprise Fund Outstanding Debt

a.4 Special Fund Mill Levy (if applicable)

a.5 Special or Enterprise Fund Balance as of December 31st of the previous year

b. Identify the relevant Special Fund or Enterprise Fund (e.g. water, sewer, CIP fund)
(only use if needed)

b.1 Special or Enterprise Fund Budgeted Revenue

b.2 Special or Enterprise Fund Budgeted Expenditures

b.3 Special or Enterprise Fund Outstanding Debt

b.4 Special Fund Mill Levy (if applicable)

b.5 Special or Enterprise Fund Balance as of December 31st of the previous year

c. Identify the relevant Special Fund or Enterprise Fund (e.g. water, sewer, CIP fund)
(only use if needed)

c.1 Special or Enterprise Fund Budgeted Revenue

c.2 Special or Enterprise Fund Budgeted Expenditures

c.3 Special or Enterprise Fund Outstanding Debt

c.4 Special Fund Mill Levy (if applicable)

c.5 Special or Enterprise Fund Balance as of December 31st of the previous year

For Water and Sewer Projects Only NA

Water Tap Fee: NA

Number of total water taps served by applicant:

Average Water Monthly User Charge:

Divide sum of annual (commercial and residential) revenues by 12 and then divide by the number of total taps served. NOTE: Commercial and Residential Combined

Sewer Tap Fee NA

Number of total sewer taps served by applicant:

Average Sewer Monthly Water Charge:

Divide sum of annual (commercial and residential) revenues by 12 and then divide by the number of total taps served. NOTE: Commercial and Residential Combined

F. PROJECT BUDGET

List expenditures and sources of revenue for the project. The total expenditures must equal the total sources of revenue.

Expenditures

List Budget Line Items and Costs.

Budget Line Item Design

(Examples: architect, engineering, construction, equipment items, etc.)

Design, Utility & Development Costs, Geotechnical, Environmental, Structural, Mechanical, Electrical, Site Plan, Furnishings.

Line Item Cost * \$200,000.00

Budget Line Item Construction

(Examples: architect, engineering, construction, equipment items, etc.)

Construction, Permit & Plan Review, Site Work

Line Item Cost \$7,520,000

Budget Line Item Contingency

(Examples: architect, engineering, construction, equipment items, etc.)

Line Item Cost \$772,000

Budget Line Item

(Examples: architect, engineering, construction, equipment items, etc.)

Line Item Cost

Budget Line Item

(Examples: architect, engineering, construction, equipment items, etc.)

Line Item Cost

Budget Line Item

(Examples: architect, engineering, construction, equipment items, etc.)

Line Item Cost

Budget Line Item

(Examples: architect, engineering, construction, equipment items, etc.)

Line Item Cost

Budget Line Item

(Examples: architect, engineering, construction, equipment items, etc.)

Line Item Cost

Budget Line Item

(Examples: architect, engineering, construction, equipment items, etc.)

Line Item Cost

Budget Line Item

(Examples: architect, engineering, construction, equipment items, etc.)

Line Item Cost

Sources of Revenue

Dollar for Dollar Cash Match is Required, unless financial circumstance warrants a reduction. List the sources of matching funds and indicate either cash or documentable in-kind contribution

Energy/Mineral Impact Fund Grant Request * \$1,000,000.00

Energy/Mineral Impact Fund Loan Request (If applicable)

Source of Revenue/Match General Fund

Cash \$7,692,000.00

In-Kind

If match is not cash, enter dollar amount of in-kind contribution.

Funding Committed? Yes

Source of Revenue/Match

Cash

In-Kind

If match is not cash, enter dollar amount of in-kind contribution.

Funding Committed?

Source of Revenue/Match

Cash

In-Kind

If match is not cash, enter dollar amount of in-kind contribution.

Funding Committed?

Source of Revenue/Match

Cash

In-Kind

If match is not cash, enter dollar amount of in-kind contribution.

Funding Committed?

Source of Revenue/Match

Cash

In-Kind

If match is not cash, enter dollar amount of in-kind contribution.

Funding Committed?

Source of Revenue/Match

Cash

In-Kind

If match is not cash, enter dollar amount of in-kind contribution.

Funding Committed?

Source of Revenue/Match

Cash

In-Kind

If match is not cash, enter dollar amount of in-kind contribution.

Funding Committed?

Source of Revenue/Match

Cash

In-Kind

If match is not cash, enter dollar amount of in-kind contribution.

Funding Committed?

Project Contingency *

1. Please identify the contingency associated with the project budget.
 1. If a contingency has not been identified as part of the budget, please explain why not?
 2. Contingency % of Budget.
 3. Contingency Dollar value
(word limit: 1,000 characters)

1. Contingency has been identified
2. Contingency = 10% of Budget
3. Contingency Dollar value = \$772,000

How recently were the budget and contingency determined? *

Month/Year

03/10/2020

Additional Line Items

If more budget line items are needed, please upload a PDF of your project budget

G. MEASURABLE OUTCOMES

a. Describe the expected measurable outcomes *

How will the project enhance the livability* of your region, county, city, town or community (e.g. constructing a new water plant will eliminate an unsafe drinking water system and provide safe and reliable drinking water; the construction of a new community center will provide expanded community services, or projects achieving goals regarding energy conservation, community heritage, economic development/diversification, traffic congestion, etc.)?

***(Livability means increasing the value and/or benefit in the areas that are commonly linked in community development such as jobs, housing, transportation, education, emergency mitigation, health and environment)**

(word limit: 4,000 characters)

The Firestone Town Hall Project is an important community development activity for the Town as it will provide for the growing needs of our community; expand upon a growing municipal center adjacent to the Firestone Police Station, Community Park and High Plains Library District's Carbon Valley Regional Library.

A new Town Hall will accommodate our growing community; allow for easy access to the frequently desired services and will encourage and support the economic success of our community for the foreseeable future. Planning for the Town Hall Project is the product of study and design over the last four years. The proposed Town Hall is the building for the Firestone of today and tomorrow. With the completion of this project, a more efficient facility will be in place to meet the needs of a growing workforce and serve residents.

Currently offices are dispersed between Town Hall and the former police department. A staffing development plan was completed to assist in the development of the design for the new facility. The new building will house Town offices that include: Administration, Finance, Human Resources, Planning & Development, Economic Development, Public Works, Municipal Court/Boardroom, and the Town Clerk's Office. The new Firestone Town Hall will ensure a completely integrated approach to citizen and customer service.

b. Historic structure preservation *

Does this project preserve and protect a registered state historic building, facility or structure? If yes, please describe, including year of construction. (word limit: 2,500 characters) No

c. Energy efficiency *

Will this project implement an energy efficiency/strategy that could result in less carbon footprint or conserve energy use or capitalize on renewable energy technology? If yes, please describe. (word limit: 2,500 characters)

Yes. The Town is committed to meeting high performance building goals and will work with our regional DOLA office to achieve outcomes.

The Town has been in discussions with private and non-profit energy partners to explore collaborative and alternative approaches that would add a renewable component (ex. Community Solar Garden) to our project.

Please note the following are sustainable features included in the Town Hall design:

- The Town Hall Project is being designed to the 2018 International Energy Conservation Code;
- LED lighting throughout with dimming controls;
- Thermal mass walls that require less insulation to reach desired R-values;
- Interior finish materials with recycled content and low-energy production methods
- Hanstone quartz countertops
- Sherwin Williams low-VOC coatings
- Shaw carpet tile

d. Resiliency framework *

Will the project increase the community's long-term resilience and ability to anticipate, withstand, and/or rebound from a natural or manmade hazard event? For example, will the project factor in natural design concepts and will construction utilize sustainable materials? If yes, please describe. (word limit: 4,000 characters)

Yes.

