



TOWN OF FIRESTONE
Board of Trustees Regular Meeting Agenda

December 18, 2024
6:00 PM

9900 Park Avenue, Firestone, CO 80504

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

PRE-MEETING WORK SESSION 5:30 PM IN THE RICHARD E. HART TRAINING ROOM

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

REGULAR MEETING 6:00 PM IN THE MUNICIPAL COURT AND BOARD ROOM

1. **Call to Order & Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
5. **Consent Agenda**
 - a. Approval of November 20, 2024, Meeting Minutes
 - b. **Ordinance 1057**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTION 5.08.100 TASTINGS OF THE FIRESTONE MUNICIPAL CODE
 - c. **Resolution 24-111**: A RESOLUTION OF THE BOARD OF TRUSTEES AND THE TOWN OF FIRESTONE, COLORADO, APPROVING A SCHOOL RESOURCE OFFICER PROGRAM BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE CHARTER ACADEMY.
 - d. **Resolution 24-114**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE 2025 AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE LONGMONT HUMANE SOCIETY, INC.

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

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

- e. **Resolution 24-116**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE INVESTMENT POLICY
- f. **Resolution 24-119**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE WORKING RESERVE POLICY
- g. **Resolution 24-120**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING THE PRESIDING MUNICIPAL COURT JUDGE AGREEMENT
- h. **Resolution 24-121**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND STEPHEN A. JONES FOR LOCAL LIQUOR LICENSE AUTHORITY HEARING OFFICER SERVICES
- i. **Resolution 24-131**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A FINAL PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN BAREFOOT LAKES FILING NO. 7A SUBDIVISION

6. Discussion/Action

- a. **Resolution 24-112** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND TLM CONSTRUCTORS, INC. FOR CONSTRUCTION SERVICES PERTAINING TO THE WELD COUNTY ROAD 20 AND COAL RIDGE DITCH BRIDGE REPLACEMENT PROJECT
- b. **Resolution 24-113** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND LUMIN8 TRANSPORTATION TECHNOLOGIES, LLC FOR CONSTRUCTION SERVICES PERTAINING TO THE NEIGHBORS POINT HAWK TRAFFIC SIGNAL PROJECT
- c. **Resolution 24-115**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, LEVYING GENERAL PROPERTY TAXES FOR THE 2024 TAX YEAR, TO HELP DEFRAY THE COSTS OF

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GOVERNMENT FOR THE TOWN OF FIRESTONE, COLORADO FOR THE
2025 FISCAL YEAR

- d. **Resolution 24-117:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE DEBT MANAGEMENT POLICY
- e. **Resolution 24-118:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE PURCHASING POLICY
- f. **Resolution 24-122:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT FOR LEGAL SERVICES BETWEEN THE TOWN OF FIRESTONE AND BROWNSTEIN HYATT FARBER SCHRECK LLP
- g. **Resolution 24-123:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND POLICY CONFLUENCE INC
- h. **Resolution 24-125:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND LRE WATER, INC.
- i. **Resolution 24-126:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WESTWATER RESEARCH LLC.
- j. **Resolution 24-127:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS TOWN OF FIRESTONE WATER ACTIVITY ENTERPRISE APPROVING THE FILING OF A WATER COURT APPLICATION FOR CONDITIONAL GROUNDWATER RIGHTS OF ALLUVIAL WELL FIELDS
- k. **Resolution 24-128:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE AGREEMENT WITH BURNCO COLORADO, LLC

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- l. Resolution 24-129:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE FOURTH AMENDMENT TO THE TOWN MANAGER'S EMPLOYMENT AGREEMENT
- m. Resolution 24-130:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A FINAL PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN COTTONWOOD HOLLOW 4A SUBDIVISION
- n. Resolution 24-132:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PRESCRIBING THE TOWN OF FIRESTONE'S WATER BASE RATE CHARGES
- o.** Firestone Day at the Capital

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

8. Reports

- a.** Staff
 - 8.a.i.** October and November Monthly Financial Report
 - 8.a.ii.** Community Engagement Manager Update
 - 8.a.iii.** Public Record Requests Administrative Rules (CORA Policy) Update
 - 8.a.iv.** Comprehensive Master Plan Update
- b.** Mayor
- c.** Trustees

9. Adjournment

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

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**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.a

Consent Agenda

Meeting Date: December 18, 2024

Initiated By:

Department: Town Clerk

AGENDA ITEM

Approval of November 20, 2024, Meeting Minutes

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
N/A

ATTACHMENTS

1. November 20, 2024 BoT Special Meeting Minutes DRAFT



TOWN OF FIRESTONE
Board of Trustees Special Meeting
MINUTES
November 20, 2024

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on November 20, 2024, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Conyac called the meeting to order at 06:34 PM

The following were present upon the call of the roll:

Mayor: Don Conyac, Jr.
Mayor Pro-tem: Frank A. Jimenez
Trustees: Linda J. Haney
Ray Byrd
Matt Holcomb
Lorna Morton
Sean Doherty

2. Pledge of Allegiance

Mayor Conyac led the pledge of allegiance.

3. Approval of Agenda

Motion by Trustee Doherty, **second** by Mayor Pro Tem Jimenez, to Approve Approval of Agenda All in Favor, **Motion carried.**

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

Ray Anderson, a Firestone resident, expressed concern about the number of animals at 463 Grant St.

Robert Lozinski, a Firestone resident, also expressed concern about the number of animals at 463 Grant St.

Becky Duckworth, a Firestone resident, addressed the absence of Exhibit A to Resolution 24-110.

5. Consent Agenda

Motion by Trustee Morton, **second** by Trustee Byrd, to Approve Consent Agenda All in Favor, **Motion carried.**

a. Approval of November 13, 2024, Meeting Minutes

6. Discussion/Action

- a. **Resolution 24-110:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE FIRESTONE URBAN RENEWAL AUTHORITY, THE TOWN OF FIRESTONE AND TARGET CORPORATION.

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Doherty, to Approve **Resolution 24-110:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE FIRESTONE URBAN RENEWAL AUTHORITY, THE TOWN OF FIRESTONE AND TARGET CORPORATION.

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Haney, Trustee Morton, Trustee Byrd, Trustee Doherty

No: None

Abstain: None

Motion carried

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

No members of the public came forward for public comment.

8. Reports

9. Executive Session

- a. An executive session pursuant to C.R.S. 24-6-402 (4)(e)(I) to determine positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators regarding a development plan for Central Park.

Motion by Trustee Doherty, **second** by Trustee Haney, to go into Executive Session pursuant to C.R.S. 24-6-402(4)(e)(I) to determine positions relative to matters that may be subject to negotiations, develop strategies for negotiations, and instruct negotiators regarding a development plan for Central Park.

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Haney, Trustee Morton, Trustee Byrd, Trustee Doherty

No: None

Abstain: None

Motion carried

- b. An executive session pursuant to C.R.S. 24-6-402 (4)(e)(I) to determine positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators regarding the purchase of real property within the Town.

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Doherty, to go into Executive Session pursuant to C.R.S. 24-6-402(4)(e)(I) to determine positions relative to matters that may be subject to negotiations, develop strategies for negotiations, and instruct negotiators regarding the purchase of real property within the Town.

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Haney, Trustee Morton, Trustee Byrd, Trustee Doherty

No: None

Abstain: None

Motion carried

10. Adjournment

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Haney, to adjourn. All in Favor, **Motion carried.**

Introduced and Approved the 18th of December, 2024.

TOWN OF FIRESTONE, COLORADO

ATTEST

Don Conyac, Jr., Mayor

Missy Carranco,
Deputy Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.b

Consent Agenda

Meeting Date: December 18, 2024

Initiated By: Miriam Luna Gonzalez

Department: Town Clerk

AGENDA ITEM

Ordinance 1057: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTION 5.08.100 TASTINGS OF THE FIRESTONE MUNICIPAL CODE

RECOMMENDATION

Staff recommends approval of Ordinance 1057.

SUMMARY

Pursuant to SB 24-231, the state legislature amended the Colorado Liquor Code, C.R.S. 44-3-301. Thus, the Town must amend its tasting ordinance to reflect the requirements for conducting tastings.

The amendment includes authorizing tastings to commence at 10:00 am and permitting off-premises retailers to conduct tastings subject to certain requirements.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
N/A

ATTACHMENTS

1. Ordinance 1057 Tastings Ordinance

ORDINANCE NO. 1057

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO,
AMENDING SECTION 5.08.100 TASTINGS OF THE FIRESTONE MUNICIPAL CODE**

WHEREAS, pursuant to SB 24-231 the state legislature amended the Colorado Liquor Code C.R.S. 44-3-301 including those' pertaining to authorize tastings to commence at 10:00 am and to permit off-premises retailers to conduct tastings subject to certain requirements; and

WHEREAS it is thus necessary for the Town to amend its tastings ordinance.

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

Section 1. Section 5.08.100(B)(3) Tastings of the Firestone Municipal Code is amended to provide:

(e) Tastings shall be conducted during the operating hours in which the licensee on whose premises the tastings occurs is permitted to sell alcohol beverages and in no case earlier than 10:00 a.m. or later than 9:00 p.m.

(n) An off-premises retailer may conduct a tasting of alcohol beverages from the off-premises retail licensee's existing inventory.

(o) Off-premises retailers may hold tastings, subject to restrictions as to the serving size of any sample and overall amounts of all alcohol beverages that are tasted. The total amount of alcohol beverages to be sampled at a tasting shall be limited to, regardless of the number of items being tasted not more than four ounces of malt liquor, four ounces of vinous liquor, and two ounces of spirituous liquors per customer per day.

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

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

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

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN
FULL this 18th day of December 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac, Jr. Mayor

ATTEST:

APPROVED AS TO FORM:

Missy Carranco, Deputy Town Clerk

William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.c

Consent Agenda

Meeting Date: December 18, 2024

Initiated By: David Angelo

Department: Police

AGENDA ITEM

Resolution 24-111: A RESOLUTION OF THE BOARD OF TRUSTEES AND THE TOWN OF FIRESTONE, COLORADO, APPROVING A SCHOOL RESOURCE OFFICER PROGRAM BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE CHARTER ACADEMY.

RECOMMENDATION

Staff recommends approval of Resolution 24-111

SUMMARY

The approval of Resolution 24-111 continues the School Resource Officer (SRO) program, whereby the Firestone Police Department will continue to assign one full-time police officer to serve as an SRO at the Firestone Charter Academy during the 2024-2025 school year. The Firestone Police Department has provided an SRO to the Firestone Charter Academy for the past 5 years.

FINANCIAL CONSIDERATIONS

This agreement updates the salary and benefit costs of the assigned School Resource Officer for the 2024-2025 school year. The Firestone Charter Academy agrees to pay \$51,905.56 to the Town, which amount is equal to one-half of SRO's annual salary and benefits prorated for a nine (9) month school period.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees previously approved Resolution 23-107 on October 25, 2023, approving the agreement between the Town and Firestone Charter Academy to provide one School Resource Officer during the 2023-2024 school year.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Maintain a Safe, Clean & Beautiful Town

ATTACHMENTS

1. Firestone SRO Contract 24-25
2. Firestone Charter School SRO Resolution 24-111

**AGREEMENT BETWEEN
THE TOWN OF FIRESTONE AND
FIRESTONE CHARTER ACADEMY
FOR A SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT (Agreement) is made by and between the TOWN OF FIRESTONE (Town) and FIRESTONE CHARTER ACADEMY (School).

WHEREAS, the Town the School, and the community are significantly impacted by the demands placed upon them to address incidents and situations directly or indirectly related to juveniles and the schools; and

WHEREAS, the problems of delinquency, alcohol and substance abuse, gang involvement, and other youth related problems which negatively affect the community and the schools can best be addressed in a proactive and preventive manner; and

WHEREAS, the Town and the School have jointly developed a school resource officer program to provide a school-based approach to the development of a positive relationship between students and the police and the prevention of delinquency, alcohol and substance abuse, and gang involvement by our community's young people; and

WHEREAS, such programs are recognized as being effective in the development of a positive relationship between law enforcement, faculty, and young people and in the prevention of delinquency;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the covenants and agreements below appearing, the parties agree as follows:

**I.
SCOPE OF SERVICES**

- A. The Town shall provide a School Resource Officer ("SRO") who shall be assigned to work with the administration, faculty, and students of the School, and may perform functions including, but not limited to, the following:
1. Assist in the prevention and control of crime, delinquency, truancy, and disorder on the campuses and in the immediate area of the schools if students are involved.
 2. Conduct or assist in the investigation of offenses on campus.
 3. Provide presentations and available educational resources in the following areas: alcohol and substance abuse, law-related education, criminal justice system orientation, delinquency prevention, gang involvement and awareness, and community responsibility, for students, parents, and other groups associated with the schools.
 4. As requested by Schools' staff, provide instructional resources for classroom presentations, as time permits.

5. Enforce state statutes and municipal codes as appropriate.
6. Appear in court and assist in prosecution and other judicial processes as appropriate.
7. Assist in the coordination of efforts of other enforcement agencies on the School's campuses.
8. Provide visible presence on the School's campuses.
9. Assist campus monitors with appropriate monitoring and enforcement in the parking lots and other School grounds.
10. Attend School-related functions during normal classroom hours. The SRO may be asked to adjust their hours from time to time to attend social events such as school dances and sporting events, etc. This type of adjustment is generally reserved for the Middle School. Such service will not replace security and off-duty work already in place.
11. Contribute to the positive police-school-community relation efforts, especially as these efforts relate to students and parents.
12. Provide a monthly report of activities to the School Security Director.

II. PROGRAM ADMINISTRATION

- A. **Employment.** The SRO shall be a regular employee and certified peace officer of the Town. The SRO will be subject to the ordinances, policies, procedures, rules, regulations, directives, and orders of the Town. The SRO also will comply with the policies and regulations of the School, to the extent that such policies and regulations are not in conflict with those of the Town; are not in conflict with other terms contained herein or with direction of the Town; and are not in conflict with federal, state or Town laws.
- B. **Salary and Benefits.** The SRO will receive salary and benefits and regulation issued equipment and supplies from the Town. The School Resource Officer Program at FCA is funded by the Town and the School. The School agrees to pay **\$51,905.56** to the Town, which such amount is equal to one-half of the SRO's annual salary prorated for a nine (9) month school period and which such amount is payable not more than 30 days after this Agreement has been executed.
- C. **Schedule.** The SRO will work a schedule that is established pursuant to and consistent with Town's policies and procedures, and subject to the Fair Labor Standards Act. Except as otherwise provided in this Agreement, during times when the School is in session, the SRO unless otherwise excused will be on site for the entire School calendar day. In the event of an emergency, as determined solely by the Town, the SRO may be required to leave the School.
- D. **Supervision.** The SRO's supervisor will be responsible for maintaining contact with the School's principal, administration, and management staff. The SRO will work closely with School administrators and faculty to determine the most effective use of the SRO's

time and expertise, but shall not be subject to the supervision or direction by the School, its officers, agents, or employees.

- E. **Performance Appraisal.** The SRO's supervisor will accept input from the Schools' principal or their designees regarding the SRO's performance.
- F. **Vehicle; Facilities.** As necessary to the duties of the position, and subject to availability, the SRO will be provided on-duty use of a Town vehicle. The School shall provide the SRO with access to office facilities at the School appropriate to the conduct of their on-site duties.
- G. **Liability Coverage.** The Town and the School shall exchange evidence of insurance showing general liability coverage for the School and general liability and law enforcement liability coverages for the Town in at least the minimum amounts of the per occurrence and aggregate liability limits of the Colorado Governmental Immunity Act, for protection from claims for bodily injury, death, property damage, or personal injury which may arise through the performance of this Agreement. Such evidence shall be approved by each recipient, through respectively, the Town's Town Manager and School's Principal, prior to the commencement of this Agreement.
- H. **Termination.** This Agreement may be terminated without cause by either party upon 30 days' written notice. Upon termination, any funds provided by the School shall be prorated and returned to the School. Notice shall be given to the Town's Chief of Police or the School's Principal as appropriate.
- I. **Entire Agreement.** This Agreement contains the entire agreement of the parties. Amendments of this Agreement may be made only in writing and signed by the parties.
- J. **Relationship of the Parties.** It is mutually agreed and understood that nothing contained in this Agreement is intended or shall be construed as in any way establishing the relationship of co-partners or a joint venture between the Town and the School, or as construing the School, including its officers, agents, volunteers and employees, as an agent of the Town, or as construing the Town, including its officers, agents, volunteers and employees, as an agent of the School. The School shall not represent that the SRO is an employee or agent of the School in any capacity. The SRO shall not represent that they are an employee or agent of School in any capacity.
- K. **Third Party Beneficiaries.** None of the terms or conditions in this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Town or School receiving services or benefits under this Contract is only an incidental beneficiary.
- L. **Colorado Governmental Immunity Act.** Nothing herein shall be deemed a waiver by the parties of the monetary limitations or immunities, rights, and protection afforded each in accordance with the Colorado Governmental Act C.R.S. 24-10-101 et seq. as same may be amended from time to time.

III.
TERM OF AGREEMENT

The terms of this Agreement shall be effective August 1 2024 and shall continue through May 31 2025 unless sooner terminated as provided herein.

EXECUTED THIS _____ DAY OF _____, 2024

TOWN OF FIRESTONE

FIRESTONE CHARTER ACADEMY

By: _____
Don Conyac Jr
Mayor

By: _____
Jessica Cervantes
Principal

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

RESOLUTION NO. 24-111

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING THE 2024-2025 AGREEMENT
BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE CHARTER
ACADEMY FOR A SCHOOL RESOURCE OFFICER PROGRAM**

WHEREAS, The Firestone Police Department and the Firestone Charter Academy agree that their School Resource Officer Program (“Program”) provides a successful school-based approach to the development of a positive relationship between students and the police and aids in the prevention of delinquency, alcohol and substance abuse;

WHEREAS, the parties thus desire to continue the Program through May 31, 2025; and

WHEREAS, the Board of Trustees finds that the Program is of benefit to the community and enhances the relationship of the parties.

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

The 2024-2025 Agreement between the Town of Firestone and Firestone Charter Academy for a School Resource Officer Program 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 18th day of December 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr. Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.d

Consent Agenda

Meeting Date: December 18, 2024

Initiated By: David Angelo

Department: Police

AGENDA ITEM

Resolution 24-114: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE 2025 AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE LONGMONT HUMANE SOCIETY, INC.

RECOMMENDATION

Staff recommends approval of Resolution 24-114.

SUMMARY

Resolution 24-114 approves the Agreement between the Town of Firestone and the Longmont Humane Society, Inc. (LHS) to provide essential animal shelter and impoundment services to the Firestone Police Department and our community. The contract outlines the responsibilities of the LHS, including maintaining a shelter facility for impounded animals, providing veterinary care for animals under its care, and ensuring humane treatment in accordance with Town ordinances and Colorado state laws.

The contract will cover the term from January 1, 2025, through December 31, 2025,

The agreement acknowledges the importance of the LHS role in maintaining public health, safety, and welfare by providing humane care for animals. The Town recognizes LHS as an appropriate designated shelter and is committed to continuing this partnership for the benefit of the Firestone community.

FINANCIAL CONSIDERATIONS

This Agreement stipulates that the Town will pay \$75,297.00 from its 2025 budget to the Longmont Humane Society in twelve equal monthly installments. This expenditure was included in the police department's 2025 budget, which was presented to the Board of Trustees and subsequently approved on November 11, 2024.

HISTORY AND PREVIOUS BOARD ACTION

The Board approved Resolution 23-124 on December 13, 2023 approving the 2024 Agreement between the Town and Longmont Humane Society.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Maintain a Safe, Clean & Beautiful Town

ATTACHMENTS

1. 2025 Firestone Longmont Humane Society Contract
2. Resolution 24-114 Longmont Humane Society

**2025 CONTRACT BETWEEN THE TOWN OF FIRESTONE
AND THE LONGMONT HUMANE SOCIETY, INC.**

THIS contract is made and entered by and between the Town of Firestone, a Colorado statutory municipal corporation (Town), and the Longmont Humane Society, Inc., a Colorado non-profit corporation (Society);

WHEREAS the Society provides the services stated in **DUTIES** to the Firestone community; and

WHEREAS for the Society to function properly and provide important services to the Firestone community, it is necessary to provide funds to Society for its services which are deemed to be both desirable and essential for the immediate protection and preservation of the public health, safety, and general welfare of the citizens of Firestone; and

WHEREAS the Society has established and is maintaining a shelter and impoundment facility where animals which have been impounded pursuant to Town ordinances are cared for or disposed of pursuant to said ordinances; and

WHEREAS the Town believes that the Society is an appropriate designated animal shelter and interested in the humane care and treatment of animals; and

WHEREAS the Society is willing to furnish the services identified in **DUTIES** on behalf of the Town and the Town may, as authorized by ordinance, contract for such services.