- Per 2018 Energy code: Thermal mass walls that require less insulation to reach desired R-values; and will save in life cycle costs (ex. roof, walls and slab on grade floors);
- Tilt up building

H. LOCAL EFFORT

a. Relationship to Community Goals *

Is the project identified in the applicant's budget or a jurisdictionally approved plan (e.g. capital improvement plan, equipment replacement plan, comprehensive plan, utility plan, road maintenance and improvement plan or other local or regional strategic management or planning document)? What is its ranking? (word limit: 4,000 characters)

Yes. This project is included in the Town's 5-Year Capital Improvement Plan and has been a long-term continuous goal of the Town that has been discussed over the last four years.

b. Why can't this project be funded locally? *

(word limit: 2,500 characters)

Over the past several years, the availability of traditional funding sources such as the Energy and Mineral Impact Assistance Program declined significantly. During this time, the Town has relied more heavily on local funding of its capital improvement projects thereby reducing general fund and impact fund reserves. DOLA's financial support for this vital public project will leverage the costs of Firestone taxpayers. This project will benefit the entire community.

c. Has this project been deferred because of lack of local funding? If so, how long? *

(word limit: 2,500 characters) Yes. This project has been deferred for over four years.

d. Explain the origin and status of your local cash match. *

(Note: Whenever possible, local government cash match on a dollar for dollar match basis is encouraged.) Are the local funds committed or pending? If there are pending funds, when will the status of those funds be determined? (word limit: 2,500 characters)

Committed Funds: In May 2019, after hiring a local architect to look at options for Town Hall, the Board of Trustees voted unanimously to approve funding for the new construction project. Committed local contribution of \$7,692,000.00 is 85% of total project costs. The match has been approved with the adoption of the 2020 Budget.

Pending Funding: In 2017, voters approved a 0.6% sales tax to fund the construction of the Police Department & Municipal Court Building. The debt for this building is being financed through a Certificate of Participation and there is a surplus. On April 7, 2020, Firestone voters will consider Ballot Question 2A which would authorize the Town to expand the purposes for which the 0.6% sales and use tax can be used. Purposes for which the sales and use tax can be used would include construction, operation and maintenance of other Town facilities - including the new Town Hall.

e. Community partners *

What other community entities, organizations, or stakeholders recognize the value of this project and are collaborating with you to achieve increased livability of the community? Please describe how your partners are contributing to achieve the improvement to the livability of the community through this project. If in-kind contributions are included in the project budget, detailed tracking will be required on project monitoring report. (word limit: 2,500 characters) NA

f. Tax rate, usage charges, or fees *

Have the applicant's tax rates, user charges or fees been reviewed recently to address funding for the proposed project?

Yes. In 2017, voters approved a 0.6% sales tax to fund the construction of the Police Department & Municipal Court Building. The debt for this building is being financed through a Certificate of Participation and there is a surplus. On April 7, 2020, Firestone voters will consider Ballot Question 2A which would authorize the Town to expand the purposes for which the 0.6% sales and use tax can be used. Purposes for which the sales and use tax can be used would include construction, operation and maintenance of other Town facilities - including the new Town Hall.

f.1 Tax rate or usage charge modifications

If the tax rate, user charges or fees were modified, what was the modification and when did this change occur? (word limit: 2,500 characters) (See above response.)

g. Has the applicant contacted representatives from local energy or mineral companies to discuss the project?*

(word limit: 2,500 characters)

No. The Town enjoys a positive working relationship with Operators, however, to date, direct contributions from the Operators to be dedicated towards Town capital projects has not been discussed.

I. READINESS TO GO

a. When will the project begin *

(Months) 3 to 6 Months

b. What is the time frame for completion * 1 Year**c. Is planning or design work a component of this project? * Yes****c.1 What additional design work remains?**

What percentage of design work is complete? (word count: 2,500 characters)

Design contract was awarded on January 8, 2020. 50% plan set completed by March 1, 2020. Design ready to submit for permit by April 2020. Remaining design to be complete by July 2020 for construction by August 1, 2020.

Construction is estimated to take 8 months. The project will be shovel ready at the time of award of fund matching grants.

c.2 How were project cost estimates determined? *

How did the applicant develop project cost estimates? (word count: 2,500 characters)

Construction documents and cost estimates will be completed by July 2020. The Town entered into a pre-design and a pre-construction agreement that allowed the Town to work with the architect and contractor to perform a cost model workshop that evaluated the design and construction of the project.

GMP Construction Contract between the Town and Fransen Pittman the selected Contractor, will be awarded in May 2020.

c.3 Is the project supported by bids, professional estimates or other credible information? Yes**c.3.i Bids**

Please attach a copy of any supporting documents (PDF Document). **Please see attached.**

c.4 Are any Local, State or Federal permits required before the project can proceed? *

If yes, please describe and note the status of permit acquisition (word count: 2,500 characters).

No

J. ENERGY & MINERAL RELATIONSHIP I. ENERGY & MINERAL RELATIONSHIP

a. Community energy or mineral impact *

Describe how the applicant is, has been, or will be impacted by the development, production, or conversion of energy and mineral resources (word limit: 4,000 characters).

History: In 1907, the Denslow Coal & Land Company purchased 160 acres of Thomas McKissick's land from his widow. Later that same year, Ohio investors bought Denslow out and started the Firestone Coal Company, establishing Firestone coal mine. They platted a town next to the mine named Firestone in 1908; all were named for Jacob Firestone, one of the Ohio investors. Firestone was the third coal mining town of a trio of towns northeast of Erie, along with Frederick and Dacono, commonly referred to as the Tri-Towns or the Carbon Valley.

Five coal mines operated in Firestone until 1947 when the coal mines closed. During its production, Firestone's Grant Mine produced 2,070,686 tons of coal, enough to fill a coal train 200 miles long. The Firestone Trail is now where the old train track bed was located. More than 12 miles long, the Firestone Trail connects a variety of neighborhood and regional parks, the St. Vrain Legacy Trail, and the Colorado Front Range Trail.

Today: The major impacts affecting the Town are the interrupted land uses and infrastructure limitations caused by energy and mineral industry operations. The oil and gas wells and the abandoned mines have removed hundreds of acres of developable land from Firestone Town Limits and our Urban Growth Boundary.

The Town of Firestone is located in the Wattenberg Field which is a large producing area of natural gas and condensate in the Denver Basin. The field now covers more than 2,000 square miles between the cities of Denver and Greeley, and includes more than 20,000 wells producing from a number of Cretaceous formations. The bulk of the field is in Weld County. Firestone and its Urban Growth Boundary is located within Weld County.