NOW, THEREFORE, to provide necessary services for the benefit of the Town and its inhabitants, the Town and the Society mutually agree as follows:

TERM. The term of this contract is from January 1, 2025 through December 31, 2025; thereafter, the Agreement shall be automatically extended or renewed without further Town Board approval for the next and each succeeding calendar year, unless terminated by either the Town or the Society.

DUTIES: Society agrees to provide the services described below. The Town has authorized \$75,297 in its 2025 budget to provide the services described in this contract. The Town shall pay said \$75,297 in twelve equal monthly installments of \$6,274.75 each to be made no later than the 10th of each month during the term of this contract. It is the understanding of the parties that the payments identified herein shall constitute the total compensation payable by the Town for the services identified herein and provided by Society.

The Society shall be entitled to collect from the owner or keeper of an animal all reasonable and necessary costs associated with providing emergency treatment of an impounded animal.

The Society agrees to furnish and provide the following:

- All physical plant facilities and equipment necessary for the efficient, humane, and effective operation of an animal shelter in compliance with all Town ordinances and laws of the State of Colorado thereto applicable;

- Competent veterinary medical care for all animals impounded at its facility through the availability of the professional services of a doctor of veterinary medicine licensed to so practice in the State of Colorado; and
- All medical supplies, professional instruments, and equipment necessary for the efficient and effective operation of an animal shelter, along with such facilities as may be required for the disposal of dead animals consistent with public health and safety.

In operating and managing the animal shelter, the Society, shall:

- Conduct the operations of said animal shelter within and upon the premises generally described as the Longmont Humane Society, Longmont, Colorado;
- Maintain such facilities of the Society in a clean and sanitary condition;
- Accept from Town employees or private citizens for impoundment, dogs, cats and other domestic small mammal companion animals. No barnyard, reptiles, birds or other animals are provided for within this contract. The Society shall also accept such dead animals from any Town employee. The Town, however, shall be responsible for obtaining veterinary services for any animal injured or in immediate need of veterinary care prior to submittal of such animal by the Town for impoundment to the Society as may be required, such initial treatment to be at the sole expense of the Town. In such circumstances, the Town shall complete a Found Report and submit to the Society.
- Establish, keep and maintain a daily register of all animals placed by the Town into and released from the animal shelter; provide whatever form(s) deemed necessary by the Society for recording information on all impounded animals;
- Not release or otherwise dispose of any living domestic animal placed by the Town with the Society, until all fees prescribed and applicable state laws have been satisfied;
- Each animal impounded and placed with the Society pursuant to this contract may be reclaimed by the owner during the impoundment period upon verification of ownership. For dogs and cats, the owner must first show proof of current, valid rabies vaccination as required by the Town's Municipal Code. If not available, the Society will offer for purchase a prepaid rabies voucher to be redeemed at the LHS Well Pet Clinic for the owner to later vaccinate their animal. If the owner declines, the Society may still release the animal to the owner.

ACCEPTANCE OF STRAY ANIMALS. The Town acknowledges that the Society accepts stray or abandoned animals brought to the Society by the citizens of Firestone, including animals received from Firestone Police Department personnel in the performance of their duties. Funding for this responsibility is included in this contract under **DUTIES**. The Society shall be entitled to collect from the owner or keeper of an animal, all reasonable and necessary costs associated with providing emergency treatment of an impounded animal. The Society does NOT accept reptiles and amphibians.

INTEGRATED AGREEMENT AND AMENDMENTS. This contract is an integration of the entire understanding of the parties with respect to the matters set forth herein. This contract

cannot be altered or amended except in writing, and signed by duly authorized representatives of the respective parties.

STATUS OF SOCIETY. The Society shall perform all services under this contract as an independent entity and not as an agent or employee of the Town. It is mutually agreed and understood that nothing contained in this contract is intended or shall be construed as in any way establishing the relationship of co-partners or joint ventures between the parties hereto, or as construing the Society, including its agents and employees, as an agent of the Town. The Society shall remain an independent and separate entity. The Society shall not be supervised by any employee or official of the Town, nor will the Society exercise supervision over any employee or official of the Town. The Society shall not represent that Society is an employee or agent of the Town in any capacity. **The Society is not entitled to Town workers' compensation benefits and is obligated to pay federal and state income tax on money earned pursuant to this contract, if applicable.**

PERSONNEL. Society agrees to provide competent personnel with expertise in the delivery of the scheduled services to achieve and maintain a highly professional and competent level of services.

INDEMNITY. The Society shall fully indemnify and hold the Town harmless from all claims, actions, suits, liability, losses, costs, expenses and/or damages of any kind whatsoever which may occur to or be suffered by any person (including, but not limited to the Society, its agents, employees, Society's tenants, invitees, licensees, successors or assigns) arising out of or in connection with its use and occupation of any Town facilities and/or any activities undertaken pursuant this contract, except only for those losses resulting solely from the negligence of the Town. Upon commencement of any such suit or action against the Town, the Society shall provide prompt notice to the Town, and shall defend the same at its own cost and expense. If a judgment shall be rendered against the Town in such an action or suit, the Society shall fully satisfy the judgment within ninety (90) days after the same has been conclusively determined.

TERMINATION. This contract may be terminated at the sole discretion of the Town for any violation by the Society of any of the terms and conditions of this contract, including the reduction or discontinuance of the services listed in **DUTIES**. This contract shall be subject to termination by either party in the event of the failure of the other party to perform any of the terms herein set forth. In such event, written notice shall be given to the other, and if the conditions of noncompliance specified in such notice are not corrected to the reasonable satisfaction of the non-breaching party within 60 days of the date of such notice, this contract shall be terminated and of no further effect at the option of the party not in default of the terms herein contained. Notice shall be mailed to the respective parties at the following addresses unless written notice of change of address is given:

Town

Town of Firestone
9950 Park Ave
Firestone, Colorado 80504

Society

Chief Executive Officer
Longmont Humane Society, Inc.
9595 Nelson Road
Longmont, Colorado 80501

PROVISIONS CONSTRUED AS TO FAIR MEANING. The provisions of this contract shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question.

HEADINGS FOR CONVENIENCE. All headings, captions and titles are for convenience and reference only, and of no meaning in the interpretation or effect of this contract.

COMPLIANCE WITH ORDINANCES AND REGULATIONS. The Society shall perform all obligations under this contract in strict compliance with all federal, state, and Town laws, rules, statutes, , ordinances, and regulations applicable to the performance of the Society's services under this contract, and specifically, shall not discriminate against any person on the basis of age, ancestry, color, creed, sex, race, religion, national origin, disability, or as otherwise prohibited by law.

NO IMPLIED REPRESENTATIONS. No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this contract.

NO THIRD PARTY BENEFICIARIES. None of the terms or conditions in this contract shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Town or the Society receiving services or benefits under this contract shall be only an incidental beneficiary.

FINANCIAL OBLIGATIONS OF TOWN. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X Section 20. Notwithstanding any provision of this contract the Town's obligations under this contract are subject to annual appropriation by the Town's Board of Trustees. Any failure of a Board of Trustees to appropriate adequate monies to fund the Town's obligations under this contract shall terminate the contract at such time as then existing appropriations are depleted. The Town shall promptly provide Society of any event of non-appropriation.

WAIVER. No waiver of any breach or default under this contract shall be a waiver of any other or subsequent breach or default.

SEVERABILITY. Invalidation of any specific provisions of this contract shall not affect the validity of any other provision of this contract.

GOVERNING LAW. This contract shall be governed and construed in accordance with the laws of the State of Colorado.

GOVERNMENTAL IMMUNITY. The Town and its officers, officials, and employees are relying upon and do not waive by any provision of this contract the monetary limitations and other rights, immunities and protections afforded them by the Colorado Governmental Immunity Act C.R.S. 24-10-101 et, seq. as same may be amended or otherwise available in law or equity.

AUTHORITY. The parties warrant that they have taken all actions necessary or required by their own procedures, bylaws, or applicable law, to authorize their respective signatories to sign this contract for them and to bind them to its terms.

DAMAGES FOR BREACH OF CONTRACT. In addition to any other legal or equitable remedy, the Town may be entitled to for a breach of this contract, if the Town terminates this contract, in whole or in part, due to Society's breach of any provision of this contract, Society shall be liable for actual and consequential damages to the Town.

Executed this _____ day of _____, 2024.

TOWN OF FIRESTONE

LONGMONT HUMANE SOCIETY

Mayor Don Conyac Jr.

Chief Executive Officer

State of _____)

) ss:

County of _____)

The foregoing instrument was acknowledged before me by _____,
(Name of party signing)

as _____ of Longmont Humane Society, Inc., a _____ Colorado
(Title of party signing) (Name of corporation) (State of incorporation)

Non-profit corporation, on behalf of the corporation, this __ day of _____, 202__.

Witness my hand and official Seal.

My Commission expires _____.

Notary Public

RESOLUTION NO. 24-114

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING THE 2025 AGREEMENT FOR
ANIMAL SHELTER SERVICES BETWEEN THE TOWN OF FIRESTONE
AND THE LONGMONT HUMANE SOCIETY INC**

WHEREAS, the Town of Firestone Police Department recommends that the Town of Firestone (“Town”) continue its agreement for animal shelter services with the Longmont Humane Society Inc as it provides for the humane treatment and veterinary services of animals impounded within the Town pursuant to Title 6 of the Firestone Municipal Code.

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

The 2025 Agreement between The Town of Firestone and the Longmont Humane Society Inc for animal shelter services 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 18th day of December, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.e

Consent Agenda

Meeting Date: December 18, 2024

Initiated By: Jessica Clanton

Department: Finance

AGENDA ITEM

Resolution 24-116: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE INVESTMENT POLICY

RECOMMENDATION

Staff recommends approval of Resolution 24-116

SUMMARY

It is the Finance Department's practice to review all policies every two years. The previous investment policy was reviewed in 2022. Jessica Clanton, Finance Director, reviewed the policy and did not note any necessary changes to this Investment Policy. Morgan Stanley, our Investment Management Advisors, also reviewed the policy and confirmed that no changes are necessary at this point.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

At the Finance Committee meeting on November 20, 2024 the policy was presented to the committee and with a vote of 4 for and 0 against, it was recommended that it be taken to the Board. Please see the attached Memo of Recommendation from the Finance Committee. On June 8, 2022, the Board of Trustees approved the Investment Policy after recommendation by the Finance Committee.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Uphold Fiscal Integrity

ATTACHMENTS

1. 24-116 Resolution
2. INVESTMENTPOLICY_2024
3. Memorandum of Recommendation - Investment Policy - 11-20-2024

RESOLUTION NO. 24 - 116

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE
INVESTMENT POLICY**

WHEREAS, the Town of Firestone has previously adopted the Investment Policy for the Town; and

WHEREAS, the Board of Trustees finds that such policy should be updated and that the adoption of a current Investment policy will promote and support the efficient and effective use of Town resources and promote the best interests of the Town; and

WHEREAS, there has been presented to the Board of Trustees for adoption a proposed Investment policy, which has been developed through the collaborative efforts of the Town Manager, Director of Finance and consultants; and

WHEREAS, the Board of Trustees finds that the adoption of such policy is authorized by law; and

WHEREAS, the Board of Trustees finds that the proposed Investment Policy is solely in support of the Town's fiscal responsibilities; and

WHEREAS, the Board of Trustees by this Resolution desires to adopt said policy;

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

Section 1. The Board of Trustees hereby approves and adopts the Town of Firestone Investment Policy, which is attached to this Resolution.

Section 2. All resolutions and policies or portions thereof previously adopted that are inconsistent or conflicting with the policy adopted by this Resolution are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ AND ADOPTED this 18th day of December 2024

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

TOWN OF FIRESTONE INVESTMENT POLICY

ADOPTED DECEMBER 2024

The Town of Firestone (Town) understands the need to adopt an investment policy to establish parameters and guidelines for the efficient management of the Town's funds and for the purchase and sale of investments. This policy applies to the investments of all funds of the Town. Except for funds held in trust or special funds that are otherwise specifically provided for, the Town will consolidate the balances from all funds to maximize investment earnings and meet the liquidity requirements of the Town subject to the primary objective of providing security of principal amounts. This policy supersedes any and all previous investment policies adopted by the Town. The Town has established the following fiscal policy related to investments.

OBJECTIVES

It is the policy of the Town to invest idle public funds in a manner to meet the daily cash flow demands of the Town with the primary objectives, in priority order, being:

- Liquidity sufficient to meet cash flow requirements as defined by allocation of assets
 - Preservation of Principal
 - Market rate of return commensurate with risk tolerance
-
- **LIQUIDITY** - The investment portfolio shall retain sufficient liquidity to meet all of the Town's operating requirements that may be reasonably anticipated during the annual budget cycle. Investments shall be managed in order to avoid, although not prohibit, the need to sell securities in order to meet anticipated cash flow needs. Since all possible cash demands cannot be anticipated, the investment portfolio should contain a significant quantity of securities with active secondary markets. As such, at least ten percent (10%) of the investment portfolio will be invested in overnight instruments, money market funds, Colorado local government pools, or in marketable securities which can be sold to raise cash with one business days' notice.
 - **PRESERVATION OF PRINCIPAL** - Preservation of principal is the next objective for the Town's investment portfolio. The portfolio should be managed in a manner that seeks to ensure stability of the overall investment portfolio by mitigating the following risks:
 - **CREDIT DEFAULT RISK** - The Town will minimize credit default risk, or loss due to the failure of the investment issuer or backer. By monitoring credit risk by restricting the minimum credit ratings on securities that may be purchased and through portfolio diversification, exposure to any one security type or issuer is minimized. As such, the Town shall place reliance upon Nationally Recognized Statistical Rating Organizations (NRSRO) in evaluating credit risk of obligations not issued by the U. S. government and Federal Instrumentality's (Agencies and Government Sponsored Enterprises).
 - **INTEREST RATE RISK** - The Town will minimize its interest rate risk, by employing an asset allocation strategy for portfolio management based on the Town's liquidity needs, structuring the portfolio to first meet the cash requirements of the Town's ongoing operations, thereby mitigating the need to liquidate securities at a loss prior to maturity. The investment portfolio will be divided into three categories, Cash (overnight liquidity), Core Operating, and Reserves.
 - Cash is available to meet daily and unforeseen liquidity needs.
 - Core Operating is invested to meet budgeted cash demands throughout the fiscal year.

- Reserves are generally not scheduled to spend and may be invested longer term.
 - **CONCENTRATION RISK** - The Town will minimize concentrated credit risk by diversifying its investment portfolio so that the impact of potential losses from any one type of security or issuer will be minimized. Investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments are excluded from this requirement.
 - Issuers not described in the preceding paragraph will be limited to 5% portfolio exposure per issuer, to include all security types, i.e. commercial paper, banker's acceptance and corporate debt.
- **RETURN ON INVESTMENT** - The investment portfolio shall be designed and managed with the objective of attaining a market rate of return throughout interest rate cycles, considering the investment risk constraints and liquidity needs described within 'Liquidity' paragraph above. Return on investment is of secondary importance compared to liquidity and preservation of principal. Portfolio investments are limited to relatively low risk securities. Portfolio return objective is a fair, albeit lower, return relative to the risk being assumed. The portfolio return shall be measured vs. a benchmark with characteristics commensurate with the investment policy and asset allocation of the portfolio based on the Town's cash flow requirements; examples include 2 year Constant Maturity Treasury Index, ICE BAML Government and Corporate Indexes and may be blended or modified as the portfolio grows and duration increases, as authorized by the Finance Director.

DELEGATION OF AUTHORITY

Authority to oversee and manage the Town's investment program is granted to the Town's Finance Director. Responsibility for the operation of the investment portfolio may be delegated to Finance Department staff and/or investment advisor, acting in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy along with the procedures established by the Finance Director. The Finance Director will be responsible for all investment transactions undertaken and shall establish a system of controls to regulate the activities of any Finance Department staff or the investment advisor.

AUTHORIZED INVESTMENTS

The Town's authorized investments shall consist of the following:

- U.S. government obligations, U.S. government agency obligations and U.S. government instrumentality obligations that have an active, liquid market.
- Any U.S. dollar denominated corporate or bank debt issued by a corporation or bank which is organized and operated with the United States with net worth in excess of two hundred fifty million dollars; except that the notes evidencing the debt must mature within three years from the date of settlement. At the time of purchase, the debt must carry at least two credit ratings from any of the nationally recognized credit agencies and must be rated at least "AA- or Aa3" or the equivalent by any two NRSRO credit rating agencies. Concentration in this sector is limited to 30% of the book value of the Town's investments at the time of purchase, with no more than 5% of the book value concentrated in any single obligor regardless of investment type.

- Commercial paper rated A-1, P-1, or their equivalent by any nationally recognized credit rating agencies. Total portfolio credit exposure shall not exceed 30% of the book value of the Town's investment portfolio with no greater than 5% total portfolio exposure to any single issuer at the time of purchase.
- Securitized Certificates of Deposit, including Yankee CDs, and bankers acceptances, the issuers of which are banks organized under U.S. laws or their parent companies, are rated A-1, P-1 or their equivalent by any NRSROs. Total credit exposure including Authorized Investments 2, 3, 4 and shall not exceed 50% of the Town's total portfolio value.
- Repurchase agreements and reverse repurchase agreements may be enacted with approved dealers with whom the Town has signed a master agreement governing such transactions, and must mature within 90 days. U.S. Treasury, agency, or instrumentality securities must collateralize any such transactions, the market value of which shall be at least 102%. Securities collateralizing such transactions shall be held by a tri-party custodian.
- Municipal bonds can include the general obligation or revenue bonds of any state of the United States, the District of Columbia, or any territorial possession of the United States or of any political subdivision, institution, department, agency, instrumentality, or authority of any such governmental entities. No security may be purchased pursuant to this paragraph unless, at the time of purchase, the security is rated in one of the three highest rating categories by any NRSRO(A3/A-or better Colorado issuers, AA3/Aa- or non-Colorado issuers)Municipal bonds shall not exceed 25% of the total par value of the Town's investment portfolio.
- Guaranteed investment contracts of domestically-regulated insurance companies having a claims-paying ability rating AAA or its equivalent by any nationally recognized credit rating agencies.
- Money market mutual funds and local government investment pools as permitted by Colorado statute, provided that such funds are either registered with the SEC or rated AAA by any NRSRO.

INTEREST EARNINGS

Investment income will be allocated to the various funds based on the respective participation of capital in the overall investment portfolio, unless otherwise decided upon by the Finance Director.

INVESTMENT LIMITATIONS

The Town will adhere to the following investment limitations:

- **DIVERSIFICATION** - The Town's investments shall be diversified by:
 - Limit investments in securities from a specific issuer (excluding U.S. Treasury and Government Sponsored Entity (GSE) securities) to 5%.
 - Limit investment in securities to those with minimum credit ratings as follows:
 - AA3/AA- or equivalent corporate and GSE issues
 - A3/A- Colorado state and local government issues
 - To the extent possible, match maturities with cash flow requirements; assure liquidity when needed.
 - Limit portfolio sector concentration to:
 - Maximum 25% municipal securities, 5 year max maturity
 - Maximum 50% corporate issuers, 3 year max maturity
 - Maintain a portion of the Town's investment portfolio in readily available asset classes including local government investment pools (LGIPs), money market funds, overnight repurchase agreements and marketable securities to ensure that appropriate liquidity is maintained to meet the Town's ongoing obligations.

- **MATURITY** - To the extent possible, the Town shall match its investments with anticipated cash flow needs. Unless matched to a specific cash flow, the Town will not invest in securities with maturities of more than five (5) years from the date of settlement.
- **SALE OF INVESTMENTS PRIOR TO MATURITY** - Investments may be sold prior to their maturity date if the investment official determines that it is in the best interest of the Town to do so. It is the Town's intent to purchase and hold securities until maturity; however, from time to time, it may become necessary to sell a security at a gain or loss in order to meet cash flow requirements or to take advantage of certain exchange advantages for the overall enhancement of the portfolio.
- **DERIVATIVES** - Securities which derive their value from an underlying asset, group of assets, reference rate, or index value are not permitted as an authorized investment under this policy unless allowed under C.R.S. § 24-75-601, et seq.

REPORTING OF INVESTMENTS

A report containing current investment activity and balances will be provided to the Town Board on a monthly basis unless another frequency (e.g., quarterly) is deemed satisfactory to the Town Board.

POLICY REVIEW

The Finance Director will review the Investment Policy annually in concert with the preparation of the Town's year-end financial statements to ensure that the Town is adhering to the framework outlined in this policy and to statutory requirements for permissible investments of public funds under C.R.S. § 24-75-601, et seq. Furthermore, the Finance Committee and Finance Director will be responsible for reviewing the Investment Policy every two years and will make recommendations for revisions to the policy as deemed appropriate. Adoption and modifications to this policy will require the approval of a simple majority vote by the entire Town Board.

ETHICS AND CONFLICTS OF INTEREST

Town officials and employees involved in the investment process shall refrain from personal business activity that conflicts with proper execution of the Town's investment program or that impairs their ability to make impartial investment decisions. Town officials and employees shall disclose, in accordance with state law, any substantial financial interest they have in financial institutions that conduct business with the Town. Town employees shall notify the Town Manager in writing of any such interest. Board members shall disclose any such interest in accordance with state law.

Don Conyac Jr., Mayor

Attest: Missy Carranco, Deputy Town Clerk



MEMORANDUM OF RECOMMENDATION

TO: Board of Trustees

FROM: Finance Committee

DATE: November 20, 2024

RE: Investment Policy

The proposed Investment Policy has been reviewed by the Finance Committee at the November 20, 2024 meeting. With a vote of 4 for and 0 against, the Finance Committee of the Town of Firestone recommends the approval of the Investment Policy.

FINANCE COMMITTEE



Frank A. Jimenez, Chair

ATTEST:



Missy Carranco, Secretary

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.f

Consent Agenda

Meeting Date: December 18, 2024

Initiated By: Jessica Clanton

Department: Finance

AGENDA ITEM

Resolution 24-119: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE WORKING RESERVE POLICY

RECOMMENDATION

Staff recommends approval of Resolution 24-119 approving the Working Reserve Policy.

SUMMARY

The Working Reserve Policy is intended to mitigate current and future risks and states that the Town will maintain a minimum working reserve of at least 25% of the current year's General Fund operating appropriations. The working reserve level is set annually by the Board of Trustees during the budget process. Jessica Clanton, Finance Director, reviewed the policy and did not note any necessary changes to this Working Reserve Policy.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

At the Finance Committee meeting on November 20, 2024, the policy was presented to the committee and with a vote of 4 for and 0 against, it was recommended that it be taken to the Board. Please see the attached Memo of Recommendation from the Finance Committee. On February 10, 2021, the Board of Trustees approved the Working Reserve Policy through Resolution 21-22.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Uphold Fiscal Integrity

ATTACHMENTS

1. Reso 24-119 Working Reserve Policy
2. Working Reserve Policy 2024
3. Memorandum of Recommendation - Working Reserve Policy - 11-20-2024

RESOLUTION 24-119

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONES WORKING RESERVE POLICY

WHEREAS, the Town of Firestone (“Town”) previously adopted a Working Reserve Policy (“Policy”); and

WHEREAS, the Board of Trustees finds that the Policy should be updated with the goal of promoting and supporting the efficient, beneficial and effective use of the Town’s resources; and

WHEREAS, the Town Manager, Director of Finance and the Finance Committee collaborated to develop an updated policy, which has been presented to the Board of Trustees; and

WHEREAS, the Board of Trustees finds that the proposed policy meets the goals it established and also supports the Town’s fiscal responsibilities.

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

Section 1. The Board of Trustees hereby approves and adopts the Town of Firestone Working Reserve Policy, in substantially the same form as the copy which is attached hereto and made a part of this resolution.

Section 2. All prior Working Reserve Policies or amendments thereof adopted by the Town are repealed in their entirety.

INTRODUCED, READ AND ADOPTED this 18th day of December 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

TOWN OF FIRESTONE WORKING RESERVE POLICY

ADOPTED DECEMBER 2024

The Town of Firestone (Town) Board of Trustees (Board) has determined it to be prudent financial practice to maintain adequate levels of working reserve in the Town's General Fund in order to mitigate current and future risks such as revenue shortfalls and unanticipated expenditures as well as to buffer the Town from downturns in the economy and to provide an additional source of accumulated funding for major capital improvement projects. The Town believes that establishing and maintaining adequate working reserve levels will assist the Town in taking greater advantage of the “pay as you go” philosophy and is a critical consideration to the Town’s long-term financial planning.

MINIMUM, MAXIMUM AND TARGET LEVELS

The Town will maintain a minimum working reserve of at least 25% of the current year's General Fund operating appropriations. The Town's maximum working reserve shall not exceed 100% of the General Fund budgeted operating appropriations. In the event the Town has excess funds of over the 100% maximum amount, the Town will reserve such excess funds for future capital projects or for such other purposes as designated by the Board. The working reserve levels will be determined by the Board annually during the budget process.

USE OF FUNDS

The Town understands that circumstances may arise that may warrant the Town using its working reserve temporarily. The Town has determined the following circumstances to be permissible instances where it may elect to use its working reserve:

- An economic downturn in which revenues are significantly/materially under budget
- Unexpected and unappropriated price increases to service and maintain essential Town operations
- Non-budgeted and unexpected emergencies, natural disaster costs, or litigation
- Early retirement of Town debt or loans
- Grant matching and public/private partnership matching
- Provide coverage to other funds due to a shortfall in budgeted revenues
- Capital asset acquisition, construction and improvement projects

The use of the working reserve in a given budget year will require approval by a simple majority vote by the entire Board.

TERMS FOR REPLENISHMENT

In the event the Town elects to use its working reserve for the aforementioned purposes, the Town will concurrently establish a formal plan to replenish its working reserve to the minimum working reserve level. It will be the policy of the Town to replenish the working reserve to its minimum level as follows:

- As soon as revenues are reasonably available, and
- With priority given to replenishment over any future budgeted, new discretionary spending by the Board (either capital or operational in nature), and
- With replenishment complete no later than 5 years subsequent to the utilization of such funds.

POLICY REVIEW

The Finance Director will be responsible for reviewing the Working Reserve Policy annually in connection with the Town's annual budgeting process to ensure that the Town is maintaining adequate levels of working reserve funds as set forth in this policy. Furthermore, the Finance Committee and Finance Director will be responsible for reviewing the Working Reserve Policy every two years and will make recommendations for revisions to the policy as deemed appropriate. Adoption and modifications to this policy will require the approval of a simple majority vote by the entire Town Board.

Don Conyac Jr., Mayor

Attest: Missy Carranco, Deputy Town Clerk



MEMORANDUM OF RECOMMENDATION

TO: Board of Trustees

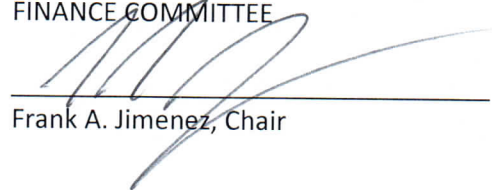
FROM: Finance Committee

DATE: November 20, 2024

RE: Working Reserve Policy

The proposed Working Reserve Policy has been reviewed by the Finance Committee at the November 20, 2024 meeting. With a vote of 4 for and 0 against, the Finance Committee of the Town of Firestone recommends the approval of the Working Reserve Policy.

FINANCE COMMITTEE



Frank A. Jimenez, Chair

ATTEST:



Missy Carranco, Secretary

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.g

Consent Agenda

Meeting Date: December 18, 2024

Initiated By:

Department: Board of Trustees

AGENDA ITEM

Resolution 24-120: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING THE PRESIDING MUNICIPAL COURT JUDGE AGREEMENT

RECOMMENDATION

Approval of Resolution 24-120

SUMMARY

This resolution will amend the 2022 Municipal Judge Agreement, re-appointing Judge Stephen A. Jones for a two-year term, commencing January 1, 2025, through December 31, 2026.

Per section 2.44.00 of the Municipal Code, a Municipal Judge or Judges shall be appointed by the Board of Trustees for a term of not less than two years, which term shall expire on December 31 of an even-numbered year.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
N/A

ATTACHMENTS

1. Judge Agreement Amendment RESO
2. Presiding Municipal Court Judge Amend Agmt

RESOLUTION NO. 24-120

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO AMENDING THE PRESIDING MUNICIPAL
COURT JUDGE AGREEMENT**

WHEREAS, Municipal Court Judge Stephen A. Jones's Agreement expires on December 31, 2024; and

WHEREAS, in accordance with C.R.S. 13-10-105 the municipal judge may be appointed by the governing body for a specified term of not less than two years and may be reappointed for a subsequent term; and

WHEREAS the Board of Trustees desires to re-appoint Judge Stevens for an additional two-year term, commencing January 1, 2025, through December 31, 2026.

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

Section II Term of the Presiding Municipal Court Judge Agreement is approved in substantially the same form as the copy attached hereto and made a part of the Amended Agreement and the Mayor is authorized to execute the Amended Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of December, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr. Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AMENDED AGREEMENT – PRESIDING MUNICIPAL COURT JUDGE

THIS AGREEMENT is made and entered into on January 26, 2022, by and between the Town of Firestone, a Colorado statutory municipality ("Town"), and Stephen A. Jones ("Judge Jones").

RECITALS

WHEREAS, pursuant to Section 2.44.00 of the Town of Firestone Municipal Code ("Code") the Town's Board of Trustees shall appoint a Presiding Municipal Court Judge; and

WHEREAS, pursuant to C.R.S. 13-10-107 the salary for the Judge shall be a fixed annual compensation and payable on a monthly or other periodic basis as set forth by ordinance; and

WHEREAS, on January 12, 2022, the Board of Trustees, by motion, appointed Stephen A. Jones as the Presiding Municipal Court Judge of the Town of Firestone; and

WHEREAS, the Board of Trustees and Mr. Jones desires to memorialize the terms of his appointment as Presiding Municipal Court Judge.

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

I. AUTHORITY

Judge Stephen A. Jones as the Town of Firestone's Presiding Municipal Court Judge has all judicial powers set forth in Section 2.44.030 of the Firestone Municipal Code, C.R.S. Article 10 Chapter 13 and as set forth in the Colorado Municipal Court Rules of Procedure, Court Rules Chapter 30.

II. TERM

Judge Jones shall be re-appointed for a term commencing January 1, 2025, through December 31, 2026.

III. COMPENSATION

The fixed annual compensation for Judge Jones as Presiding Municipal Court Judge shall be \$18,000, per annum payable monthly in the amount of \$1,500.00. The Board shall also reimburse Judge Jones for judicial professional memberships and training in an amount not to exceed \$2,000 per annum.

IV. OTHER COVENANTS

Judge Jones job performance, salary, and other contractual issues, if any, shall be reviewed by the Board of Trustees on an annual basis or as otherwise requested by either party. In addition, Judge Jones will present to the Town Board annually to provide an update to the Town's Board of Trustees regarding the operation of the municipal court.

V. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that signatures transmitted by facsimile or electronically shall be binding as if they were original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr , Mayor

ATTEST:

APPROVED AS TO FORM:

Missy Carranco, Deputy Town Clerk

William P. Hayashi, Town Attorney

STEPHEN A. JONES, Presiding Municipal Court Judge

By: 

STEPHEN A. JONES

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.h

Consent Agenda

Meeting Date: December 18, 2024

Initiated By: Raelynn Ferrera

Department: Board of Trustees

AGENDA ITEM

Resolution 24-121: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND STEPHEN A. JONES FOR LOCAL LIQUOR LICENSE AUTHORITY HEARING OFFICER SERVICES

RECOMMENDATION

Approval of Resolution 24-121

SUMMARY

This resolution will amend the 2022 Local Liquor License Hearing Officer Agreement, re-appointing Judge Stephen A. Jones for a two-year term, commencing January 1, 2025, through December 31, 2026.

Section 5.08.090 of the Firestone Municipal Code, states the Town of Firestone's Local Liquor License Authority shall consist of a Hearing Officer appointed by the Board of Trustees.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
N/A

ATTACHMENTS

1. Firestone LLA Hearing Officer RESO
2. LLA Hearing Officer Amended Agreement

RESOLUTION NO. 24-121

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AMENDED AGREEMENT
BETWEEN THE TOWN OF FIRESTONE AND STEPHEN A. JONES FOR LOCAL
LIQUOR LICENSE AUTHORITY HEARING OFFICER SERVICES**

WHEREAS, pursuant to Section 5.08.090 of the Firestone Municipal Code the Town of Firestone's Local Liquor License Authority shall consist of a Hearing Officer appointed by the Board of Trustees; and

WHEREAS the Board of Trustees upon finding that the Municipal Court Judge, Stephen A. Jones had the qualifications, experience expertise and desire to serve as the Hearing Officer appointed Judge Jones to serve as the Hearing Officer concurrent with his term as Municipal Court Judge; and

WHEREAS though Judge Jones term as Municipal Court Judge will expire on December 31, 2024, the Board of Trustees has extended his term for the period of January 1, 2025 through December 31, 2026; and

WHEREAS the parties also desire to have Judge Jones continue his services as the Local Liquor License Authority Hearing Officer for an additional two-year term.

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

Section II Term of the Agreement between the Town of Firestone and Stephen A. Jones for Local Liquor License Authority Hearing Officer services 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 Amended Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this ___ day of _____, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AMENDED AGREEMENT – LOCAL LIQUOR LICENSE AUTHORITY HEARING OFFICER

THIS AGREEMENT is made and entered into on March 9, 2022, by and between the Town of Firestone, a Colorado statutory municipality ("Town"), and Stephen A. Jones.

RECITALS

WHEREAS, pursuant to Section 5.08.090 of the Town of Firestone Municipal Code ("Code") the Town of Firestone's Local Liquor License Authority shall consist of a Hearing Officer appointed by the Board of Trustees; and

WHEREAS, the Board of Trustees finds that the Municipal Court Judge, Stephen A. Jones ("Jones") has the qualifications, experience, expertise and desire to serve as the Hearing Officer; and

WHEREAS, the Board of Trustees desires to appoint Judge Jones as the Hearing Officer and memorialize the terms of his appointment.

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

I. AUTHORITY

Stephen A. Jones is hereby appointed to serve as the Hearing Officer for the Local Liquor License Authority ("Authority") and exercise the duties of the Authority as set forth in the Colorado Liquor Code Article 3, Title 44 C.R.S.

II. TERM

Jones shall serve for a term concurrent with his appointment as Municipal Court Judge which terminates on December 31, 2026.

III. SCHEDULE AND COMPENSATION

Jones shall not charge a fee for uncontested matters which will be held in the Municipal Court and scheduled concurrently with regular court dates Jones shall be compensated at the rate of \$75.00 per hour for any contested matter, which shall be held in the Municipal Court and scheduled at the convenience of the parties.

IV. OTHER COVENANTS

Judge Jones job performance, salary, and other contractual issues, if any, may be reviewed by the Board of Trustees on an annual basis or as otherwise requested by either party.

V. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that signatures transmitted by facsimile or electronically shall be binding as if they were original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

APPROVED AS TO FORM:

Missy Carranco, Deputy Town Clerk

William P. Hayashi, Town Attorney

STEPHEN A. JONES, HEARING OFFICER

By: 

STEPHEN A. JONES

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.i

Consent Agenda

Meeting Date: December 18, 2024

Initiated By: Pam Howard

Department: Planning & Development

AGENDA ITEM

Resolution 24-131: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A FINAL PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN BAREFOOT LAKES FILING NO. 7A SUBDIVISION

RECOMMENDATION

Town staff recommends the Board of Trustees approve draft Resolution 24-131.

SUMMARY

This resolution approves the property owner's request for an extension to record the Barefoot Lakes Filing 7A Final Plat, which is located northeast of the intersection of Ronald Reagan Blvd and Birch Street. Approval of the resolution would extend the date of approval of the Final Plat for a period of one hundred and eighty (180) days to July 4, 2025.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

On July 10, 2024, the Board of Trustees approved Resolution 24-68, a resolution approving the Barefoot Lakes Filing 7A Final Plat.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
N/A

ATTACHMENTS

1. Resolution 24-131
2. Barefoot Lakes Filing 7A Plat
3. Resolution 24-68

RESOLUTION NO. 24-131

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A FINAL PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN BAREFOOT LAKES FILING NO. 7A SUBDIVISION

WHEREAS, the Board of Trustees, by duly-adopted Resolution No. 24-68, dated July 10, 2024, approved the Barefoot Lakes Filing 7A Final Plat (the “Final Plat”), submitted by Barefoot, LLC (“Applicant”), as owner of certain real property located within Barefoot Lakes Filing 7A (the “Property”); and

WHEREAS, Applicant has requested that the Board of Trustees extend the date of approval of the Final Plat for a period of one hundred and eighty (180) days to July 4, 2025; and

WHEREAS, the Board of Trustees has reviewed Applicant’s request and, based on the application materials, has determined that there are no reasons to deny an extension of time.

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

Section 1. The Board of Trustees hereby approves a one hundred and eighty (180) day extension for the Barefoot Lakes Filing 7A Final Plat to July 4, 2025, subject to the following conditions:

(a) All conditions of the original Barefoot Lakes Filing 7A Final Plat approval from July 10, 2024, as set out in Resolution No. 24-68, shall remain valid and in full force and effect, and shall apply to the extension request; and

(b) If not executed and recorded by July 4, 2025, the Barefoot Lakes Filing 7A Final Plat shall lapse, unless extended by resolution of the Board of Trustees.

Section 2. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Barefoot Lakes Filing 7A Final Plat, as provided by Resolution No. 24-68 and this Resolution, shall be null and void if the conditions set forth in Section 1 are not satisfied.

PASSED AND ADOPTED this 11th day of December, 2024.

Don Conyac Jr., Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Barefoot Lakes Filing 7A Final Plat

FINAL PLAT

BAREFOOT LAKES FILING NO. 7A

SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

SHEET 1 OF 12
PROJECT NO. FP-24-003

CERTIFICATION OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY BEING THE OWNERS OF THE LAND SHOWN IN THIS PLAT AND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING A PORTION OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 25;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, SOUTH 88°58'33" WEST, A DISTANCE OF 2,643.03 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25;

THENCE ALONG SAID WEST LINE, NORTH 00°12'43" WEST, A DISTANCE OF 2,225.03 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 89°47'17" EAST, A DISTANCE OF 40.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 12.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 89°47'17" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 18.85 FEET;

THENCE NORTH 89°47'17" EAST, A DISTANCE OF 791.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 12.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 18.85 FEET;

THENCE NORTH 00°12'43" WEST, A DISTANCE OF 4.00 FEET;

THENCE NORTH 89°47'17" EAST, A DISTANCE OF 60.00 FEET;

THENCE SOUTH 00°12'43" EAST, A DISTANCE OF 4.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 12.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 18.85 FEET;

THENCE NORTH 89°47'17" EAST, A DISTANCE OF 478.38 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 12.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 18.85 FEET;

THENCE NORTH 00°12'43" WEST, A DISTANCE OF 4.00 FEET;

THENCE NORTH 89°47'17" EAST, A DISTANCE OF 80.00 FEET;

THENCE SOUTH 00°12'43" EAST, A DISTANCE OF 4.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 12.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 18.85 FEET;

THENCE NORTH 89°47'17" EAST, A DISTANCE OF 924.28 FEET;

THENCE SOUTH 00°12'43" EAST, A DISTANCE OF 80.00 FEET;

THENCE NORTH 89°47'17" WEST, A DISTANCE OF 177.28 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 12.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 18.85 FEET;

THENCE SOUTH 00°12'43" EAST, A DISTANCE OF 858.94 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 7.85 FEET;

THENCE NORTH 89°47'17" EAST, A DISTANCE OF 974.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 5.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUH A CENTRAL ANGLE OF 95°18'17", AN ARC LENGTH OF 8.32 FEET;

THENCE NORTH 84°29'00" EAST, A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1260.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 84°29'00" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°18'17", AN ARC LENGTH OF 116.65 FEET;

THENCE SOUTH 00°12'43" EAST, A DISTANCE OF 204.27 FEET;

THENCE NORTH 89°59'46" EAST, A DISTANCE OF 325.90 FEET;

THENCE SOUTH 32°21'48" EAST, A DISTANCE OF 281.87 FEET;

THENCE SOUTH 29°54'46" EAST, A DISTANCE OF 106.54 FEET;

THENCE SOUTH 26°24'34" EAST, A DISTANCE OF 62.72 FEET;