There are 700 total active/producing wells (includes shut in-producing wells) within the Town and its Urban Growth Boundary.

b. Use data *

Cite actual use data that documents direct impact as it relates to the need for the project. For example, "heavy truck traffic directly related to energy development activities is impacting County Road X. a traffic count done in May 2015 showed energy related truck traffic increased from 100 trips per day to 300." (word limit: 2,500 characters)

Data is as of March 1, 2020 - COGCC GIS Database

Firestone Town Limits:

In Process (COGCC) – To be drilled:

HZ well pads: **1**

HZ wellbore (2A's): **12**

Plugged and Abandoned (P&A) Wells:

Total (All well types): **175**

Active - Producing wells (includes shut in - producing) Wells:

Vertical (Currently active): **33**

Vertical (active but shut-in): **26**

Directional Wellbores (Currently active): **27**

HZ Wellbores (Currently active): **96**

Directional / HZ Wellbores (active but shut-in): **72**

Active Directional well pads: **37**

Active Horizontal well pads: **15**

Total P&A (FS Limits): 175

Total In-Process (FS Limits): 12

Total Active (FS Limits): 254

Urban Growth Boundary:

To be drilled:

HZ well pads: **2**

HZ wellbore (2A's): **22**

Plugged and Abandoned (P&A) Wells:

Total (All well types): **542**

Active - Producing wells (includes shut in - producing) Wells:

Vertical (Currently active): **75**

Vertical (active but shut-in): **156**

Directional Wellbores (Currently active): **82**

HZ Wellbores (Currently active): **247**

Directional / HZ Wellbores (active but shut-in): **140**

Active Directional well pads: **82**

Active Horizontal well pads: **57**

Total P&A (UGB Limits): 542

Total In-Process (UGB Limits): 22

Total Active (UGB Limits): 700

K. MANAGEMENT CAPACITY

a. Fund management *

How will you separate and track expenditures, maintain funds and reserves for the capital expenditures and improvements as described in this project? (word limit: 2,500 characters)

The Town has a separate budget line item for this project. Town Finance Department staff will separate and track expenditures, maintain funds and reserves for the capital expenditures utilizing the Town's accounting system.

b. Project sustainability *

Describe the funding plan in place to address the new operating and maintenance expenses generated from the project? (word limit: 2,000 characters)

The local cash match is committed from the Town's General Fund.

Also, in 2017, voters approved a 0.6% sales tax to fund the construction of the Police Department & Municipal Court Building. The debt for this building is being financed through a Certificate of Participation and there is a surplus. On April 7, 2020, Firestone voters will consider Ballot Question 2A which would authorize the Town to expand the purposes for which the 0.6% sales and use tax can be used. Purposes for which the sales and use tax can be used would include construction, operation and maintenance of other Town facilities - including the new Town Hall.

Upon completion of the project, new operating and maintenance expenses will be included in subsequent budgets. The overall improvement of Town services provided by the new facility warrant the incremental maintenance and operational cost increases. DOLA grant funding for this project will leverage General Fund monies otherwise allocated for these purposes.

c. Expertise *

Describe the technical and professional experience/expertise of the person(s) and/or professional firms responsible to manage this project. (word limit: 2,000 characters)

Raelynn Ferrera, Assistant to the Town Manager, is responsible for the overall management of this project. Ms. Ferrera's technical and professional experience includes project management of the Town of Erie Municipal Police and Court Facility (\$6.2 million) and the Town of Erie Town Hall Remodel (\$1.2 million). Additionally, the Town has hired architect Kelly Deitman with Halcyon Design, an experienced and highly qualified firm that has significant previous experience in designing office buildings.

Architect: Halcyon Design, LLC. Halcyon Design was founded by Kelly Deitman in 2010, with an emphasis on sustainability and lower life-cycle cost building assemblies. The nexus of the firm design ethos is that functional and attractive building designs can also meet a client's needs for efficiency and maximum value. Halcyon strives to consistently provide integrated designs that creatively address building code requirements and energy efficient methodologies.

Engineering:

- Civil – Coffey Engineering & Surveying. Coffey is one of the leading civil engineering, land surveying and geographic information systems (GIS) consulting firms in the Rocky Mountain Region.
-
- Structural – LT Engineering. LT engineering, LLC has been in operation for the past 13 years and is a versatile structural consulting firm that specializes in the design and development of construction drawings, specifications, and construction administration for a variety of projects.
- MEP – Pivotal Engineering. Pivotal Engineering is a professional full-service engineering firm with offices in Windsor, CO. Clients include industrial, commercial and public facilities.

Construction: Fransen Pittman. Fransen Pittman has been in business over 25 years. They are a premiere Colorado based construction company. They provide preconstruction and construction services in general contracting, construction management, design-build and design-assist formats.

d. Duplication of services *

Does the project duplicate service capacity already established? Is the service inadequate? Has consolidation of services with another provider been considered? (word limit: 2,000 characters)

No. This project provides expanded capacity and serves to replace the current facility which has reached capacity.

L. HIGH PERFORMANCE CERTIFICATION (HPCP) PROGRAM COMPLIANCE

Colorado Revised Statutes (C.R.S. 24-30-1305.5) require all new facilities, additions, and renovation projects that meet the following criteria to conform with the High Performance Certification Program (HPCP) policy adopted by the Office of the State Architect (OSA) if:

- The project receives 25% or more of state funds; and
- The new facility, addition, or renovation project contains 5,000 or more building gross square feet; and
- The building includes an HVAC system; and
- In the case of a renovation project, the cost of the renovation exceeds 25% of the current value of the property.

The HPCP requires projects that meet the criteria above to achieve third party verification with the target goal of LEED Gold or Green Globes-Three Globes. Projects are strongly encouraged to meet the Office of the State Architect's (OSA) Sustainable Priorities in addition to the LEED prerequisites. Projects funded through DOLA that meet the above applicability criteria are required to complete the DOLA registration and tracking process. See DOLA's HPCP web page for more information or contact your DOLA regional manager.

In instances where achievement of LEED Gold or Green Globe-Three Globes certification is not achievable, an applicant may request a modification of the HPCP policy or a waiver if certain conditions exist. DOLA staff will work with applicants to identify workable solutions to meet the program's intent to maximize building energy efficiencies.

Note: If this application is for design services for a planned building project that meets the HPCP applicability criteria and the applicant intends to seek state funding for 25% or more of the total project cost, then the design should maximize high performance building certification standards (by completing the HPCP checklist) and build in anticipated project costs, as appropriate.

a. HPCP project details

Is the applicant seeking state funding for 25% or more of the total project cost (including all phases, if applicable)? (If no, the project does not meet the HPCP requirement and the rest of this section does not need to be completed)

No.

b. HVAC details

Does the building include an HVAC system? NA

b.1 Type of HVAC system

Please select whether the HVAC is an upgrade or a new system from the following drop down: NA

c. Project type

Please select the type of construction project

NA

c.1 Square footage in excess of 5,000 square feet

Is the building square footage (new construction and/or renovation) 5,000 SF or more?

NA

c.2 Building square footage

What is the building square footage, indicate whether the square footage is new, renovation, or both.

NA

d. Does the cost of renovation exceed 25% of the current value of the property?

Select from the drop down list.

d.1. What is the current property value?

Determine based on assessed or appraised value. What is the total project cost for the renovations?

Please provide both amounts in your response. [NA](#)

e. Does this project meet the HPCP criteria?

If you answered "yes" to questions a, b, c, and d, then your project meets the HPCP applicability criteria. Complete the HPCP registration form and preliminary checklist and upload below. (See DOLA's HPCP web page for registration and checklist form.) [No](#)

e.1 HPCP registration form and checklist

If you answered yes above, please upload the HPCP registration and checklist form below.

f. Third party verification

Have you included any additional costs in this grant application for third party verification to comply with the High Performance Certification Program?

f.1 Third party verification cost

If you answered yes above, please specify the estimated cost for third participation verification/certification

f.2 Third party verification resources

Will you need assistance locating resources, third party consultants, or technical assistance for HPCP third party verification requirements, preparing cost estimates, or otherwise complying with the HPCP?

f.2.i Third party verification resources required

If you answered yes above, please describe the type of resource identification assistance you need.