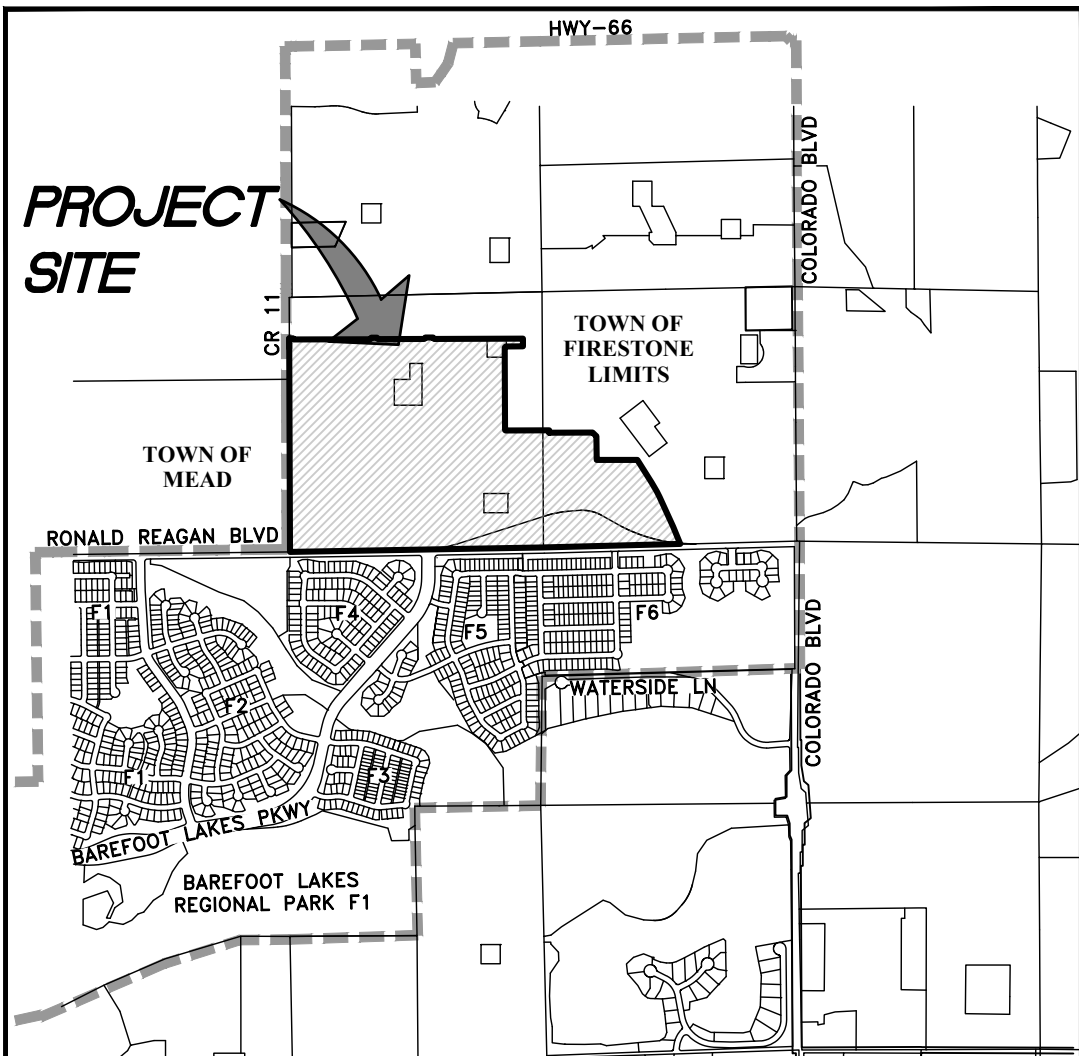
THENCE SOUTH 24°36'27" EAST, A DISTANCE OF 341.63 FEET;

THENCE SOUTH 22°24'27" EAST, A DISTANCE OF 192.77 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25;

THENCE ALONG SAID SOUTH LINE, SOUTH 88°30'51" WEST, A DISTANCE OF 1,422.27 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 154.548 ACRES, (6,732,125 SQUARE FEET), MORE OR LESS.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF **BAREFOOT LAKES FILING NO. 7A**, 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, AVENUES AND OTHER PUBLIC PLACES, 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.



VICINITY MAP
SCALE: 1" = 2000'

OWNER:

BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY
6465 S. GREENWOOD PLAZA BLVD., STE. 700
CENTENNIAL, CO. 80111

BY: _____

NAME: _____

TITLE: _____

EXECUTED THIS ____ DAY OF _____, A.D., 20____

STATE OF COLORADO)
COUNTY OF _____) SS.

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME
THIS ____ DAY OF _____, 20____,

BY _____ AS _____
OF BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY
MY COMMISSION EXPIRES _____

WITNESS MY HAND AND SEAL. _____
NOTARY PUBLIC

TITLE VERIFICATION

WE, LAND TITLE GUARANTEE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, AND MONETARY ENCUMBRANCES.

LAND TITLE GUARANTEE COMPANY

BY: _____

TITLE: _____

DATE: _____

STATE OF COLORADO)
COUNTY OF _____) SS.

ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____

BY _____ AS _____

OF LAND TITLE GUARANTEE COMPANY

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

OWNER:

BAREFOOT LLC
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
303-790-6330
CONTACT: PETER LAUENER
PETER.LAUENER@BROOKFIELDPROPERTIESDEVELOPMENT.COM

DEVELOPER:

BAREFOOT LLC
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
303-790-6604
CONTACT: CHRIS BREMNER
CHRISTOPHER.BREMNER@BROOKFIELDPROPERTIESDEVELOPMENT.COM

ENGINEER:

REDLAND
1500 WEST CANAL COURT
LITTLETON, COLORADO 80120
720-283-6783
CONTACT: FRED TAFOYA, P.E.
FTAFOYA@REDLAND.COM

SURVEYOR:

AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1
LITTLETON, COLORADO 80122
303-713-1898
CONTACT: TONY PEALL
TPEALL@AZTECCONSULTANTS.COM

BY: _____

NAME: _____

TITLE: _____

EXECUTED THIS ____ DAY OF _____, A.D., 20____

STATE OF COLORADO)
COUNTY OF _____) SS.

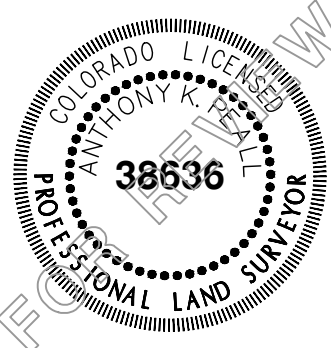
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME
THIS ____ DAY OF _____, 20____,

BY _____ AS _____
OF BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY
MY COMMISSION EXPIRES _____

WITNESS MY HAND AND SEAL. _____
NOTARY PUBLIC

SURVEYING CERTIFICATE:

I, ANTHONY K. PEALL, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY PERSONAL SUPERVISION AND CHECKING. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLY WITH ALL APPLICABLE RULES, REGULATIONS AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS, PROFESSIONAL ARCHITECTS AND PROFESSIONAL LAND SURVEYORS, AND THE TOWN OF FIRESTONE.



BY: ANTHONY K. PEALL, P.L.S. NO. 38636
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 1.6.B.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

TOWN APPROVAL

THIS IS TO CERTIFY THAT THIS PLAT FOR **BAREFOOT LAKES FILING NO. 7A** WAS APPROVED ON THE ____ DAY

OF _____, 20____, BY RESOLUTION NO. _____, PASSED AND ADOPTED AT THE REGULAR MEETING OF

THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, HELD ON THIS ____ DAY OF _____, 20____, AND MAY BE FILED WITH THE CLERK AND RECORDER OF WELD COUNTY. ALL PUBLIC DEDICATIONS SHOWN THEREON ARE ACCEPTED BY THE TOWN, SUBJECT TO THE PROVISION THAT NEITHER APPROVAL NOR ACCEPTANCE OBLIGATES THE TOWN OF FIRESTONE FOR THE FINANCING OR CONSTRUCTION OF IMPROVEMENTS ON LAND OR EASEMENTS DEDICATED TO THE TOWN EXCEPT AS SPECIFICALLY AGREE TO BY THE BOARD OF TRUSTEES.

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 7A
Phase Number	N/A
Preparation Date	2024/01/12
Revision Date	2024/04/29
Revision Date	2024/05/30
Revision Date	2024/06/18
Revision Date	2024/11/07

COVER PAGE ~ SHEET 1 OF 12



AzTec Proj. No.: 54822-19

Drawn By: GLW

DEVELOPER
BAREFOOT LLC

6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
(303) 790-6604

DATE OF
PREPARATION:

2023-10-17

SCALE:

N/A

SHEET 1 OF 12

FINAL PLAT

BAREFOOT LAKES FILING NO. 7A

SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

SHEET 2 OF 12

PROJECT NO. FP-24-003

GENERAL NOTES

1. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, COLORADO REVISED STATUTE.
2. DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
3. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR NORTH 88°58'33" EAST, 2643.03 FEET AND MONUMENTED AS SHOWN HEREON.
4. TITLE COMMITMENT: LAND TITLE GUARANTEE COMPANY'S ORDER NUMBER RND25209361-3, DATED 05/16/2024 AT 5:00 P.M. WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.
5. FLOODPLAIN: BASED ON A GRAPHICAL REPRESENTATION THE SUBJECT PROPERTY SHOWN HEREON LIES IN OTHER AREAS – ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP NUMBER 08123C1880E, WITH A REVISED DATE OF JANUARY 20, 2016.
6. OWNER HEREBY DEDICATES AND CONVEYS TO THE TOWN A PERPETUAL EASEMENT OVER AND ACROSS ALL STORM DRAINS, STORM SEWER PIPES, CONCRETE PANS, CHASE DRAINS, DRAINAGE SWALES, DRAINAGE CHANNELS, DETENTION PONDS AND ASSOCIATED INLET/OUTLET STRUCTURES INSTALLED UPON, ACROSS, OVER, AND WITHIN ANY TRACTS FOR THE PURPOSES DESCRIBED IN NOTE 7. THE TOWN'S ACCEPTANCE OF THE DRAINAGE EASEMENTS AS SHOWN ON THIS PLAT SHALL NOT OBLIGATE THE TOWN TO CONSTRUCT OR MAINTAIN ANY DRAINAGE IMPROVEMENTS, NOR RELIEVE THE OWNER(S) OF ANY LOT(S), TRACT(S), OR OUTLOT(S) OF ITS/THEIR OBLIGATION AND PRIMARY RESPONSIBILITY TO CONSTRUCT OR MAINTAIN ANY PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES REQUIRED TO SERVE THE SUBDIVISION OR A PARTICULAR LOT.
7. THE OWNER(S) OF EACH TRACT, OUTLOT AND LOT WILL MAINTAIN ANY AND ALL GRADING AND APPROVED PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES LOCATED WITHIN THEIR RESPECTIVE LOT OR OUTLOT. THE DRAINAGE EASEMENTS DEDICATED TO THE TOWN ACROSS SUCH AREAS ARE FOR USE, OPERATION AND MAINTENANCE OF ANY AND ALL DRAINAGE IMPROVEMENTS INSTALLED WITHIN SUCH AREAS AND FOR ACCESS, MAINTENANCE AND REPAIR SERVICES ONLY IN THE EVENT THAT THE OWNER(S) OF THE LOT(S), TRACT(S), OR OUTLOT(S) FAIL OR REFUSE TO PERFORM ANY MAINTENANCE OF PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES REQUIRED TO SERVE THE SUBDIVISION OR A PARTICULAR LOT. IN THE EVENT THAT THE OWNER(S) FAIL OR REFUSE TO PERFORM ANY REQUIRED MAINTENANCE, THE TOWN SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER SAID EASEMENT AND PERFORM ANY NECESSARY WORK, AND SHALL BILL THE OWNER(S) FOR THE COSTS OF ANY MAINTENANCE OR REPAIR WORK. IN THE EVENT THE TOWN IS NOT FULLY REIMBURSED FOR ALL SUCH COSTS INCURRED WITHIN 30 DAYS AFTER MAILING OF THE BILL, THE TOWN SHALL HAVE THE RIGHT TO PLACE LIENS AGAINST THE PROPERTY TO THE FULL EXTENT OF ALL COSTS INCURRED. THE TOWN'S ACCEPTANCE OF THE DRAINAGE EASEMENTS AS SHOWN ON THIS PLAT SHALL NOT OBLIGATE THE TOWN TO CONSTRUCT OR MAINTAIN ANY DRAINAGE IMPROVEMENTS, NOR RELIEVE THE OWNER(S) OF ANY LOT(S), TRACT(S), OR OUTLOT(S) OF ITS/THEIR OBLIGATION AND PRIMARY RESPONSIBILITY TO CONSTRUCT OR MAINTAIN ANY PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES REQUIRED TO SERVE THE SUBDIVISION OR EACH LOT.
8. ALLOWED USES IN UTILITY EASEMENTS INCLUDE FOR INSTALLATION AND MAINTENANCE OF ELECTRICAL, PHONE, FIBER OPTIC, CABLE TV, WATER, SEWER, GAS, POSTAL FACILITIES, DRAINAGE, SIGNAGE AND STORM DRAINS. SERVICE PROVIDERS FOR THE FACILITIES WITHIN THESE EASEMENTS WILL INCLUDE, BUT NOT LIMITED TO CENTURY LINK FOR CABLE AND TELEPHONE, UNITED POWER FOR ELECTRICAL AND SOURCE BLACK HILLS ENERGY FOR GAS.
9. A NON-EXCLUSIVE ACCESS AND WATER EASEMENT OVER THE WATER EASEMENTS SHOWN WITHIN TRACTS D, H, AND G OF BAREFOOT LAKES – FILING NO. 7A IS HEREBY GRANTED TO THE ADJACENT LOT OWNERS FOR THE PURPOSE OF ACCESSING, INSPECTING, MAINTAINING, AND REPAIRING PRIVATE WATER FACILITIES.
10. TRACTS A-H AND J-M ARE NOT INTENDED FOR BUILDING OR FUTURE DEVELOPMENT AND NO PORTION OF ANY SUCH TRACTS SHALL BE DIVIDED OR CONVEYED AS DEVELOPABLE LOTS.
11. OWNER HEREBY DEDICATES TO THE TOWN A PERPETUAL EASEMENT OVER AND ACROSS ALL SIDEWALKS, PEDESTRIAN PATHS, WALKWAYS, TRAILS, PARKS, PARK EQUIPMENT, PARK FACILITIES AND ASSOCIATED PARK ELEMENTS, INCLUDING VEHICULAR PARKING STALLS, INSTALLED UPON, ACROSS, OVER AND WITHIN ANY TRACTS FOR THE PURPOSE OF PUBLIC ACCESS TO AND USE OF SUCH IMPROVEMENTS FOR ACTIVE AND PASSIVE RECREATIONAL USES AT ANY TIME AND FROM TIME TO TIME, SUBJECT HOWEVER TO REASONABLE RULES AND REGULATIONS ADOPTED BY THE OWNER(S) OF SUCH TRACT(S).
12. FOR MORE INFORMATION RELATED TO THE OIL AND GAS SETBACKS FOR THE SITE, REFER TO THE OIL AND GAS EQUIPMENT EXHIBIT, PREPARED BY REDLAND, ON FILE WITH THE TOWN OF FIRESTONE.

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	89°11'16"	12.00'	18.68'
C2	90°00'00"	12.00'	18.85'
C3	90°00'00"	12.00'	18.85'
C4	90°00'00"	12.00'	18.85'
C5	90°00'00"	12.00'	18.85'
C6	90°00'00"	10.00'	15.71'
C7	90°00'00"	10.00'	15.71'
C8	90°00'00"	10.00'	15.71'
C9	42°57'17"	58.00'	43.48'
C10	90°00'00"	12.00'	18.85'
C11	90°00'00"	12.00'	18.85'
C12	90°00'00"	12.00'	18.85'
C13	90°00'00"	12.00'	18.85'
C14	90°00'00"	12.00'	18.85'
C15	90°00'00"	12.00'	18.85'
C16	90°00'00"	10.00'	15.71'
C17	90°00'00"	12.00'	18.85'
C18	90°00'00"	12.00'	18.85'
C19	90°00'02"	10.00'	15.71'
C20	90°00'00"	12.00'	18.85'
C21	90°00'00"	12.00'	18.85'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C22	90°00'00"	12.00'	18.85'
C23	90°00'00"	5.00'	7.85'
C24	90°00'00"	5.00'	7.85'
C25	90°00'00"	12.00'	18.85'
C26	90°00'00"	10.00'	15.71'
C27	90°00'00"	10.00'	15.71'
C28	90°00'00"	10.00'	15.71'
C29	90°00'00"	10.00'	15.71'
C30	90°00'00"	10.00'	15.71'
C31	90°00'00"	10.00'	15.71'
C32	90°00'00"	10.00'	15.71'
C33	90°00'00"	10.00'	15.71'
C34	90°00'00"	5.00'	7.85'
C35	90°00'00"	5.00'	7.85'
C36	90°00'00"	5.00'	7.85'
C37	90°00'00"	5.00'	7.85'
C38	90°00'00"	5.00'	7.85'
C39	90°00'00"	5.00'	7.85'
C40	90°00'00"	5.00'	7.85'
C41	90°00'00"	5.00'	7.85'
C42	90°00'00"	5.00'	7.85'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C43	90°00'00"	10.00'	15.71'
C44	90°00'00"	10.00'	15.71'
C45	90°00'02"	10.00'	15.71'
C46	90°00'00"	10.00'	15.71'
C47	39°13'16"	37.00'	25.33'
C48	41°32'53"	63.00'	45.68'
C49	90°00'00"	5.00'	7.85'
C50	90°00'00"	5.00'	7.85'
C51	90°00'00"	5.00'	7.85'
C52	90°00'00"	5.00'	7.85'
C53	90°00'00"	5.00'	7.85'
C54	90°00'00"	5.00'	7.85'
C55	90°00'00"	5.00'	7.85'
C56	90°00'00"	5.00'	7.85'
C57	90°00'00"	5.00'	7.85'
C58	90°00'00"	5.00'	7.85'
C59	88°03'32"	5.00'	7.68'
C60	1°56'28"	1200.00'	40.66'
C61	90°00'00"	5.00'	7.85'
C62	90°00'00"	5.00'	7.85'

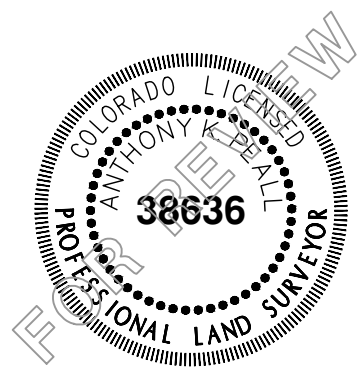
LINE TABLE		
LINE	BEARING	LENGTH
L1	N88°58'33"E	1353.52'
L2	S89°47'17"W	4.00'
L3	N00°12'43"W	60.00'
L4	N89°47'17"E	4.00'
L5	S89°47'17"W	4.00'
L6	N00°12'43"W	60.00'
L7	N89°47'17"E	4.00'
L8	N00°12'43"W	192.43'
L9	S89°47'17"W	106.38'
L10	N00°12'43"W	90.00'
L11	S89°47'17"W	36.00'
L12	N00°12'43"W	26.00'
L13	N00°12'43"W	129.51'
L14	S00°12'43"E	80.00'
L15	S89°47'17"W	52.00'
L16	N43°05'55"W	35.97'
L17	N00°12'43"W	195.20'
L18	N89°47'17"E	127.00'
L19	S00°12'43"E	153.08'
L20	N00°12'43"W	2225.03'

LINE TABLE		
LINE	BEARING	LENGTH
L21	N89°47'17"E	40.00'
L22	N00°12'43"W	4.00'
L23	N89°47'17"E	60.00'
L24	S00°12'43"E	4.00'
L25	N00°12'43"W	4.00'
L26	N89°47'17"E	80.00'
L27	S00°12'43"E	4.00'
L28	S00°12'43"E	80.00'
L29	S89°47'17"W	177.28'
L30	S88°59'32"W	136.69'
L31	S87°33'14"W	243.13'
L32	S00°12'43"E	110.00'
L33	S89°47'17"W	525.00'
L34	S00°17'01"E	29.40'
L35	S88°59'37"W	209.44'

SUBDIVISION DATA TABLE	
	TOTALS
GROSS AREA	154.548 ACRES
GROSS DENSITY (RESIDENTIAL LOTS PER ACRE)	1.540 LOTS / ACRE
NUMBER OF SINGLE FAMILY DETACHED RESIDENTIAL LOTS	148
NUMBER OF SINGLE FAMILY ATTACHED RESIDENTIAL LOTS	90
TOTAL NUMBER OF SINGLE FAMILY RESIDENTIAL LOTS	238
NUMBER OF SUPER BLOCKS	1
NUMBER OF SUPER BLOCKS	1.876 ACRES
NUMBER OF TRACTS	17
AREA OF ROW	26.546 ACRES
AREA OF TRACTS	106.568
AREA OF SINGLE FAMILY RESIDENTIAL LOTS	19.558 ACRES
DENSITY (SINGLE FAMILY RESIDENTIAL LOTS PER ACRE)	12.170 LOTS / ACRE
MINIMUM SINGLE FAMILY RESIDENTIAL LOT AREA	2,700 SQUARE FEET
MAXIMUM SINGLE FAMILY RESIDENTIAL LOT AREA	8,023 SQUARE FEET
AVERAGE SINGLE FAMILY RESIDENTIAL LOT AREA	5,362 SQUARE FEET

TRACT USE SUMMARY TABLE					
TRACT	AREA (S.F. ±)	AREA (A.C. ±)	USE	OWNER*	MAINTAINED BY
A	19,959	0.458	ACCESS/UTILITY	SVLMD	SVLMD
B	17,524	0.402	ACCESS/UTILITY	SVLMD	SVLMD
C	14,904	0.342	OPEN SPACE/DRAINAGE	SVLMD	SVLMD
D	25,850	0.593	OPEN SPACE/DRAINAGE	SVLMD	SVLMD
E	3,190	0.073	UTILITY	SVLMD	SVLMD
F	38,774	0.890	ACCESS/UTILITY	SVLMD	SVLMD
G	33,669	0.773	OPEN SPACE/DRAINAGE	SVLMD	SVLMD
H	154,680	3.551	OPEN SPACE/DRAINAGE	SVLMD	SVLMD
I	120,660	2.770	FUTURE DEVELOPMENT	BAREFOOT LLC	BAREFOOT LLC
J	2,141	0.049	OPEN SPACE/LANDSCAPING	SVLMD	SVLMD
K	23,611	0.542	ACCESS/UTILITY	SVLMD	SVLMD
L	16,418	0.377	OPEN SPACE/LANDSCAPING	SVLMD	SVLMD
M	323,244	7.421	DRAINAGE	SVLMD	SVLMD
N	47,781	1.097	FUTURE DEVELOPMENT	BAREFOOT LLC	BAREFOOT LLC
O	1,087,178	24.958	FUTURE DEVELOPMENT	BAREFOOT LLC	BAREFOOT LLC
P	2,651,509	60.870	FUTURE DEVELOPMENT	BAREFOOT LLC	BAREFOOT LLC
Q	61,074	1.402	FUTURE DEVELOPMENT	BAREFOOT LLC	BAREFOOT LLC
TOTAL	4,642,166	106.568	SVLMD = ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1		

* TRACTS WITH OWNER SHOWN AS SVLMD ARE TO BE DEEDED TO SVLMD FOLLOWING RECORDATION OF THE PLAT



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

FIRESTONE INFORMATION BLOCK	
Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 7A
Phase Number	N/A
Preparation Date	2024/01/12
Revision Date	2024/04/29
Revision Date	2024/05/30
Revision Date	2024/06/3018
Revision Date	2024/11/07
GENERAL NOTES ~ SHEET 2 of 12	

AZTEC CONSULTANTS, INC. 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com AzTec Proj. No.: 54822-19 Drawn By: GLW	DEVELOPER BAREFOOT LLC		DATE OF PREPARATION:	2023-10-17
	6465 S. GREENWOOD PLAZA BLVD., SUITE 700 CENTENNIAL, COLORADO 80111 (303) 790-6604		SCALE:	N/A
			SHEET 2 OF 12	

FINAL PLAT
AKES F
 NORTH, RANGE 6
 COUNTY OF WEL
 SHEET 3 OF 12
 PROJECT NO. FP-24-003

FOUND SECTION CORNER AS SHOWN HEREON
SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP
STAMPED "AZTEC LS 38636"

30' POTENTIAL
FUTURE FLOWLINE -
EASEMENT PER SUE



U.E. = UTILITY EASEMENT
D.U.E. = DRAINAGE &
UTILITY EASEMENT
U.A.E. = ACCESS &
UTILITY EASEMENT
A.E. = ACCESS EASEMENT
D.E. = DRAINAGE EASEMENT
W.U.E. = WATER SERVICE &
UTILITY EASEMENT
(NR) = NON-RADIAL
S.V.S.D. = ST. VRAIN
SANITATION DISTRICT

A circular professional seal for a Colorado Licensed Professional Land Surveyor. The outer ring contains the text "COLORADO LICENSED" at the top and "PROFESSIONAL LAND SURVEYOR" at the bottom. Inside the ring, the name "ANTHONY K. PEALL" is written in a semi-circle, and the license number "38636" is in the center.

Name of Application	BAREFOOT LAKES
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Revision Date	2024/05/30
Revision Date	2024/06/18
Revision Date	2024/11/07

DEVELOPER BAREFOOT LLC GREENWOOD PLAZA BLVD., SUITE 700 DENVER, COLORADO 80111 (303) 790-6604	DATE OF PREPARATION:	2023-10-17
	SCALE:	1" = 200'
	SHEET 3 OF 12	

 **AZTEC**
CONSULTANTS, INC.

300 East Mineral Ave., Suite 200
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

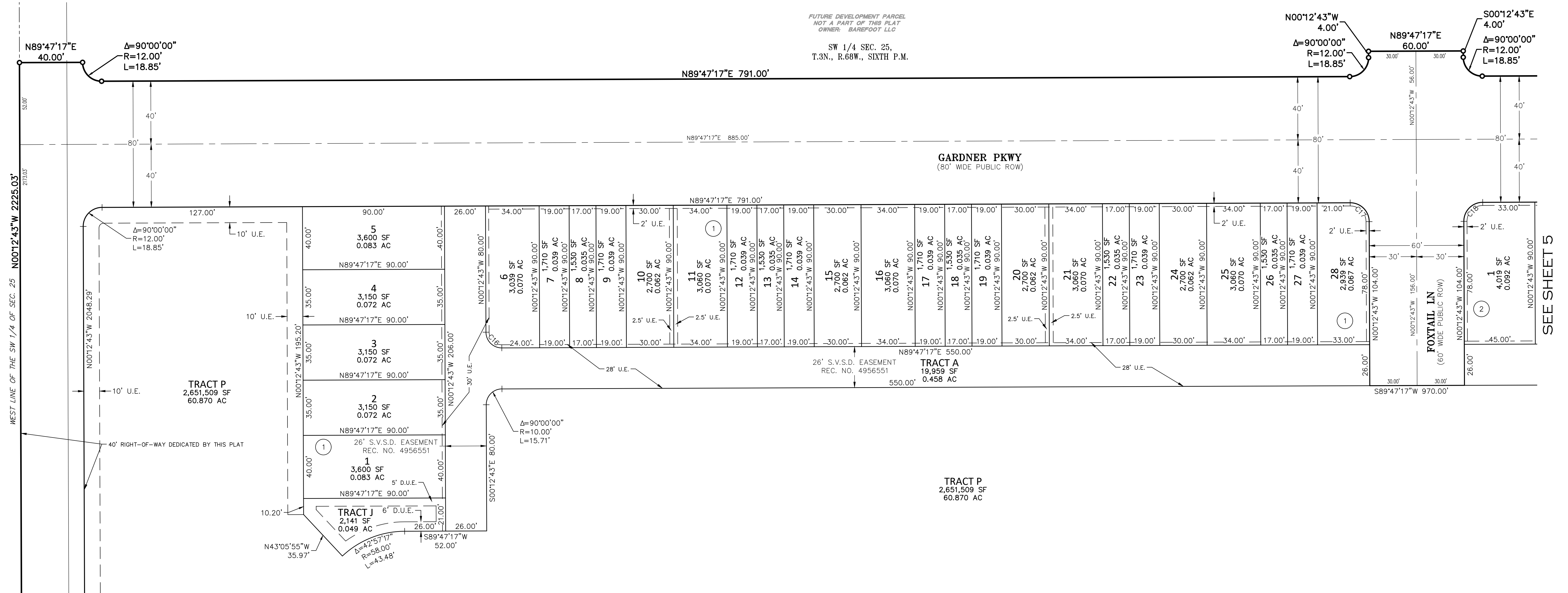
AzTec Proj. No.: 54822-19 Drawn By: GLW

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SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP
STAMPED "AZTEC LS 38636"

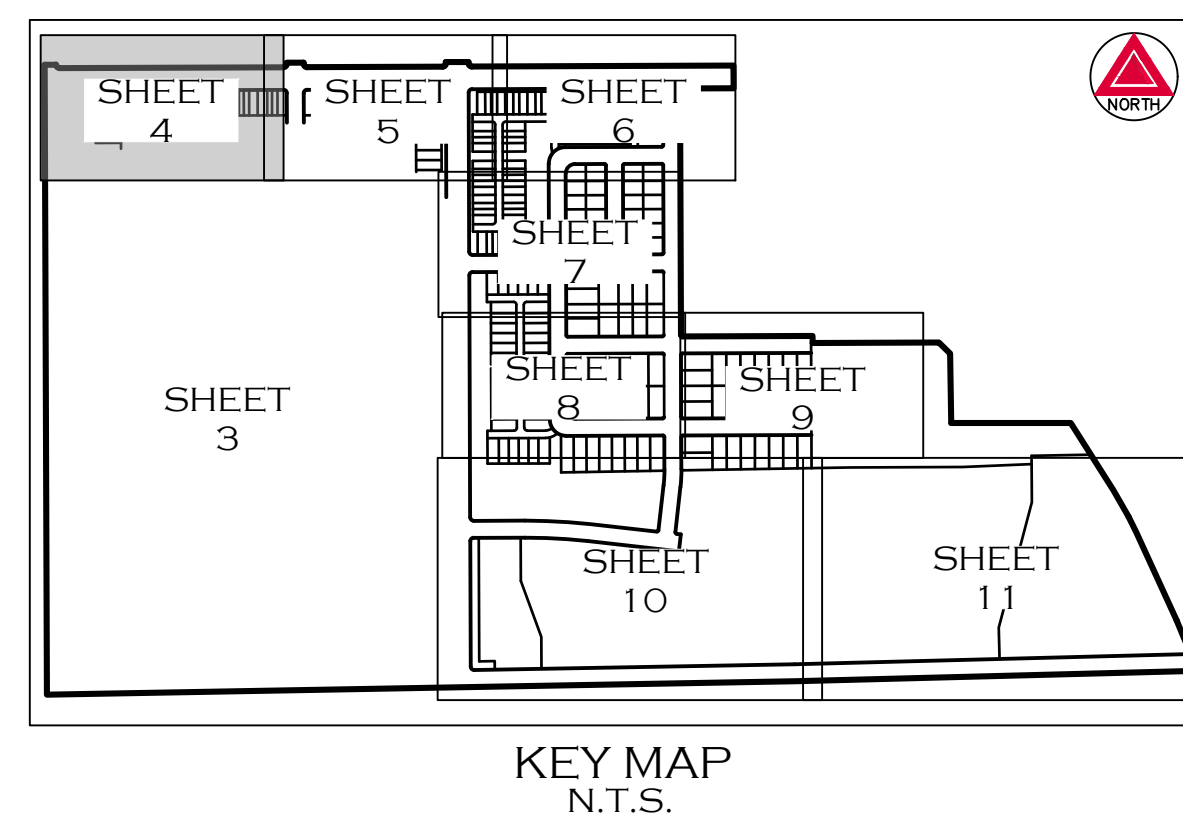
BAREFOOT LAKES FILING NO. 7A

SHEET 4 OF 12
PROJECT NO. FP-24-003



U.E. = UTILITY EASEMENT
D.U.E. = DRAINAGE &
UTILITY EASEMENT
U.A.E. = ACCESS &
UTILITY EASEMENT
A.E. = ACCESS EASEMENT
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SANITATION DISTRICT

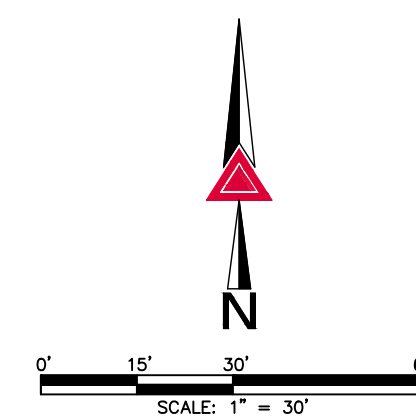
SEE SHEET 3



SEE SHEET 3



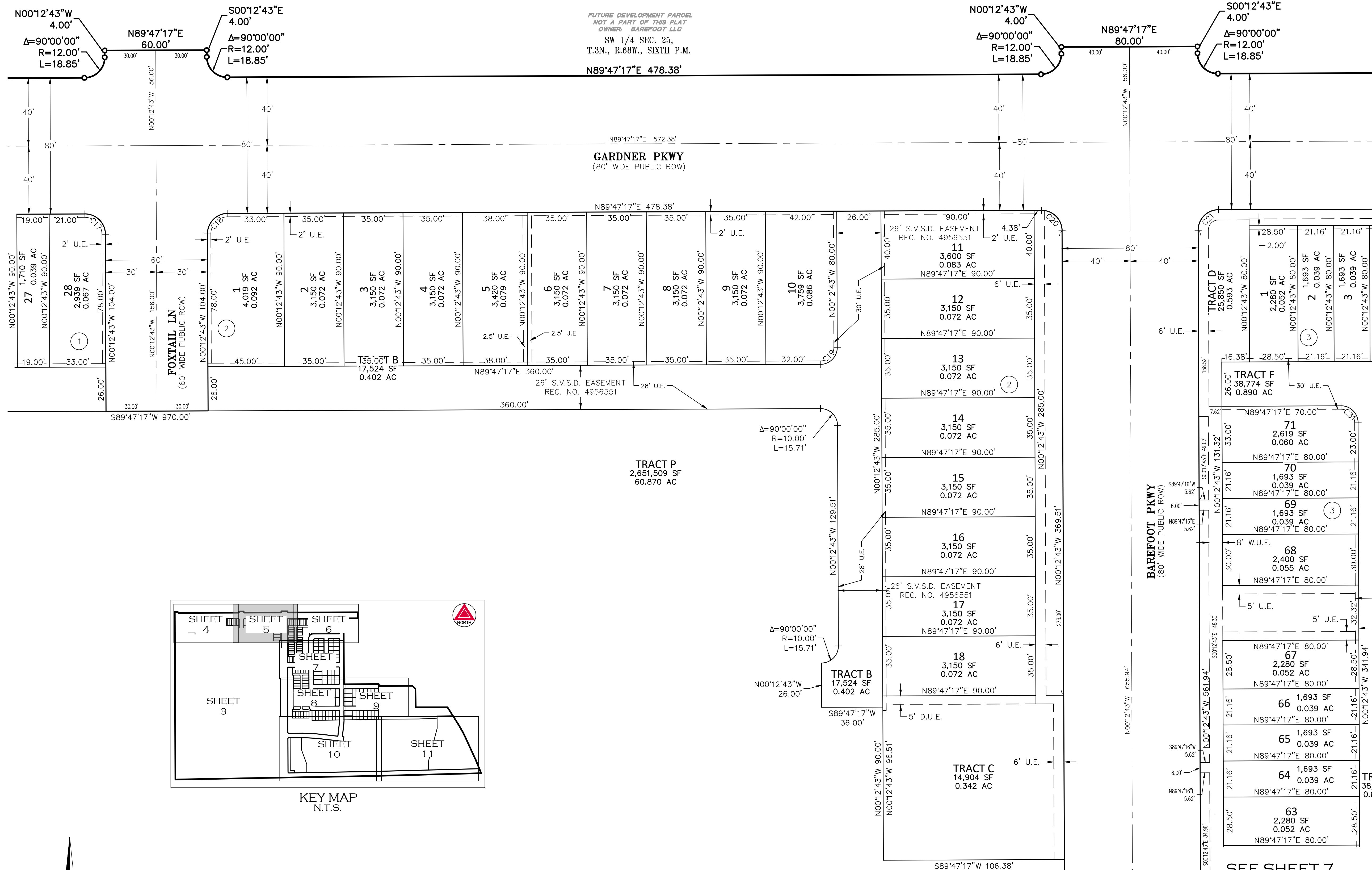
FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.



FIRESTONE INFORMATION BLOCK	
Name of Application	BAREFOOT LAKES
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LOT DETAIL PAGE ~ SHEET 4 of 12	

 AZTEC CONSULTANTS, INC.	300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com	DEVELOPER BAREFOOT LLC 6465 S. GREENWOOD PLAZA BLVD., SUITE 700 CENTENNIAL, COLORADO 80111 (303) 790-6604	DATE OF PREPARATION:	2023-10-17
			SCALE:	1" = 30'
	SHEET 4 OF 12			
AzTec Proj. No.: 54822-19		Drawn By: GLW		

FINAL PLAT
BAREFOOT LAKES FILING NO. 7A
SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
SHEET 5 OF 12
PROJECT NO. FP-24-003



MONUMENT SYMBOL LEGEND

- FOUND SECTION CORNER AS SHOWN HEREON
- SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"

LEGEND

- U.E. = UTILITY EASEMENT
- D.U.E. = DRAINAGE & UTILITY EASEMENT
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- S.V.S.D. = ST. VRAIN SANITATION DISTRICT

SEE SHEET 2
FOR LINE
AND CURVE
TABLES



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
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LOT DETAIL PAGE ~ SHEET 5 of 12



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www.aztecconsultants.com

DEVELOPER
BAREFOOT LLC

6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
(303) 790-6604

DATE OF PREPARATION: 2023-10-17

SCALE: 1" = 30'

SHEET 5 OF 12

AzTec Proj. No.: 54822-19

Drawn By: GLW

FINAL PLAT
BAREFOOT LAKES FILING NO. 7A
SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

SHEET 6 OF 12
PROJECT NO. FP-24-003

N89°47'17"E 924.28'

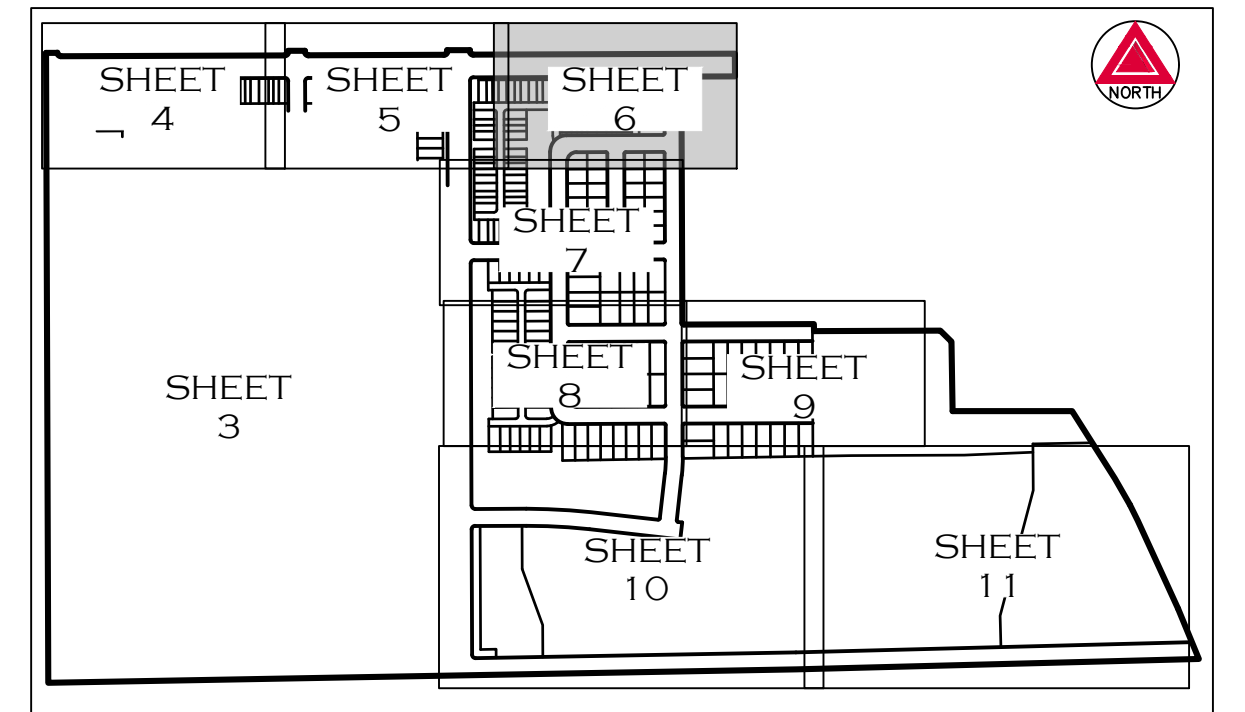
SW 1/4 SEC. 25,
T.3N., R.68W., SIXTH P.M.