M. TABOR COMPLIANCE AND ENVIRONMENTAL REVIEW

a. Voter authorization *

Does the applicant jurisdiction have voter authorization to receive and expend state grants without regard to TABOR spending limitations? [Yes](#)

a.1 If yes, please explain

(word limit: 500 characters)

In 1996, the voting citizens of the Town of Firestone authorized the Town to collect and spend the full revenues generated during 1996 and each subsequent year.

b. State severance funds *

If the applicant jurisdiction receives a grant with State Severance funds, will the local government exceed the TABOR limit and force a citizen property tax rebate? [No](#)

b.1 If yes, please explain

(word limit: 500 characters)

c. TABOR refunds *

c.1 If yes, please explain [No](#)

d. Has the applicant sought voter approval to keep revenues above fiscal spending limits? * [Yes](#)

d.1 If yes, please explain *

(word limit: 500 characters)

See above response.

e. Spending limits *

Are there any limitations to the voter approved revenues? (e.g., Can revenues only be spent on law enforcement or roads?) [Yes](#)

e. 1 If yes, please explain

(word limit: 2,500 characters)

Of the current 3.6% sales tax, only 2% can be used for general operating purposes. Of the remainder, .6% is restricted for purposes related to the construction & improvements. 1.6% is restricted for maintenance & construction of parks and streets.

f. Enterprise status *

If the applicant jurisdiction is classified as an enterprise under TABOR, will acceptance of a state grant affect this status? [No](#)

f.1 Explain

(word limit: 2,500 characters)

N. ENVIRONMENTAL REVIEW

Indicate below whether any of the proposed project activities:

a. Will be undertaken in flood hazard areas? [No](#)

a.1 List flood plain maps/studies reviewed. Describe alternatives considered.

(word limit: 1,000 characters)

b. Will affect historical, archaeological, or cultural resources or be in a geological hazard area? *

Select from the drop-down menu. [No](#)

b.1 If yes, describe alternatives considered and mitigation proposed.

(word limit: 1,000 characters) [NA](#)

c. Address any other public health or safety related concerns not previously identified * [NA](#)

Select from the drop down menu

c.1 If yes, please explain.

(word limit: 1,000 characters)

O. OFFICIAL BOARD ACTION

a. Date of official board action *

Enter the date this project was approved for submission by the board

A resolution of support for this grant application is scheduled for the April 22, 2020 Board of Trustees meeting.

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 12.g

Discussion/Action

Meeting Date: April 22, 2020

Initiated By: A.J. Krieger

Department: Administration

AGENDA ITEM

Resolution 20-52: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH WELD COUNTY PERTAINING TO THE CONDUCT OF A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

RECOMMENDATION

Town staff recommends approval of the attached resolution and execution of the INTERGOVERNMENTAL AGREEMENT FOR CONDUCT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN WELD COUNTY.

SUMMARY

In 2020, based on population growth, Weld County has been recognized as an Urban County. Among other things this designation allows the County to participate in Community Development Block Grant (CDBG) programs. CDBG funds can be used for certain permitted activities that will generally benefit low-to-moderate income populations.

Approval of the attached resolution and execution of the IGA will give the Town of Firestone an opportunity to apply for and potentially use CDBG funds through Weld County. Examples of eligible uses, though certainly not an exhaustive list, include activities that would assist low-mod housing construction and rehabilitation. Ultimately a list of approved uses will be found in the County's Consolidated Plan and Annual Action Plan. These plans will provide the Town guidance when making future grant applications.

This first agreement would be for a three year term, after which the Town will have to annually approve a similar agreement for every year in which it intends to seek CDBG funds.

FINANCIAL CONSIDERATIONS

There may be a local match required for participation. The Town will learn more about that as program requirements are drafted/disseminated.

HISTORY AND PREVIOUS BOARD ACTION

This is the first year of the program.

ATTACHMENTS

1. 20-52 reso Weld County CDBG
2. CDBG Draft Cooperation Agreement- GK Revisions 2

RESOLUTION NO. 20-52

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE COLORADO APPROVING AN INTERGOVERNMENTAL
AGREEMENT WITH WELD COUNTY PERTAINING TO THE
CONDUCT OF A COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM**

WHEREAS, in accordance with Colo. Const. Art. XIV § 18 and C.R.S. § 29-1-203 Weld County (“County”) and the Town of Firestone (“Town”) are authorized to cooperate and contract with each other for any function, service, or facility lawfully authorized to each; and

WHEREAS in accordance with federal law, the United States Department of Housing and Urban Development is to develop viable urban communities by providing decent housing and suitable living environments and the expansion of economic opportunities for persons of low and moderate income by providing financial assistance in the form of block grants to state and local governments via the Community Development Block Grant Program (“CDBG”); and

WHEREAS to be eligible for CDBG funds the County must first qualify as an “Urban County” and the County strives to obtain such qualification for the CDBG 2021-2023 Grant Program Years; and

WHEREAS as the County lacks the legal authority to conduct certain community development and housing assistance programs within the Town and as the Town to receive CDBG funds must be included in the County’s request the parties desire to enter into an intergovernmental agreement so that both may obtain CDBG Program Funds; and

WHEREAS the Intergovernmental Agreement sets forth the administrative duties and obligations of both the County “Urban County” and the Town “Participating Jurisdiction” as to CDBG matters regarding the delegation of authority, project timelines, accounting standards, expenditure, restrictions and records retention.

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

The Intergovernmental Agreement between the Town of Firestone and Weld County for Conduct of a Community Development Block Grant Program in Weld County 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 Intergovernmental Agreement on behalf of the Town.

Done and resolved the _____ day of _____, 2020.

Bobbi Sindelar, Mayor

ATTEST:

APPROVED AS TO FORM:

Jessica Koenig, CMC, Town Clerk

William P. Hayashi, Town Attorney

**INTERGOVERNMENTAL AGREEMENT FOR CONDUCT OF
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN WELD COUNTY**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made this ____ day of _____, 2020, by and between County of Weld, by and through the Board of County Commissioners of County of Weld, whose address is P.O. Box 758, 1150 O Street, Greeley, CO 80632, a body corporate and politic of the State of Colorado, hereinafter referred to as "County," and _____, whose address is _____, a statutory municipality located in Weld County, State of Colorado, hereinafter referred to as "Municipality." County and Municipality may be referred to collectively as "Parties," and individually as "Party."

WITNESSETH:

WHEREAS, in 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974 ("the Act") thereby permitting and providing for the participation of the Federal government in a wide range of local housing and community development activities and programs, which activities and programs are administered by the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, the primary objective of Title I of the Act is the development of viable urban communities by providing decent housing and a suitable living environment and the expansion of economic opportunities, mainly for persons of low and moderate-income. This objective is to be accomplished by providing financial assistance in the form of block grant funds to state and local governments for the conduct and administration of housing and community development activities and programs as contemplated under the Act via the Community Development Block Grant ("CDBG") program; and

WHEREAS, HUD rules and regulations governing the CDBG Program, as published in 24 C.F.R., Volume 3, Subtitle B, Chapter V, Part 570 ("CDBG Regulations"), provide that a county must qualify as an "Urban County," as defined therein, and submit to HUD an annual request for funding in the form of a Three (3) year Consolidated Plan ("Consolidated Plan") and an Annual Action Plan ("AAP") or a Three (3) year Consolidated Plan with an Annual Action Plan component ("CPAAP"). The municipalities and other units of local government within an Urban County may be included in the Urban County by intergovernmental or cooperative agreement and may thereby be included in the Urban County's CDBG Program; and

WHEREAS, Weld County wishes to obtain Urban County classification for the next three successive fiscal years 2020 -2022 and future years; and