GARDNER PKWY
(80' WIDE PUBLIC ROW)

NAME: RADEMACHER,
NUMBER: 11-25,
API: 1231826,
STATUS: Plugged and Abandoned
SEE SHEET 6

Δ=90°00'00"
R=12.00'
L=18.85'

S89°47'17"W 177.28'

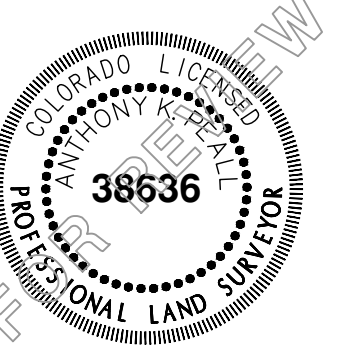
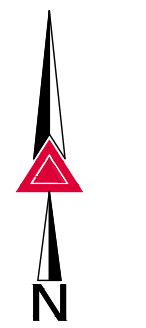


MONUMENT SYMBOL LEGEND

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- SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"

LEGEND

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- S.V.S.D. = ST. VRAIN SANITATION DISTRICT



SCALE: 1" = 30'

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

FUTURE DEVELOPMENT
PARCEL
NOT A PART
OF THIS PLAT
OWNER: BAREFOOT LLC

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
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Phase Number	N/A
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LOT DETAIL PAGE ~ SHEET 6 of 12

DEVELOPER
BAREFOOT LLC

6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
(303) 790-6604

DATE OF PREPARATION: 2023-10-17

SCALE: 1" = 30'

SHEET 6 OF 12



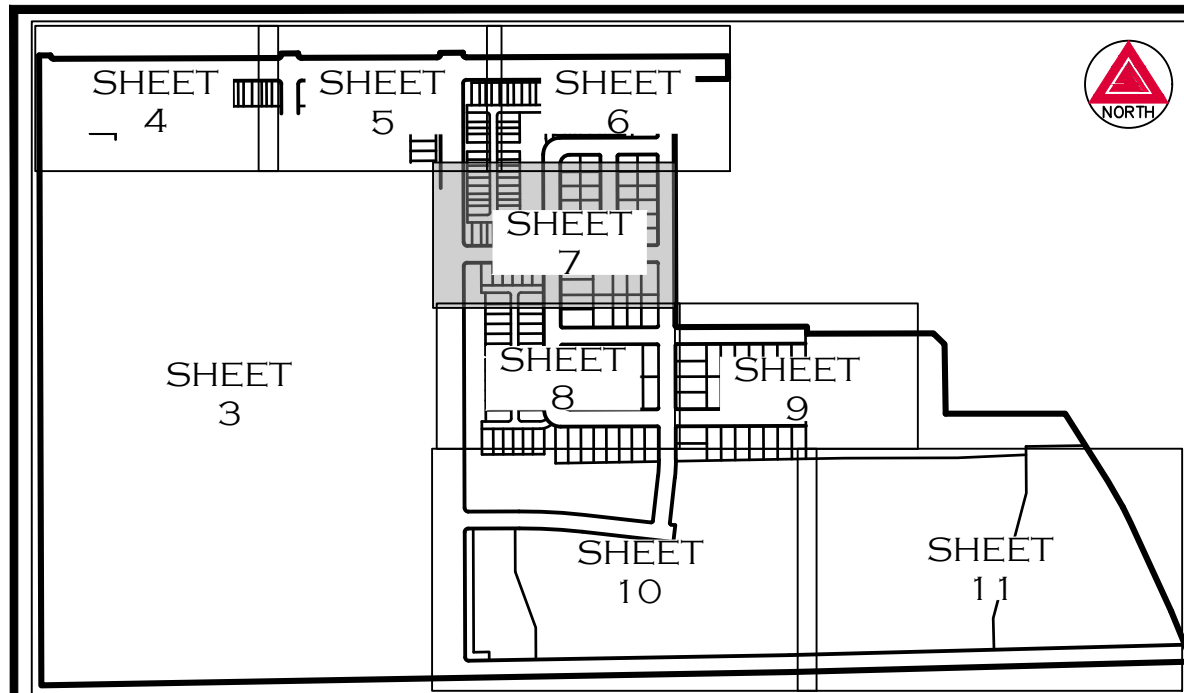
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AzTec Proj. No.: 54822-19

Drawn By: GLW

SEE SHEET 2
FOR LINE
AND CURVE
TABLES

SEE SHEET 7



FINAL PLAT
BAREFOOT LAKES FILING NO. 7A
SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

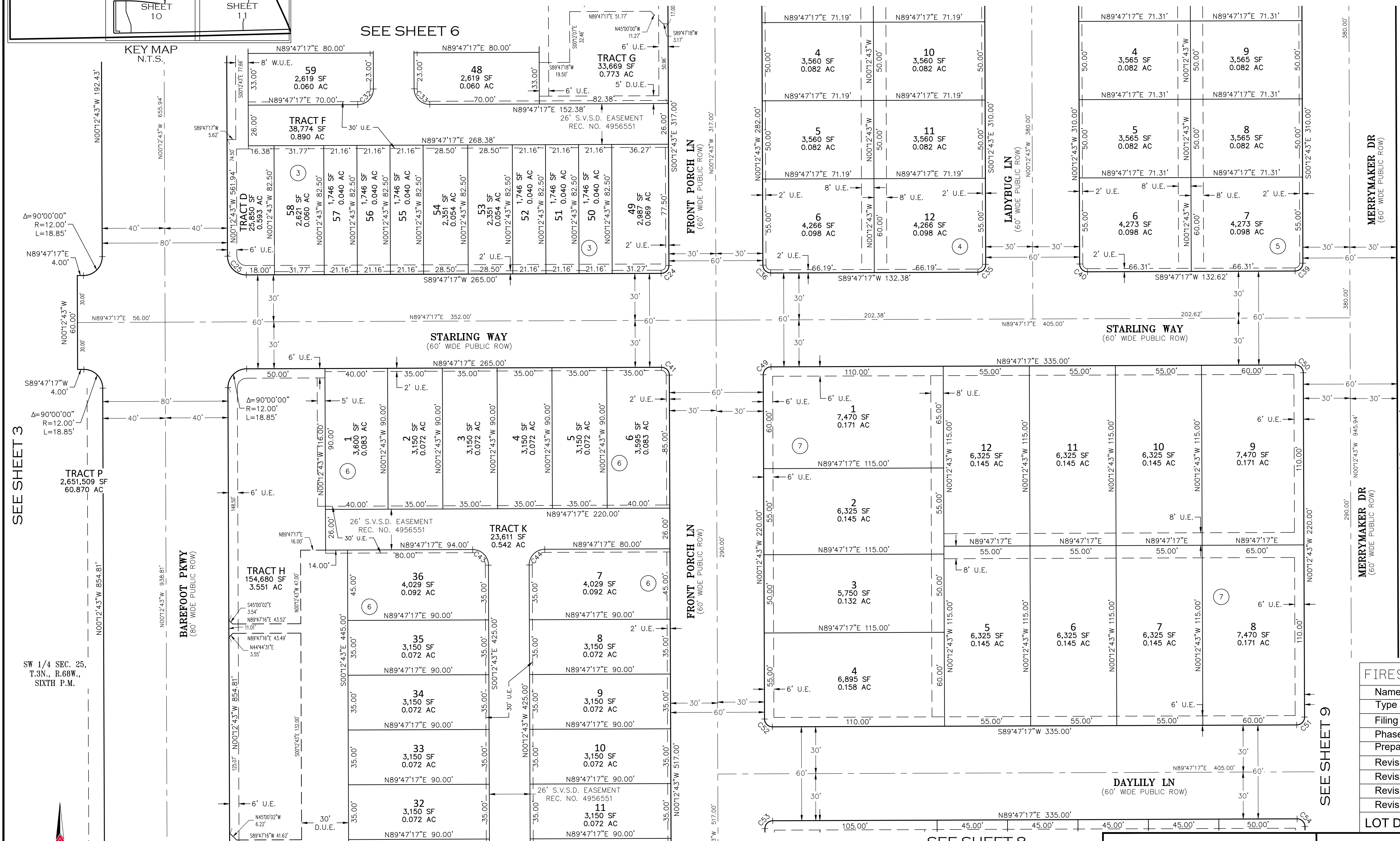
SHEET 7 OF 12
PROJECT NO. FP-24-003

MONUMENT SYMBOL LEGEND

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SEE SHEET 6

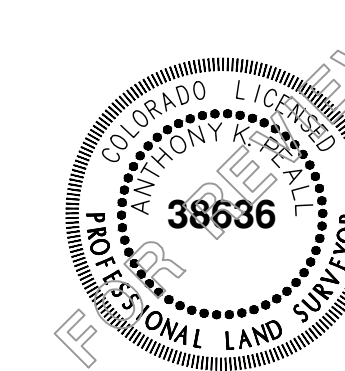
SEE SHEET 6



LEGEND

- U.E. = UTILITY EASEMENT
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- S.V.S.D. = ST. VRAIN SANITATION DISTRICT

SEE SHEET 2
FOR LINE
AND CURVE
TABLES



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 7A
Phase Number	N/A
Preparation Date	2024/01/12
Revision Date	2024/04/29
Revision Date	2024/05/30
Revision Date	2024/06/18
Revision Date	2024/11/07

LOT DETAIL PAGE ~ SHEET 7 of 12



AzTec Proj. No.: 54822-19

Drawn By: GLW

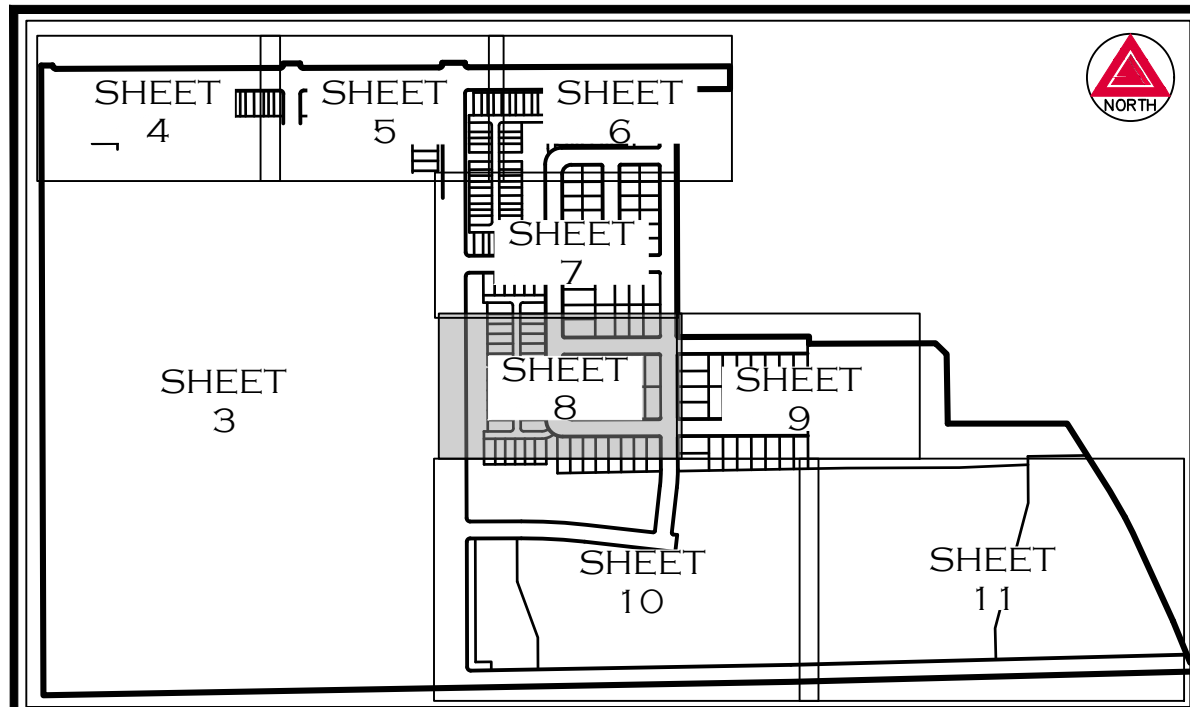
DEVELOPER
BAREFOOT LLC

6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
(303) 790-6604

DATE OF PREPARATION: 2023-10-17

SCALE: 1" = 30'

SHEET 7 OF 12



FINAL PLAT

BAREFOOT LAKES FILING NO. 7A

SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

SHEET 8 OF 12
PROJECT NO. FP-24-003

SEE SHEET 7

SEE SHEET 7

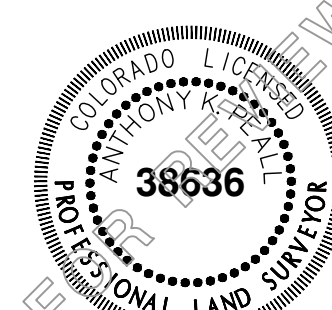
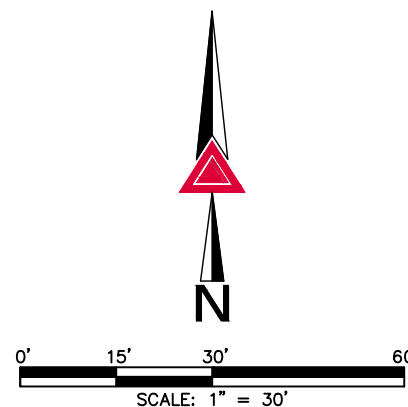
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LOT DETAIL PAGE ~ SHEET 8 of 12



AzTec Proj. No.: 54822-19

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(303) 790-6604

DATE OF PREPARATION: 2023-10-17

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SHEET 8 OF 12

TRACT H
154,680 SF
3.551 AC

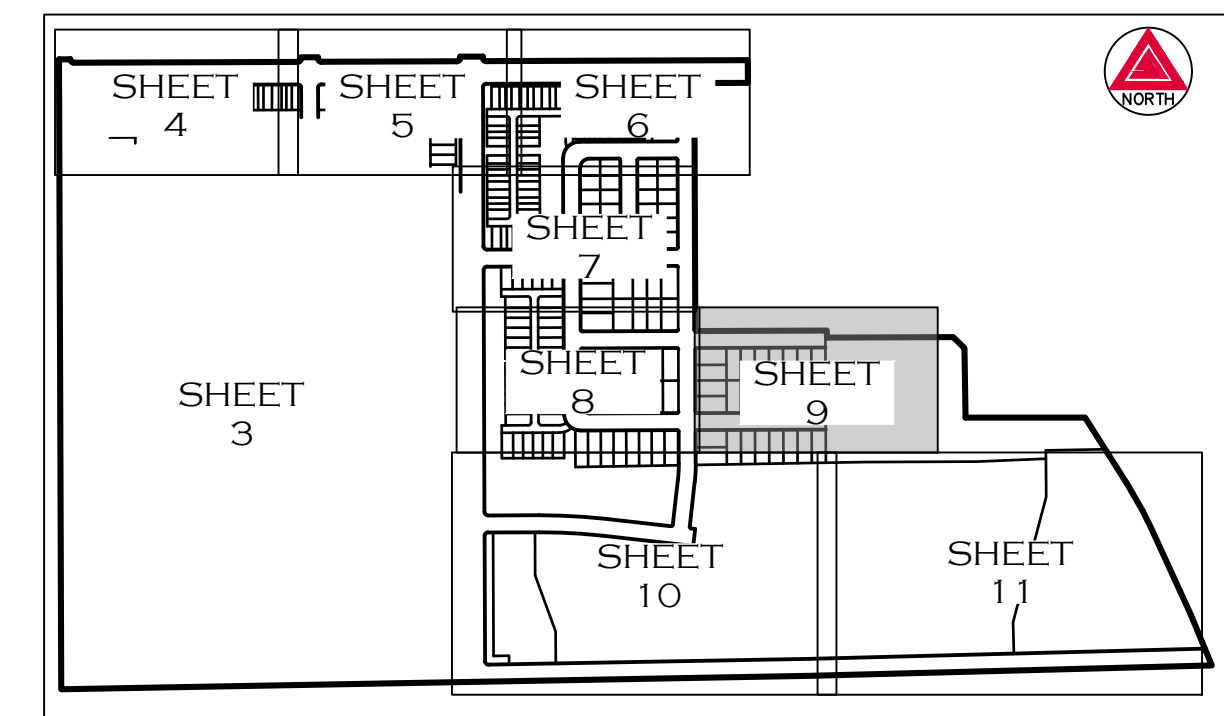
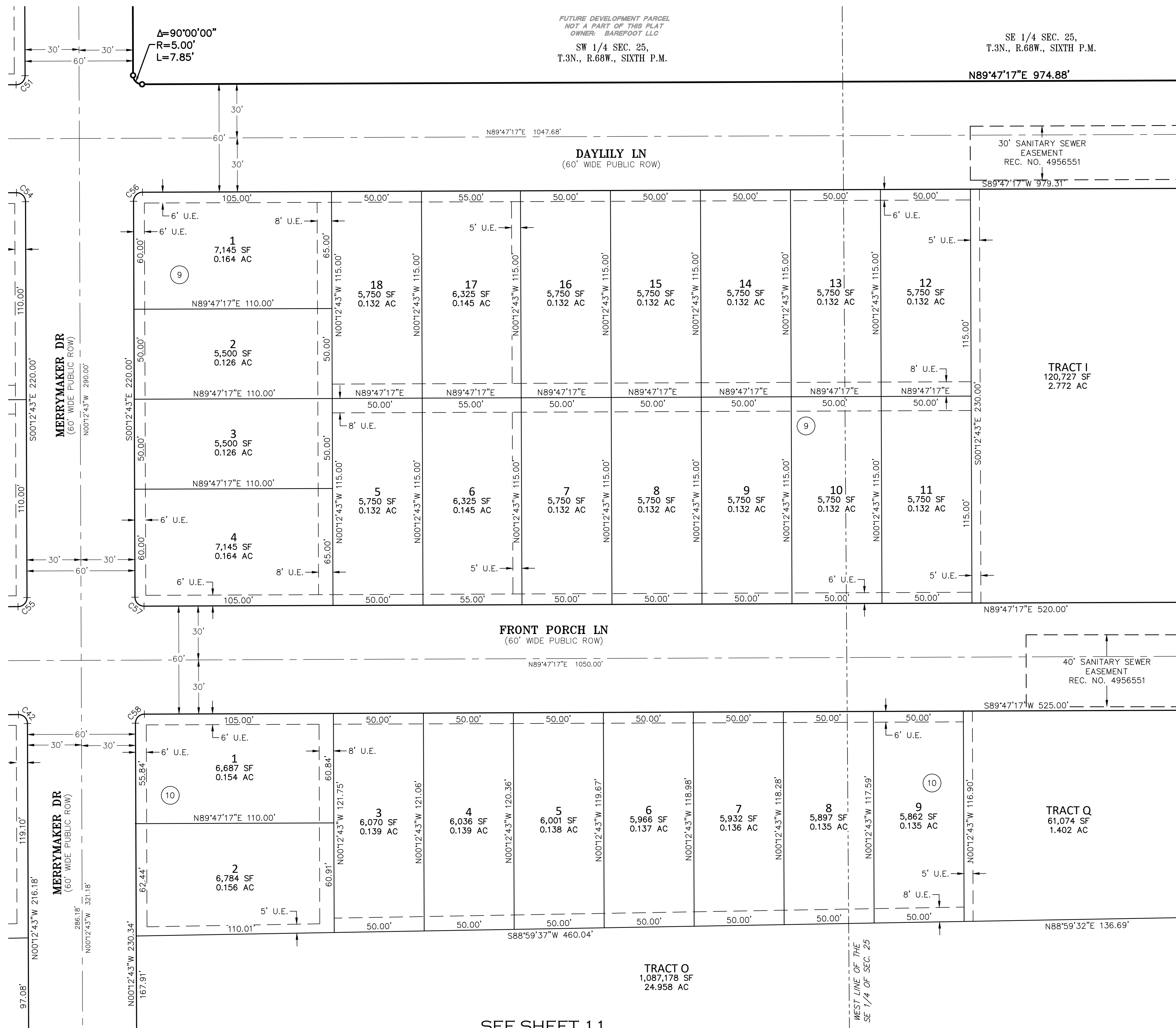
SEE SHEET 10

SW 1/4 SEC. 25,
T.3N., R.68W., SIXTH P.M.

BAREFOOT LAKES FILING NO. 7A

SHEET 9 OF 12

PROJECT NO. FP-24-003



KEY MAP
N.T.S.