WHEREAS, rules and regulation to qualify or re-qualify as an Urban County are published annually and the notice for the Federal fiscal years 2020-2022 are published in HUD Notice CPD-19-04, "Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2020-2022;" and

WHEREAS, HUD has determined that County is authorized to undertake essential community development activities in its unincorporated areas that are necessary to qualify as an Urban County to receive funds from HUD by annual grant agreement. This determination is based on the authority granted County pursuant to §§ 29-3-101 to 123, §§ 30-11-101 to 107; §§ 30-20-301 to 310; and §§ 30-20-401 to 422, Colorado Revised Statutes (C.R.S.), as amended; and

WHEREAS, it is recognized that County does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of Municipality and, therefore, its ability to conduct the CDBG Program in Municipality is limited. Accordingly, in order for Municipality to be considered a part of the Urban County and be included in County's annual requests to HUD for CDBG Program funds, CDBG regulations require that Municipality and County enter into a cooperation agreement wherein Municipality authorizes and agrees to cooperate with County to undertake or to assist in the undertaking of essential community development and housing assistance activities within the boundaries of Municipality, as may be approved and authorized in County's annual grant agreements with HUD; and

WHEREAS, pursuant to Colo. Const. art. XIV, § 18 and § 29-1-203, C.R.S., as amended, County and Municipality are expressly authorized to cooperate and contract with each other for any function, service, or facility lawfully authorized to each; and

WHEREAS, County and Municipality have determined that it would be mutually beneficial and in the public interest to enter into this Agreement. Municipality that has entered into an intergovernmental agreement with the County shall be considered a "Participating Jurisdiction" and shall be eligible to participate in the County's CDBG programs for the County's qualification period.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, the sufficiency of which is hereby acknowledged, County and Municipality agree as follows:

I. TERM OF AGREEMENT:

This Agreement covers the CDBG Entitlement program. The initial term of this Agreement shall be for three (3) program years, beginning **July 1, 2020**, ending **June 30, 2023**. Funding for this Agreement is based on Federal fiscal years, which begin October 1st and end September 30th of the following year.

This Agreement shall automatically be renewed for an additional three (3) year term unless either party provides written notice that it elects not to participate in a new qualification period. By the date specified in HUD's Urban County qualification notice for the next qualification period, County shall provide notice to Municipality of its right not to participate in the additional term, pursuant to applicable HUD regulations. Any changes to this Agreement required pursuant to HUD's Urban County Qualification Notice shall be made by written amendment to this

Agreement, which shall be mutually agreed upon and executed by both Parties hereto and submitted to HUD.

This Agreement shall remain in effect until the CDBG funds and Program Income ("PI") received with respect to activities carried out during the three-year qualification period and any applicable successive qualification periods pursuant to renewals of the Agreement are expended and the funded activities completed, and County and Municipality cannot terminate or withdraw from the Agreement while it remains in effect.

II. RESPONSIBILITIES OF MUNICIPALITY:

- A. Municipality and County Cooperation.** Municipality will cooperate and work with County in the preparation of detailed projects and other activities to be conducted or performed within Municipality during the Federal fiscal years during which this Agreement is in effect. Municipality will also cooperate with County, and County will cooperate with Municipality, to undertake or assist in undertaking community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing. The finalized projects and activities will be included in County's AAP when required, annually. Municipality understands and agrees, however, that County shall have final responsibility for the selection of all projects and activities to be included in the grant requests and the submission of requests. Municipality shall cooperate fully with County in all CDBG Program efforts planned and performed hereunder and does hereby allow and permit County to undertake or assist in undertaking essential community development and housing assistance activities within Municipality as may be approved and authorized in County's CDBG Plans, Agreements and/or Contracts, including the AAP, when required.
- B. Delegation of Administrative and Supervisory Control.** Municipality acknowledges that County is ultimately responsible to HUD for the supervision and administration of any funds received by the Urban County or Participating Jurisdiction under the CDBG Program.
- C. Subrecipient Agreements.** Pursuant to CDBG Regulations, as published in 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.501(b), Municipality is subject to the same requirements applicable to "subrecipients," including the requirement of a written agreement as set forth in 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.503. Additionally, County shall use Sub-recipient Agreements for all projects administered on behalf of Municipality and shall notify Municipality of individual project and/or Activity County approvals. The Agreements may contain the Project Name, Project Purpose, Scope of Service, Project Description, Performance Measures, Staffing and Description of System Delivery, Project Budget, Time of Performance, Reporting Requirements, Labor Standards requirements (if any), Environmental Review Requirements and other Financial Information. This Agreement shall govern such elements as PI, Reversion of Assets, Records, Reports and Asset Management.

D. Project Timelines. The timeline for a project or activity shall commence when County provides written notification to Municipality of proposal/project/activity approval and authorization by County and/or HUD and a fully executed Subrecipient Agreement. Municipality shall submit to County, no less frequent than annually, formal Municipality proposals, including a timeline and budget for each project or activity. The timeline shall specify the length of time needed for each phase through the completion of the project or activity. Municipality shall comply and/or require its contractors and/or sub-contractors to comply with the timelines submitted and Municipality shall allocate the funds received hereunder accordingly. Municipality understands that failure to comply with the timelines may result in cancellation of a project or activity and/or the loss of CDBG funding, unless County determines that extenuating circumstances beyond Municipality control exist, permitting the project to proceed and be completed in a reasonable time. Unobligated or unexpended funds not used by Municipality shall be transferred to the allocation formula for redistribution. County will review all CDBG projects and activities to determine whether they are being carried out in a timely manner as required by CDBG Regulations, 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.902.

E. Payment Process.

1. **Applications for Funding.** Before County distributes any funds to Municipality under this Agreement, Municipality shall submit to County an application for funding, which shall be in the form and format specified by County and in compliance with HUD regulations.

F. Non-Appropriation Clauses. Municipality agrees that every contract to which it is a party involving the use of CDBG funds allocated hereunder shall include a non-appropriation clause. Such clause shall state that the funding therefore is contingent upon the continuing allocation and availability of CDBG funding and not upon the availability of County General Funds.

1. **Accounting Standards.** Municipality's financial management system shall be in compliance with the standards specified in OMB Circular A-87. In addition, Municipality shall comply with OMB Circular A-110, Attachment F, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

G. Expenditure Restrictions. All CDBG funds approved by HUD for expenditure under County's Grant Agreement, including those that are identified for Municipality projects and activities, shall be allocated to the specific projects and activities described and listed in Municipality's proposal for funding, Agreements, and Contracts; such funds shall be used for no other purposes. No project, activity, or the amount allocated to a given project or activity may be changed without the written concurrence of County and/or HUD, as required.

H. Additional Spending Limitations. Municipality understands that, while this Agreement is in effect, it may not apply for grants under the "Small Cities" or State CDBG Programs

and HOME consortium with other local governments, except through the County regardless whether the County receives a HOME allocation for the Federal fiscal years during which it is participating in the Urban County's CDBG Program.

- I. Municipality as Independent Contractor.** Municipality shall be responsible for the direct day-to-day supervision and administration of the projects and activities for which it receives funding under this Agreement. As such, Municipality shall be deemed to be acting as an independent contractor and not as an employee of County. Municipality shall be solely and entirely responsible for its acts and omissions, and the acts and omissions of its elected officials, employees, servants, contractors, and subcontractors during the term and performance of this Agreement. No elected official, employee, servant, contractor, or subcontractor of Municipality shall be deemed to be an employee, servant, contractor, or subcontractor of County because of the performance of any services or work under this Agreement. Municipality, at its expense, shall procure and maintain workers' compensation insurance and unemployment compensation insurance as applicable and/or required by law. **Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, Municipality understands that it and its elected officials, employees, and agents are not entitled to workers' compensation benefits from County. Municipality further understands that it is solely obligated for the payment of Federal and State income tax on any moneys earned pursuant to this Agreement, as applicable. Unemployment insurance benefits will not be available to Municipality unless unemployment coverage is provided by the Municipality or some other entity.**
- J. Excessive Force.** Municipality has adopted and is enforcing:
1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and;
 2. A policy enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- K. Record Retention.** Municipality shall maintain records and accounts of the funds it receives hereunder in accordance with accepted accounting procedures and any applicable Federal and State laws and regulations. Municipality will provide full access to these records to County, the Secretary of HUD or the Secretary's designee, the Office of Inspector General, and/or the General Accounting Office, so that compliance may be confirmed regarding the expenditure of funds pursuant to this Agreement. Municipality further agrees to provide County, upon request, a copy of any audit records pertaining to Municipality's CDBG Program operations during the term of this Agreement. Municipality shall retain all records pertaining to this Agreement for a period of ten (10) Federal fiscal years following the termination of this Agreement.

- L. Termination Asset Management.** If Municipality terminates its participation in the Urban County CDBG Program, any assets acquired under this Agreement or from CDBG Program funding shall be managed or disposed of in accordance with 24 C.F.R. Volume 1, Subtitle A, Part 85 and any other applicable HUD and/or Federal regulations.
- M. Compliance With Local Laws.** All responsibilities of Municipality enumerated herein shall be subject to applicable State statutes and regulations and Municipality ordinances, resolutions, and rules and regulations insofar as they apply to projects or activities located within Municipality.

III. RESPONSIBILITIES OF COUNTY:

- A. Administrative Oversight.** County, as a designated Urban County and Participating Jurisdiction, is ultimately responsible for the administrative oversight and supervision of all funds. As such, it is responsible for ensuring that all funds allocated to Municipality are expended in accordance with the AAP, all Agreements and/or Contracts, and all applicable Federal, State, and local laws, ordinances, resolutions, regulations, and laws pertaining to this Agreement. It is the intent of County to exercise only that degree of administrative and supervisory control concerning Municipality projects and activities as necessary to comply with such requirements and in accordance with the provisions of this Agreement and any Subrecipient Agreement.
- B. Distribution of Funds.** The distribution of CDBG funds between County and Municipality shall be determined as follows:
- 1. Administrative Allocation.** County shall retain up to twenty percent (20%) of the total CDBG Program funds allocated to County for the purpose of general oversight, management, coordination and related costs. The expenditure of these funds shall be within the sole discretion of County for the aforementioned purposes.
 - 2. Allocations to Participating Jurisdictions.** The funds remaining after the subtraction of the administrative allowance outlined above shall be made available to the County and Participating Jurisdictions.
 - 3. Application Compliance.** All applications for funds must comply with all applicable Federal laws and regulations before any funds may be distributed.
 - 4. Benefit to Low and Moderate Income Residents.** CDBG National Objectives require that at least seventy (70%) of CDBG funds utilized must principally benefit low-to-moderate-income residents. County and Municipality agree to utilize their CDBG Program allocations each year in accordance with CDBG Program National Objective requirements by allocating at least seventy (70%) percent of their funds toward projects or activities that principally benefit low-to-moderate income residents. In preparing applications for funding, Municipality shall also take into consideration provisions for the elimination of slums or blight and provisions to meet

urgent community development needs that are a threat to public health and safety and have become known or serious within the last eighteen (18) months, which are also part of the CDBG Program National Objectives.

IV. MUTUAL RESPONSIBILITIES AND MISCELLANEOUS PROVISIONS:

- A. Compliance With Federal Laws and Regulations.** The Parties shall take all actions to do all things that are appropriate and required to comply with the applicable provisions of the grant agreements received from HUD by County in which Municipality is included. These include but are not limited to: the Act, as most recently amended, including all associated regulations, rules, guidelines, and circulars promulgated by the Federal departments, agencies, and commissions relating to the CDBG Program; the Davis-Bacon Act, as applicable; Section 3, as applicable; Minority-Owned Businesses/Women-Owned Businesses, as applicable; the Contract Work Hours and Safety Standards Act; Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968; the Housing and Community Development Act of 1974; The Fair Housing Act; the Uniform Federal Accessibility Standards (UFAS); the Americans With Disabilities Act (ADA); and the Residential Lead-Based Paint Hazard Reduction Act of 1992, as amended, and any associated regulations and rules. Additionally, in accordance with 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570, no employee, official, agent or consultant of the Municipality shall exercise any function or responsibility in which a conflict of interest, real or apparent, would arise. The Parties shall take all actions necessary to assure compliance with County's Urban County certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.
- B. Governmental Immunity.** County and Municipality are "Public Entities" as defined under the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended. Nothing in this Agreement shall be construed to waive or in any manner limit any of the protections or immunities afforded thereunder.
- C. Fair Housing.** County is prohibited from funding activities that do not comply with HUD's policies and regulations concerning fair housing. Municipality agrees to affirmatively further fair housing. Municipality agrees not to take any actions pursuant to funding it receives under this Agreement that would result in County being in noncompliance with its Fair Housing Certification. Municipality acknowledges that noncompliance by Municipality may constitute noncompliance by County, which may provide cause for funding sanctions or other remedial actions by HUD. Urban County funding shall not be used for activities in, or in support of, any locality that does not affirmatively further fair housing within its own jurisdiction or that impedes County's actions to comply with County's Fair Housing Certification.
- D. Reporting.** Municipality will file all reports and other information necessary to comply with applicable Federal laws and regulations as required by County and HUD. This includes providing to County information necessary to complete the Consolidated Annual

Performance and Evaluation Report (CAPER) in a timely fashion. Requirements will be specified in individual Agreements and/or Contracts. County shall be responsible for confirming the compliance of Municipality projects with applicable Federal laws and regulations. County shall further be responsible for maintaining proper documentation of County's administrative expenses and for determining that all necessary reports and information are filed with HUD and other applicable Federal agencies in a timely fashion.

1. **Support of Nonprofit Organizations.** County recognizes nonprofit organizations as being valuable partners in addressing the needs of low and moderate-income citizens. Municipality is encouraged to provide financial support utilizing its General funds, CDBG funds, and other available funds to support nonprofit organizations that serve low-income residents within the Urban County and/or Municipality. CDBG funds should supplement activities above and beyond what local Municipality funds normally support; they are not meant to displace use of local support.

2. **Termination.** This Agreement may only be terminated as provided herein or as otherwise provided by Federal, State, or local law, ordinance, resolution, regulation, or rule.

E. **Entire Agreement.** This writing, together with the exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter herein, and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.

F. **No Third-Party Beneficiary Enforcement.** It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in the Agreement. It is the express intention of the Parties that any entity other than the Parties receiving services or benefits under this Agreement shall be incidental beneficiary only.

G. **Severability.** If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision to the extent that this Agreement is then capable of execution within the original intent of the Parties.

H. **Modification and Breach.** This Agreement contains the entire Agreement and understanding between the Parties and supersedes any other Agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, notation, renewal, or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the Parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the Party

claimed to have waived or consented. Any consent by any Party, or waiver of, a breach by any other Party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

- I. Prohibition of Fund Use.** The Parties may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act. This requirement is contained in the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act.
- J. Legal Opinion.** The terms and provisions of this agreement are fully authorized under State and local law and the agreement provides full legal authority for the county.
- K. Notices.** All notices required herein shall be mailed via First Class Mail to the Parties' representatives at the addresses set forth below:

MUNICIPALITY:

COUNTY:

IN WITNESS WHEREOF, County and Municipality have duly executed this Agreement, which shall become effective as of the latest date written below.