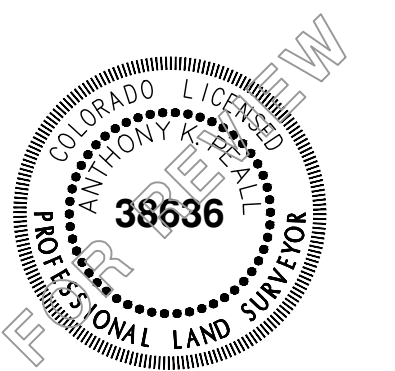
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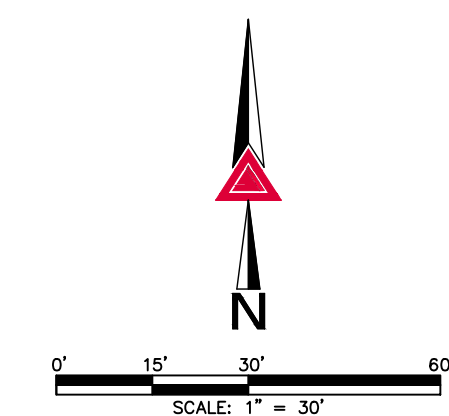


FOR AND ON BEHALF OF
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LOT DETAIL PAGE ~ SHEET 9 of 12

 AZTEC CONSULTANTS, INC.	300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com		DEVELOPER BAREFOOT LLC		DATE OF PREPARATION:	2023-10-17
					SCALE:	1" = 30'
	AzTec Proj. No: 54822-19 Drawn By: GLW		6465 S. GREENWOOD PLAZA BLVD., SUITE 700 CENTENNIAL, COLORADO 80111 (303) 790-6604		S H E E T 9 O F 12	



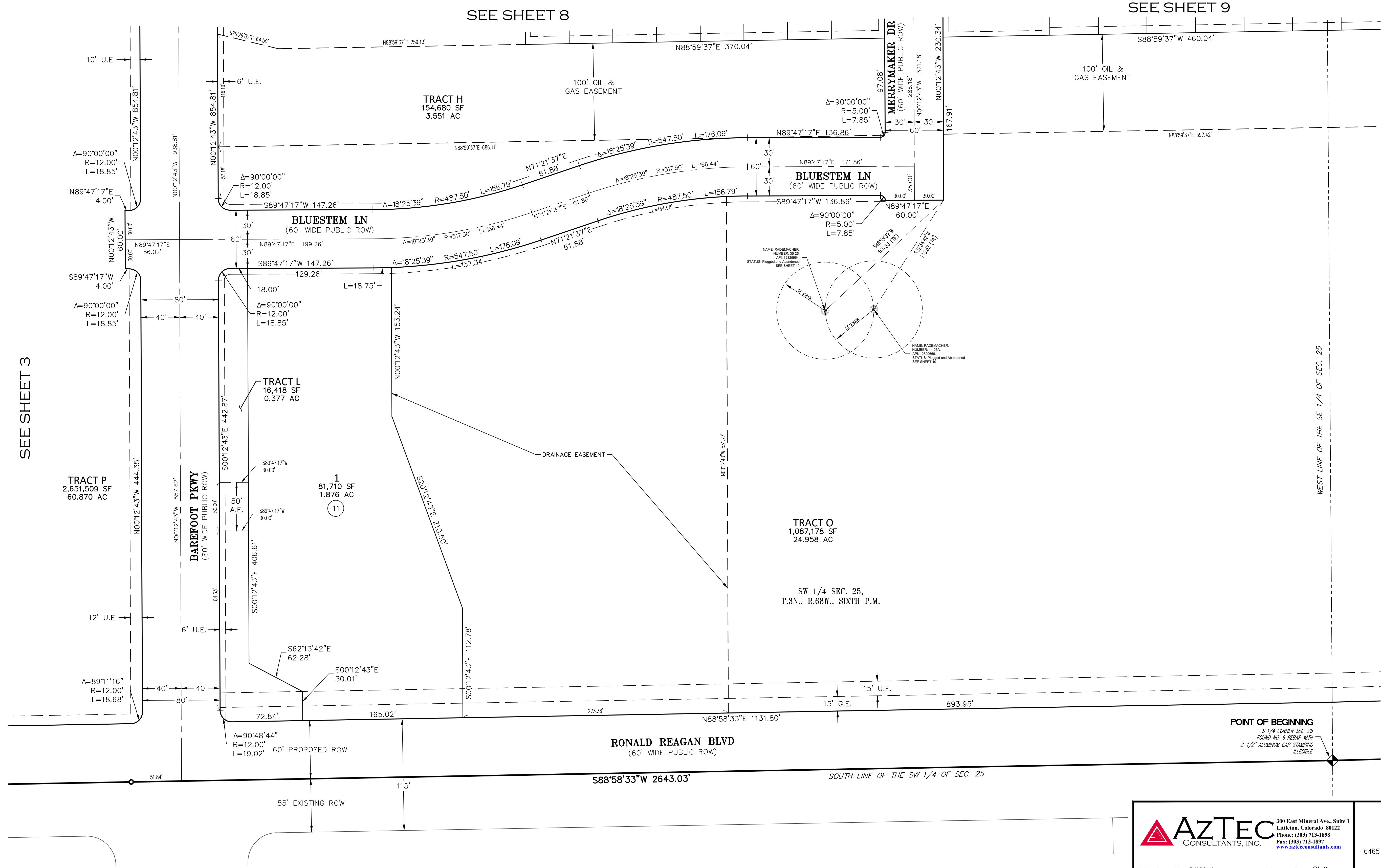
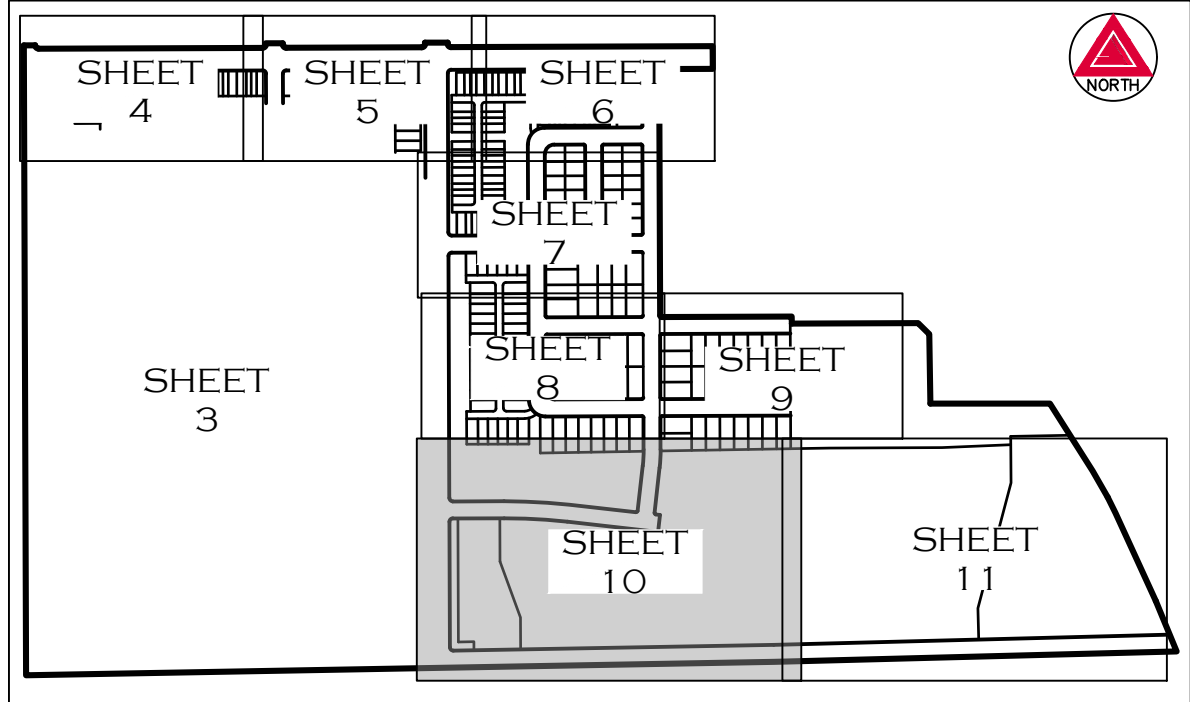
FINAL PLAT
BAREFOOT LAKES FILING NO. 7A
SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

SHEET 10 OF 12
PROJECT NO. FP-24-003

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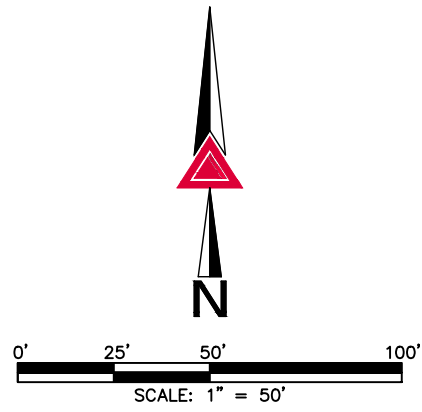


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SEE SHEET 11

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FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

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LOT DETAIL PAGE ~ SHEET 10 of 12

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		6465 S. GREENWOOD PLAZA BLVD., SUITE 700 CENTENNIAL, COLORADO 80111 (303) 790-6604		SCALE:	1" = 50'
				SHEET 10 OF 12	

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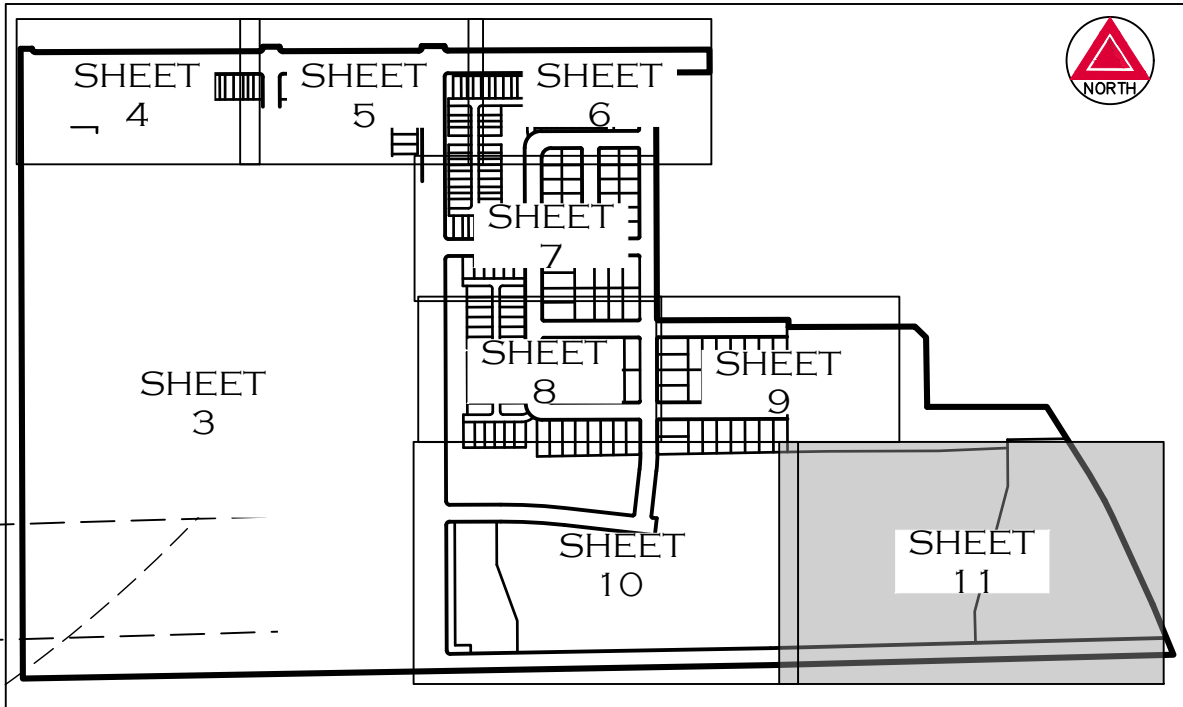
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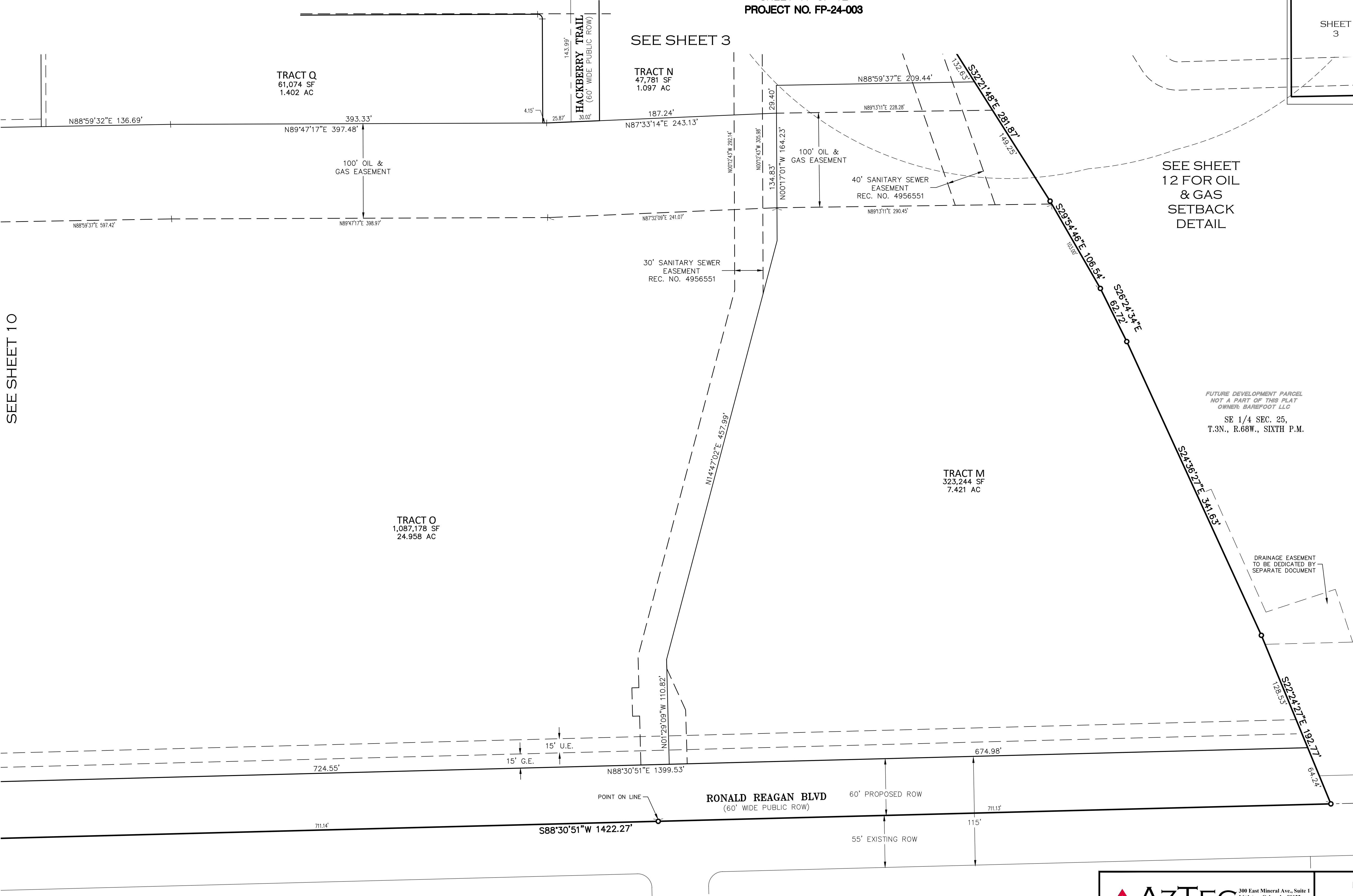
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SHEET 11 OF 12
PROJECT NO. FP-24-003

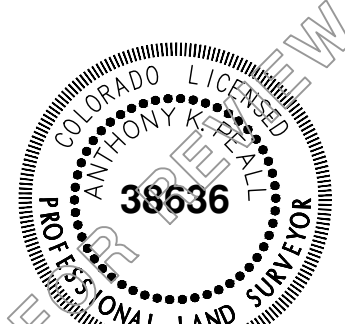
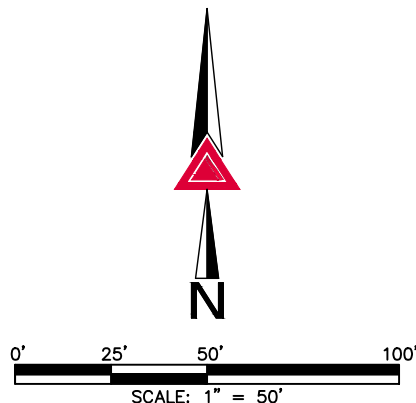


KEY MAP
N.T.S.



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FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

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LOT DETAIL PAGE ~ SHEET 11 of 12



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www.aztecconsultants.com

AzTec Proj. No.: 54822-19

Drawn By: GLW

DEVELOPER
BAREFOOT LLC

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(303) 790-6604

DATE OF PREPARATION: 2023-10-17

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SHEET 11 OF 12

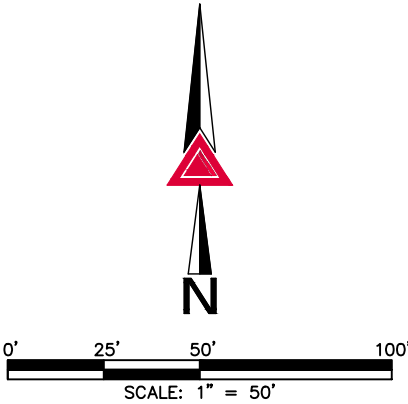
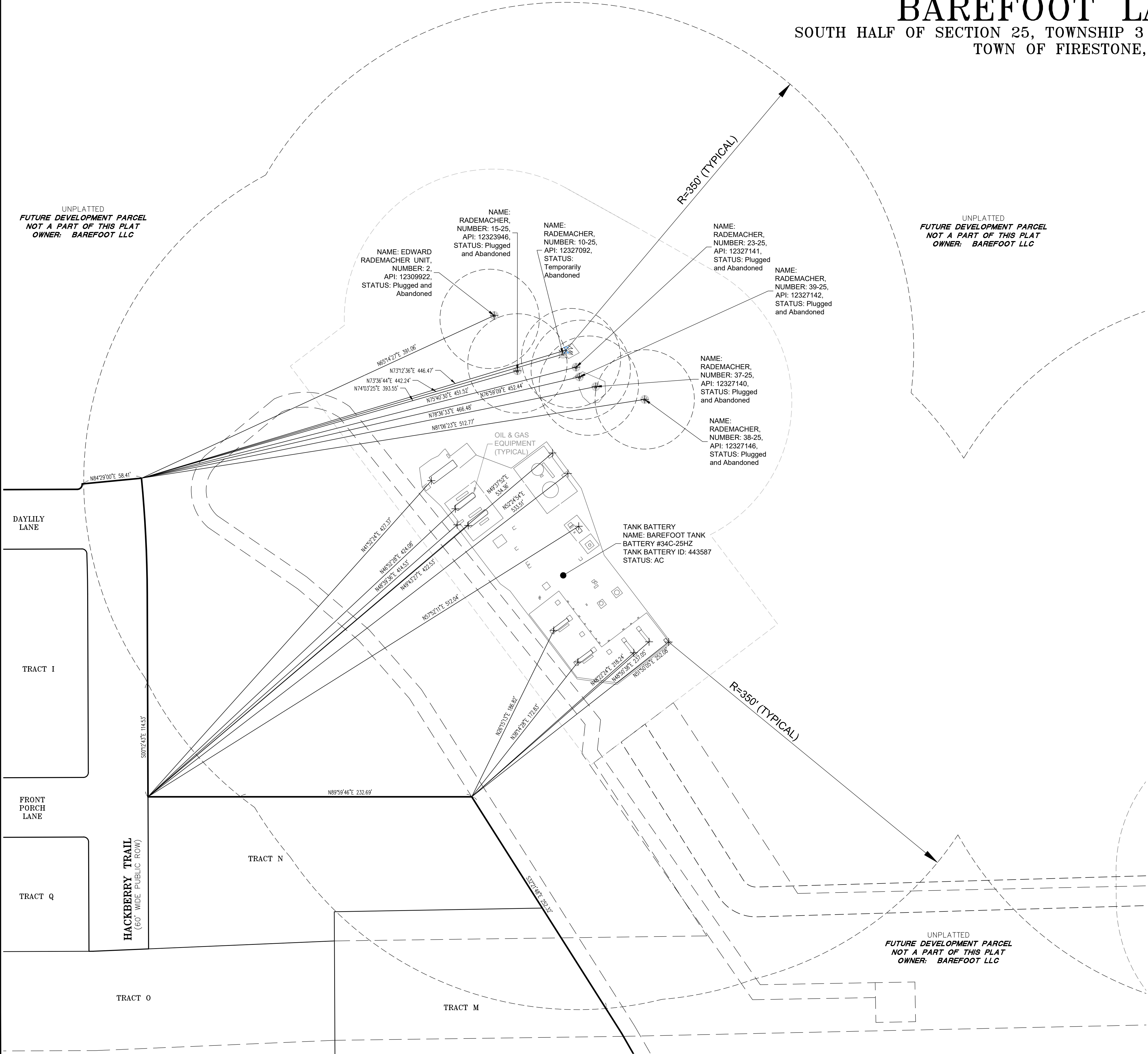
FINAL PLAT

BAREFOOT LAKES FILING NO. 7A

SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

SHEET 12 OF 12

PROJECT NO. FP-24-003



FIRESTONE INFORMATION BLOCK	
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OVERALL PAGE ~ SHEET 12 of 12	



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6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
(303) 790-6604

DATE OF PREPARATION: 2023-10-17

SCALE: 1" = 50'

SHEET 12 OF 12

RESOLUTION NO. 24-68

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR BAREFOOT LAKES FILING NO. 7A AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE BAREFOOT LAKES FILING NO. 7A SUBDIVISION

WHEREAS, Barefoot, LLC (“Applicant”), as the current owner of certain real property located within the Town of Firestone, Colorado (the “Property”), has submitted a proposed final plat for the Property, entitled “Barefoot Lakes Filing No. 7A” (the “Final Plat”); and

WHEREAS, after reviewing the Final Plat at its regular meeting pursuant to Section 16.7.6.D of the Firestone Development Code, the Board of Trustees finds the proposed Final Plat conforms to the approved preliminary plat of the Property, approved by the Board of Trustees through Resolution No. 24-68 duly-adopted following a public hearing, and that the Final Plat substantially complies with the technical subdivision and platting requirements of the Firestone Development Code.