ATTEST: _____, COLORADO

By: _____,
Clerk

By: _____,
Mayor

ATTEST:

WELD COUNTY Clerk to the Board

**COUNTY OF WELD, STATE OF
COLORADO, by and through the BOARD
OF COUNTY COMMISSIONERS OF THE
COUNTY OF WELD**

By: _____
(Deputy) Clerk to the Board

By: _____
Mike Freeman, Chair

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 12.h

Discussion/Action

Meeting Date: April 22, 2020

Initiated By:

Department: Town Clerk

AGENDA ITEM

Discussion of Meeting Schedule

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 12.i

Discussion/Action

Meeting Date: April 22, 2020

Initiated By:

Department: Town Clerk

AGENDA ITEM

Carbon Valley Half Marathon Donation Options Discussion

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

None

Name	Total Paid
Total 4 RIVERS EQUIPMENT, LLC:	1,025.55
Total ACCENT BRANDING SOLUTIONS:	327.62
Total ACE HARDWARE OF FIRESTONE:	1,361.86
Total ACUITY, LLC:	60,903.59
Total ADAMSON POLICE PRODUCTS:	2,302.23
Total AGFINITY-MEAD:	2,000.00
Total AIMS JUNIOR COLLEGE DISTRICT:	59.31
Total AIRGAS INC:	1,570.24
Total ALAN PLUMMER AND ASSOCIATES, INC:	138,018.08
Total ALBERTSONS/SAFEWAY, INC.:	85.74
Total ANTHEM BLUE CROSS AND BLUE SHIELD:	98,794.55
Total ANYTIME FITNESS:	250.00
Total APEX SHREDDING, INC.:	80.00
Total APPLIED COATINGS TECH., INC:	220.00
Total ASCEND PROJECT MGMT & STORMWATER SVC INC:	6,077.50
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total AUTOZONE STORES LLC:	59.50
Total B K TIRE, INC:	707.61
Total BAREFOOT RESIDENTIAL LLC:	65.05
Total BC INTERIORS:	2,335.16
Total BEARCOM:	9,646.00
Total BENEFIT TECHNOLOGY RESOURCES, LLC:	133.00
Total Black Hills Energy:	4,042.85
Total BROWNSTEIN HYATT FARBER SCHRECK:	15,000.00
Total BUDGET CONFERENCING:	375.69
Total C & W TRUCK AND TRAILER, LLC:	77.70
Total CalAtlantic Group:	168.42
Total CARBON VALLEY HALF MARATHON:	1,000.00
Total CASELLE, INC.:	4,083.00
Total CASI-ASPHALT & CONCRETE:	875.00
Total CENTRAL WELD COUNTY WATER DISTRICT:	21.32
Total CENTRAL WELD COUNTY WATER DISTRICT-TAPS:	166,000.00
Total CENTURY LINK:	655.66
Total CINTAS FIRST AID & SAFETY:	602.33
Total CIRSA:	1,000.00
Total CITY OF GREELEY:	7,743.29
Total CIVIC PLUS, INC:	750.00
Total COALRIDGE ANIMAL HOSPITAL, INC:	477.29
Total COLORADO CIVIL GROUP INC.:	38,777.50

Name	Total Paid
Total COMCAST - PD:	206.72
Total COMMUNICATION CONSTRUCTION & ENGINEERING:	92,129.10
Total COTTONWOOD HOLLOW COMMERCIAL METRO DISTR:	31,224.07
Total Cottonwood Hollow Residential Metro Dist:	27,168.11
Total CROSBIE REAL ESTATE GROUP, LLC:	1,000.00
Total CUSTOM FENCE & SUPPLY:	139.69
Total DANA KEPNER COMPANY, INC.:	9,738.82
Total DBC IRRIGATION SUPPLY:	1,468.97
Total DELTA DENTAL OF COLORADO, INC:	6,176.27
Total DESIGN CONCEPTS CLA, INC:	14,772.50
Total ELECTION SYSTEMS & SOFTWARE:	10,313.50
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	221.40
Total EMPLOYERS COUNCIL SERVICES, INC:	900.00
Total ENVIROTECH SERVICES, INC.:	8,309.35
Total Escrow Deposit Refunds:	1,619.00
Total EXTREME EVENT PRODUCTIONS:	1,250.00
Total FACTORY MOTOR PARTS CO.:	21.42
Total FARIS MACHINERY COMPANY:	62.50
Total FASTENAL COMPANY:	258.01
Total FIRST AMERICAN TITLE CO:	22.01
Total FIRST AMERICAN TITLE INSURANCE COMPANY-E:	102.82
Total FIRST INTEGRITY TITLE COMPANY:	61.72
Total FIRSTBANK:	25,059.13
Total FISCAL FOCUS PARTNERS, LLC:	2,500.00
Total FORCE AMERICA DISTRIBUTING:	435.00
Total FRED DIEHL CONSULTING:	2,950.00
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	549.75
Total FRONTIER BUSINESS PRODUCTS:	1,089.93
Total FRONTIER COMMUNICATIONS CORP (LEASE):	665.81
Total FRONTIER COMPUTER CORP.:	34,718.70
Total G & G EQUIPMENT INC:	8.05
Total GO PLAY INC:	380.00
Total GODDING DITCH COMPANY:	1,448.00
Total GRAINGER:	2,022.89
Total GRAVES CONSULTING LLC:	4,875.00
Total GREAT AMERICAN COFFEE/PUREWATER DYNAMICS:	556.51
Total GREATAMERICA FINANCIAL SERVICES CORP:	128.22
Total GREEN GIRL RECYCLING SERVICES:	232.00
Total HALCYON DESIGN LLC:	24,986.78

Name	Total Paid
Total HARDLINE EQUIPMENT LLC:	136.72
Total HIGHWAY 119 METRO DISTRICT #2:	46.06
Total HOME DEPOT CREDIT SERVICES:	1,492.35
Total HOMELIGHT TITLE:	7.06
Total INTERSTATE BATTERY OF THE ROCKIES:	54.80
Total INTERSTATE FORD:	1,000.68
Total INTERWEST SAFETY SUPPLY, INC.:	131.20
Total JOHNSON AUTO PLAZA:	116.78
Total JRM INC:	546.36
Total KATHLEEN A. OATIS:	1,250.00
Total KB HOME COLORADO INC:	39.86
Total KG CLEAN, INC:	3,766.78
Total KIMBALL MIDWEST:	388.95
Total KINSCO, LLC:	1,498.76
Total L.A.W.S.:	1,183.14
Total LAND TITLE-DENVER-2:	20.93
Total LAST CHANCE DITCH COMPANY:	446.00
Total LAWRENCE JONES CUSTER GRASMICK, LLP:	6,852.28
Total LEONARD RICE ENGINEERS, INC:	24,756.50
Total LINDA D LAUCHLI, PC:	270.00
Total MAIN STREET MAT COMPANY, INC:	177.68
Total MATCO TOOLS:	147.35
Total MCCANDLESS TRUCK CENTER, LLC:	1,203.06
Total MCDONALD FARMS ENTERPRISES, INC:	362.71
Total MCGRANE WATER ENGINEERING, LLC:	82,718.25
Total MCI:	51.66
Total MELODY HOMES INC:	366.37
Total MILE HIGH SHOOTING ACCESSORIES LLC:	478.79
Total MILLER GROUNDWATER ENGINEERING, LLC:	6,790.00
Total MIRACLE RECREATION EQUIPMENT CO.:	3,881.05
Total MTECH MECHANICAL TECHNOLOGIES GROUP:	5,497.50
Total NCSI:	85.50
Total NEW CONSOLIDATED LOWER BOULDER RESERVOIR:	2,552.81
Total NORTHERN COLORADO WATER CONSERVANCY DIST:	36,446.59
Total NP125 Metropolitan District - FURA:	9.80
Total O.J. WATSON COMPANY, INC.:	731.25
Total OFFICE DEPOT INC:	592.18
Total O'REILLY AUTO PARTS:	1,067.80
Total ORKIN PEST CONTROL, INC:	283.44

Name	Total Paid
Total PAUL D. BASSO:	1,800.00
Total PCS MOBILE:	2,702.40
Total PITNEY BOWES INC:	113.02
Total PLAYPOWER:	848.00
Total PRAIRIE MOUNTAIN PUBLISHING:	333.71
Total PSYCHOLOGICAL DIMENSIONS, LLC:	400.00
Total QUICK-SET AUTO GLASS:	285.00
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	323.25
Total REDNECK TRAILER SUPPLY:	504.46
Total RICHMOND AMERICAN HOMES:	63.55
Total RIPTIDE CAR & PET WASH:	544.50
Total ROSA LUCAS:	75.00
Total RPS PLAN ADMINISTRATORS / 24 HOUR FLEX:	699.60
Total RURAL DITCH COMPANY:	6,883.10
Total SAFE BUILT COLORADO INC:	56,508.07
Total SAFELITE AUTO GLASS:	377.97
Total SAFETY AND CONSTRUCTION SUPPLY INC:	856.85
Total SALT LAKE WHOLESALE SPORTS:	45.00
Total SHERWIN WILLIAMS CO.:	510.94
Total SIMPLIFILE:	845.00
Total STEVE BALCEROVICH:	1,250.00
Total STEWART TITLE-DENVER:	26.74
Total SYMBOL ARTS:	60.00
Total THE SPRINGS METROPOLITAN DISTRICT:	496.24
Total THOMSON REUTERS-WEST:	154.35
Total TIMBERLAN, INC:	12,518.75
Total TRACTOR SUPPLY COMPANY:	86.37
Total TRANSWEST TRUCK TRAILER RV:	724.17
Total TRIDENT SECURITY SYSTEMS INC:	235.00
Total UME CUSTOM EMBROIDERY:	7,285.91
Total UNITED POWER:	13,338.29
Total UNITED SITE SERVICES OF COLORADO:	553.00
Total UNIVERSITY AUTO PARTS, INC:	1,752.53
Total UTILITY REFUNDS -1:	125.18
Total VALLI INFORMATION SYSTEMS:	2,368.70
Total VERIZON WIRELESS:	5,480.60
Total VISION GRAPHICS INCORPORATED:	2,292.53
Total WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ:	2,486.12
Total WAGNER WELDING SUPPLY CO.:	24.36

Hours/Units/Types Summary

PC	Title	Hours	Net Type	Amount	Info Type	Amount
1-00	Regular Pay	9,030.16	Direct Deposit Net	393,515.66	Informational	0.00
2-00	Overtime Pay	243.50	Net	1,000.00	Fringe Benefits	459.60
3-00	Paid Time Off & EIB	845.52				
5-00	Call Outs	14.00				
7-00	Holiday, Holiday Worked	820.50				
8-10	PD Grant/Contracts	21.00				
8-00	Miscellaneous Pay	298.00				
8-21	DIS SVC CV 19	8.00				
9-01	Comp Time Earned	20.00				
9-02	Comp Time Used	46.13				
Grand Totals:		<u>11,346.81</u>		<u>394,515.66</u>		<u>459.60</u>

Pay Code Totals - Employee

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
1-01	Regular Pay	476,081.98	8-12	Jury Duty	261.64	61-02	HSA7100	-4,902.66
1-03	Mayor/Trustee	2,000.00	8-13	Military Leave	282.10	61-10	FSA- Dependent Care	-1,369.98
1-04	Temporary	1,881.00	8-16	Employee Bonus	1,390.43	61-11	FSA- Limited Purpose	-206.66
2-00	Overtime	13,854.11	8-20	Retro Pay (non-FPPA)	0.00	61-12	FSA - Medical	-1,738.86
3-01	PTO	22,318.33	8-21	DIS SVC CV19	212.92	62-00	Dental Insurance	-856.60
3-05	PTO Payout	0.00	9-02	Comp Time	1,232.96	63-00	Vision	-303.00
3-10	Contract PTO	0.00	21-00	Cell Phone Stipend	450.00	64-01	Voluntary/Ad Life	-929.80
4-00	EIB	0.00	30-01	Gift Card	0.00	64-03	Child Life	-40.00
5-01	Call Outs	164.62	30-04	Life Ins > 50k	9.60	64-04	Spouse Life	-299.00
5-02	PD Call Outs	314.96	40-00	401k - PERA	-318.84	64-99	Accident Insurance	-675.32
7-01	Holiday	15,007.20	50-01	FPPA 457	-257.40	70-01	Misc Deduction	-122.46
7-02	Holiday Work SW	6,098.32	50-02	FPPA PD Pension	-21,021.57	70-02	Child Support	-837.50
7-03	Holiday Work NSW	1,296.16	50-03	FPPA ROTH	-1,262.64	70-03	Garnishment	-1,420.78
8-01	Misc Pay	0.00	51-01	PERA	-26,556.11	70-04	Equipment	-498.06
8-02	Retro Pay	637.52	51-02	PERA+457	-456.24	74-00	Soc Sec	-806.90
8-04	Bereavement	1,117.31	51-03	PERA Life	-77.50	75-00	Medicare	-7,625.77
8-06	Snow Day	0.00	52-01	ICMA 401a	-250.00	76-00	FWT	-49,446.86
8-07	LTD Reimb	0.00	52-02	ICMA 457b	-290.40	77-00	SWT	-18,195.38
8-08	Pd Admin Leave	8,178.40	60-00	Health Insurance	-16,097.36	85-00	Net Pay - check	1,000.00
8-10	PD Grant	1,215.99	61-01	HSA3550	-2,166.64	86-00	Dir Deposit	393,515.66

Pay Code Totals - Employer

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
50-02	FPPA - Polic	15,288.35	61-01	HSA3550	1,050.00	91-00	Long Term Disability	1,916.43
51-01	PERA	45,477.39	61-02	HSA7100	3,100.00	92-00	Short Term Disability	1,913.81
51-04	PERA AED/SAED	498.08	62-00	Dental Insurance	5,144.50	93-00	Police Pension	5,350.93
52-01	ICMA 401a	1,600.00	63-00	Vision Insurance	806.10	94-00	Basic Life & AD&D	1,141.90
52-02	ICMA 457b	1,615.38	74-00	Social Security	806.90	95-01	Employee Asst Plan	580.28
60-00	Health Insurance	71,079.70	75-00	Medicare	7,625.77	98-00	State Unemployment	1,650.44

Name	Total Paid
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	1,044.00
Total WELD COUNTY INFORMATION TECHNOLOGY:	135.62
Total WESTERN PAPER DISTRIBUTORS INC:	1,503.77
Total WEX BANK:	23,747.68
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	1,224.88
Total WICKHAM TRACTOR CO, Inc:	1,014.79
Total WILLIAMSON & HAYASHI, LLC:	15,140.40
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	1,121.50
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	1,708.53
Total ZETX, INC:	2,000.00
Grand Totals:	1,240,712.82