WHEREAS, the Board of Trustees of the Town of Firestone believes it is in the best interest of the Town and its citizens to approve the Barefoot Lakes Filing No. 7A Subdivision Development Agreement and to accept financial guarantees for improvements to be constructed by the Applicant.

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

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

Section 2. The Board of Trustees hereby approves the final plat for Barefoot Lakes Filing No. 7A, attached hereto as **Exhibit A** and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

- (a) All minor, technical corrections to the Final Plat shall be made to the Town’s satisfaction.
- (b) Applicant shall provide a recorded release of the oil and gas easement recorded in the Weld County Clerk and Recorder’s Office at Reception No. 4051167 prior to recordation of the Final Plat, or the Final Plat shall be amended by the addition of the following development note, to read as follows:
 - (1) Block 2, Lots 12-16 will not be issued building permits, sold, conveyed, or transferred until the developer has furnished the Town proof of release, or other documentation acceptable to the Town, indicating such lots are no longer burdened by the oil and gas easement recorded in the Weld County

Clerk and Recorder's Office at Reception No. 4051167. Upon acceptance by the Town of Firestone, the above-stated plat restriction shall be removed.

- (c) Prior to recordation of the Final Plat, Applicant shall provide sufficient proof of approval and acceptance by the Colorado Energy and Carbon Management Commission, or other documentation acceptance to the Town, indicating the flow line underneath Block 2, Lots 12-16 has been removed and capped in accordance with ECMC standards and rules.
- (d) Prior to recordation of the Final Plat, Applicant shall obtain and record a duly executed consent to use easement agreement from the holder of the oil and gas easement recorded in the Weld County Clerk and Recorder's Office at Reception No. 4051167, permitting the Town to cross, construct, install, operate, own, and maintain within the easement area any public improvement as shown on the approved Final Construction Documents.
- (e) Final Construction Documents shall be approved by the Town Engineer prior to the start of construction activities.
- (f) Applicant shall provide an updated title commitment for the Property contained within the Final Plat when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.
- (g) Prior to recordation of the Final Plat, a Phase III Drainage Report shall be approved by the Town.
- (h) Prior to recordation of the Final Plat, a Final Traffic Impact Analysis shall be approved by the Town.
- (i) Prior to recordation of the Final Plat, a Final Utility Study shall be approved by the Town.
- (j) Prior to recordation of the Final Plat, all approvals from the No. 3 Outlet Lateral Ditch Company must be completed and any ditch agreements provided to the Town.
- (k) Applicant shall pay applicable fees incurred as a result of the application approval, including, but not limited to, utility, remapping, public land dedication, cash-in-lieu fees, legal notice and legal review, and recording fees.

Section 3. The Barefoot Lakes Filing No. 7A Subdivision Development Agreement between the Town of Firestone and Applicant is hereby approved in the form substantially similar to the form attached hereto as **Exhibit B**, with such revisions thereto as may be necessary for the Town's protection, and as approved by the Town Attorney's Office and the Town Manager. The Mayor is authorized to execute the Subdivision Development Agreement on behalf of the Town.

Section 4. The dedication of all easements and all other places designated for public use as shown upon the final plat Barefoot Lakes Filing No. 7A is hereby accepted by the Town of Firestone, subject however, to the condition that the Town shall not undertake maintenance of any

easement or other place designated for public use until after construction of all necessary public improvements has been satisfactorily completed by the land owner and accepted in writing by the Town of Firestone.

Section 5. The Planning and Development Director is authorized to make any changes to the mylar form of the approved Final Plat to correct errors and to make such other changes that are expressly authorized or required pursuant to this Resolution.

Section 6. The Mayor and Town Clerk are hereby authorized and directed to certify upon the final subdivision plat the Town's approval and acceptance thereof. The Town Clerk is hereby authorized and directed to file the subdivision plat with Weld County Clerk and Recorder's office upon fulfillment of all conditions as indicated herein.

Section 7. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Barefoot Lakes Filing No. 7A final plat shall be null and void if the conditions set forth in Section 2 are not complied with within one hundred and eighty (180) days of the date of this Resolution.

PASSED AND ADOPTED this ____ day of _____, 2024.

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Barefoot Lakes Filing No. 7A
Final Plat

EXHIBIT B
Barefoot Lakes Filing No. 7A
Subdivision Development Agreement

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.a

Discussion/Action

Meeting Date: December 18, 2024

Initiated By: Nate Haasis

Department: Engineering & Utilities

AGENDA ITEM

Resolution 24-112 A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND TLM CONSTRUCTORS, INC. FOR CONSTRUCTION SERVICES PERTAINING TO THE WELD COUNTY ROAD 20 AND COAL RIDGE DITCH BRIDGE REPLACEMENT PROJECT

RECOMMENDATION

Staff recommends that the Board approve Resolution 24-112, a resolution approving the construction agreement between the Town of Firestone and TLM Constructors, Inc. for construction services for the WCR 20 Bridge Replacement Project.

SUMMARY

This resolution is for construction services for the replacement of the bridge structure located at Weld County Road 20 over the Coal Ridge Ditch. The work will consist of replacing the existing bridge with a concrete box culvert (CBC). In October 2024, staff issued a Request for Bids (RFB) for construction services necessary to construct the Weld County Road 20 Bridge Replacement Project. Staff received eight bids and after review, it was determined TLM Constructors, Inc. (TLM) was the lowest responsible bidder.

TLM has significant experience with CDOT projects, including structure replacement/construction that directly relates to this project. CDOT has reviewed all bid documents and agrees with the Town's determination of TLM as the lowest responsible bidder. CDOT's Local Agency Coordinator worked closely with Town staff throughout the RFB process. CDOT reviewed the RFB and obtained federal approval to grant the Town authorization to bid prior to issuance of the RFB. CDOT is now finalizing the process to secure federal approval for granting the Town authorization to award the contract in concurrence with the Town's procurement process.

FINANCIAL CONSIDERATIONS

The agreement includes an amount not to exceed \$1,007,176.50. The 2025 Budget includes \$1,238,108.00 for the WCR 20 Bridge Replacement Project.

HISTORY AND PREVIOUS BOARD ACTION

In October 2022, the Town applied for the CDOT Off-System Bridge Program Grant for the construction phase of the bridge replacement located at Pine Cone Ave (WCR 20) and Coal Ridge Ditch. In February 2023, CDOT'S Special Highway Committee awarded the Town a grant in the amount of \$912,970.00. This grant includes \$730,376.00 in federal funds with a \$182,594.00 local match (80/20 split) to be used for the completion of the construction phase of the bridge replacement project.

In March 2023, the board approved the Bohannon Hutson, Inc. (BHI) design contract for professional services necessary to design and deliver complete Construction Documents.

In August 2023, the Board approved an IGA (Intergovernmental Agreement) between CDOT and The Town of Firestone to define the project scope, project responsibilities, detailed funding amounts, and payment obligations.

In November 2024, the Board approved a resolution for construction management services for the Weld County Road 20 Bridge Replacement Project with JUB Engineering to perform construction management services for the Weld County Road 20 Bridge Replacement Project.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Maintain Town Infrastructure & Facilities
 - Uphold Fiscal Integrity
 - Maintain a Safe, Clean & Beautiful Town

ATTACHMENTS

1. Reso 24-112 TLM Constructors Construction Contract (WCR 20 and Coal Ridge Ditch Bridge Replacement)
2. WCR Over Coal Ridge Ditch Bridge Replacement Construction Contract S2024-9247

RESOLUTION NO. 24-112

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING A CONSTRUCTION
CONTRACT BETWEEN THE TOWN OF FIRESTONE AND TLM
CONSTRUCTORS, INC. FOR CONSTRUCTION SERVICES PERTAINING
TO THE WELD COUNTY ROAD 20 AND COAL RIDGE DITCH BRIDGE
REPLACEMENT PROJECT**

WHEREAS, the Town of Firestone (“Town”) is in need of professional construction services in connection with the Weld County Road 20 and Coal Ridge Ditch Bridge Replacement Project (the “Project”); and

WHEREAS, the Town issued an request for bid (“RFB”) for such services for the Project; and

WHEREAS, the Town has evaluated the bids submitted in response to the RFB, and finds that TLM Constructors, Inc. (“TLM”) is the lowest responsible and responsive bidder for the RFB; and

WHEREAS, the Town finds that TLM has the expertise, qualifications, and experience to perform the work and duties required for the Project, and desires to select TLM as the lowest responsible and responsive bidder for the RFB and to enter into a construction contract with TLM to provide the construction services and perform the work as described in Construction Contract, attached hereto as Exhibit A.

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

Section 1. The Construction Contract between the Town of Firestone and TLM Constructors, Inc. is approved in substantially the same form as the copy attached hereto and made a part of this Resolution, and the Mayor is authorized to execute the Agreement on behalf of the Town.

PASSED AND ADOPTED this ____ day of _____, 2024.

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez, 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 _____, 2024 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town" or the "Owner"), and **TLM Constructors, Inc.** an independent contractor with a principal place of P.O. BOX 336638, Greeley, CO, 80633 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

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

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

I. SCOPE OF WORK

- A. The Contractor shall complete all Work and perform all Services described or reasonably implied from the Scope of Work set forth in Exhibit A and the Contract Documents, attached hereto and incorporated herein by this reference and known as: **WCR 20 Over Coal Ridge Ditch Bridge Replacement Construction (S2024-9247) Project.**
- B. A change in the Scope of Work shall not be effective unless authorized as a modification to this Agreement or change order in accordance with the Contract Documents. If the Contractor proceeds without such written authorization, the Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.
- C. Within ten days of the Effective Contract Date, the Contractor shall provide the performance bond, labor & material payment bond, and certificate of insurance required by the Contract Documents.

II. DESIGN PROFESSIONAL

This Project has been designed by: Bohannan Huston

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 the 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 Agreement. It shall continue until the Contractor completes the Scope of Services to the Town's satisfaction, or until terminated as provided herein.
- B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay the Contractor for all Work previously authorized and satisfactorily completed prior to the date of termination. If, however, the Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.
- C. Should a delay in completion constitute a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty, and the parties recognize the delays, expenses, and difficulties involved in proving the actual loss suffered by the Town if the Work is not completed on time. Accordingly, instead of requiring such proof the Parties agree that as liquidated damages 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 one thousand dollars (\$1,000) 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 **\$1,007,176.5** (the "Contract Price"). The Contract Price shall include all fees, costs, and expenses incurred by the Contractor, and no additional amounts shall be paid by the Town for such fees, costs, and expenses.

V. PAYMENT PROCEDURES

- A. The Contractor may submit Applications for Payment for completed Work per the UNIT-PRICE BID FORM. The Contractor may submit periodic invoices, which the Town shall pay within 30 days of receipt.
- B. The Town may retain up to five percent (5%) of the calculated value of completed work from each application of payment up until the Construction Contract is completed satisfactorily and finally accepted by the Town.
- C. Upon issuing a final acceptance of the Work for the Project, the Town shall pay to Contractor the remainder of the funds or monies previously withheld as retainage.

VI. RESPONSIBILITY

- A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law.
- B. The Work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of Work in the applicable community.

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- C. The Work performed by the Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the Keep Jobs in Colorado Act, C.R.S. 8-17-101, et seq. (the "Act") and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules").
 - D. The Town's review, approval or acceptance of, or payment for any completed Work shall not be construed to operate as a waiver of any rights under this Construction Contract or of any cause of action arising out of the performance of this Construction Contract.
 - E. The Contractor hereby warrants to the Town that all materials and equipment used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. The Contractor further warrants that all equipment and materials shall be of good quality, conform to the requirements of the Contract Documents and will be free from defects. All Work, materials, or equipment not conforming to the Contract Documents shall be considered defective.
 - F. The Contractor shall warrant and guarantee all materials and equipment furnished under the Construction Contract and all Work performed for two years after the date of Substantial Completion. Under this warranty, Contractor agrees to repair or replace, at its own expense, any Work that is found to be defective. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for Work negligently or defectively performed.

VII. OWNERSHIP

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

VIII. INDEPENDENT CONTRACTOR

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

IX. INSURANCE

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

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

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

X. INDEMNIFICATION

The Contractor agrees to defend, 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, recklessness or other faults of the Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

XI. CONTRACT DOCUMENTS

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

- A. Exhibit to this Construction Contract:
1. Exhibit A: Scope of Work Summary
 2. Exhibit B: FHWA Form 1273

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- B. Performance Bond and Labor & Material Payment Bond.
 - C. Notice of Award.
 - D. Notice to Proceed.
 - E. "Specifications" bearing the title: **Weld County Road 20 Bridge Replacement of Structure FRSTN20.0_15.0A**
 - F. "Drawings" consisting of **Project No. BRO M440-001, Project Code 25779, Firestone WCR20 And Coal Ridge Ditch Bridge Replacement**
 - G. Addendum numbers:
 - 1. Addendum #1: October 25, 2024
 - 2. Addendum #2: October 28, 2024
 - 3. Addendum #3: October 31, 2024
 - H. The following may be delivered or issued after the Effective Date of the Construction Contract and are attached hereto: All written amendments and other documents amending, modifying, or supplementing of the Contract Documents.

XII. CHANGE ORDERS

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

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.

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- E. Notice. Any notice under this Construction Contract shall be in writing, and shall be deemed sufficient when personally 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. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Article X, § 20 of the Colorado Constitution. Any financial obligation of the Town is subject to annual appropriation by its Board of Trustees. Any failure of a Board of Trustees to annually appropriate adequate monies to finance the Town's obligations under this Agreement shall terminate the Agreement upon expenditure of the appropriated funds. IN WITNESS WHEREOF, the Parties have executed this Construction Contract as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

Don Conyac, Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

TLM Constructors

By: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2024 by _____ as _____ of _____.

My commission expires:

(SEAL)

Notary Public

EXHIBIT A

SCOPE OF WORK

The work consists of replacing off-system bridge structural number FRSTN20.0_15.0A, which carries Weld County Road 20 and the Coal Ridge Ditch. The major components of the project include the removal of the existing bridge structure and the installation of a new Concrete Box Culvert. This project is partially funded through the Colorado Special Highway Committee Off-System Bridge Grant Program. The bridge replacement construction shall meet the Colorado Department of Transportation (CDOT) requirements as specified in the specifications.

The DBE participation goal is 9.5%. The On-the-job (OJT) training contract goal is 320 hours.

Contractor's Duties

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

- Construction Drawings, dated 11/18/2024
- Project Specifications, Dated 11/18/2024
- Town of Firestone Construction standards for Public Improvements 2022 Edition

The contractor shall meet or exceed all requirements outlined in the abovementioned documents.

UNIT PRICE BID FORM

S2024-9247

CONTRACT ITEM NO.	CONTRACT ITEM	UNIT	Quantity	CONTRACTORS BID	
				Unit Cost	Total Cost
201-00000	Clearing and Grubbing	LS	1	\$ 9,000.00	\$ 9,000.00
202-00220	Removal of Asphalt Mat	SY	940	\$ 17.50	\$ 16,450.00
202-00400	Removal of Bridge	EA	1	\$ 20,000.00	\$ 20,000.00
202-01130	Removal of Guardrail Type 3	LF	70	\$ 25.00	\$ 1,750.00
203-00000	Unclassified Excavation	CY	499	\$ 25.00	\$ 12,475.00
203-00050	Unsuitable Material	CY	50	\$ 110.00	\$ 5,500.00
203-00066	Embankment Material (Complete in place)(R40)	CY	1178	\$ 46.00	\$ 54,188.00
206-00000	Structure Excavation	CY	646	\$ 24.00	\$ 15,504.00
206-00100	Structure Backfill (Class 1)	CY	393	\$ 57.00	\$ 22,401.00
207-00700	Topsoil (Onsite)	CY	581	\$ 25.00	\$ 14,525.00
208-00002	Erosion Log Type 1 (12 Inch)	LF	175	\$ 10.00	\$ 1,750.00
208-00020	Silt Fence	LF	820	\$ 4.00	\$ 3,280.00
208-00041	Rock Check Dam	LF	60	\$ 120.00	\$ 7,200.00
208-00046	Pre-Fabricated Concrete Washout Structure	EA	1	\$ 2,500.00	\$ 2,500.00
208-00075	Pre-fabricated Vehicle Tracking Pad	EA	2	\$ 6,500.00	\$ 13,000.00
208-00103	Removal and Disposal of Sediment(Labor)	HR	10	\$ 55.00	\$ 550.00
208-00105	Removal and Disposal of Sediment(Equipment)	HR	10	\$ 130.00	\$ 1,300.00
208-00106	Sweeping (Sediment Removal)	HR	30	\$ 130.00	\$ 3,900.00
208-00207	Erosion Control Management	DAY	60	\$ 350.00	\$ 21,000.00
208	Temporary Ditch Crossing	LS	1	\$ 9,750.00	\$ 9,750.00
210-00810	Reset Ground Sign	EA	6	\$ 450.00	\$ 2,700.00
211-0001	Dewatering	LS	1	\$ 12,000.00	\$ 12,000.00
212-00032	Soil Conditioning	AC	0.36	\$ 15,000.00	\$ 5,400.00
212-00708	Seeding (Native) (Broadcast)	AC	0.36	\$ 15,000.00	\$ 5,400.00
216-00101	Soil Retention Blanket (Class 1)	SY	215	\$ 6.50	\$ 1,397.50
240-00000	Wildlife Biologist	HR	5	\$ 150.00	\$ 750.00
240-00010	Removal of Nest	HR	5	\$ 150.00	\$ 750.00
240-00020	Netting	SY	30	\$ 88.00	\$ 2,640.00
250-00010	Environmental Health and Safety Management	LS	1	\$ 3,000.00	\$ 3,000.00
304-06000	Aggregate Base Course (Class 6)(9 Inch)	TON	40	\$ 65.00	\$ 2,600.00
306-01000	Reconditioning (Subgrade)	SY	80	\$ 7.00	\$ 560.00
403-00721	Hot Mix Asphalt (Patching)(Asphalt)	SY	20	\$ 115.00	\$ 2,300.00
403-33741	Hot Mix Asphalt (Grading S)(75)(PG 64-22)(4 Inch)	TON	210	\$ 125.00	\$ 26,250.00
403-34651	Hot Mix Asphalt (Grading SX)(75)(PG 64-28)(2 Inch)	TON	110	\$ 155.00	\$ 17,050.00
420-00133	Geotextile (Separator) (Class 2)	SY	289	\$ 5.50	\$ 1,589.50

506-01020	Geogrid Reinforcement	SY	552	\$ 4.00	\$ 2,208.00
506-00412	Soil Riprap (12 Inch)	CY	30	\$ 230.00	\$ 6,900.00
515-00120	Waterproofing (Membrane)	SY	208	\$ 25.00	\$ 5,200.00
601-03030	Concrete Class D (Box Culvert)	CY	53	\$ 1,000.00	\$ 53,000.00
602-00020	Reinforcing Steel (Epoxy Coated)	LB	7586	\$ 3.00	\$ 22,758.00
603-71205	12x5 Foot Concrete Box Culvert (Precast)	LF	120	\$ 1,475.00	\$ 177,000.00
607-11525	Fence (Plastic)	LF	1245	\$ 3.50	\$ 4,357.50
620-00020	Sanitary Facility	EA	1	\$ 2,000.00	\$ 2,000.00
625-00000	Construction Surveying	LS	1	\$ 12,000.00	\$ 12,000.00
626-00000	Mobilization	LS	1	\$ 70,000.00	\$ 70,000.00
627-00009	Modified Epoxy Pavement Marking (Inlaid)	GAL	3	\$ 1,550.00	\$ 4,650.00
630-00000	Flagging	HR	40	\$ 45.00	\$ 1,800.00
630-00007	Traffic Control Inspection	DAY	20	\$ 400.00	\$ 8,000.00
630-00012	Traffic Control Management	DAY	20	\$ 1,050.00	\$ 21,000.00
630-80336	Barricade (Type 3 M-B)(Temporary)	EA	4	\$ 80.00	\$ 320.00
630-80341	Construction Traffic Sign (Panel Size A)	EA	2	\$ 60.00	\$ 120.00
630-80342	Construction Traffic Sign (Panel Size B)	EA	20	\$ 60.00	\$ 1,200.00
630-80343	Construction Traffic Sign (Panel Size C)	EA	2	\$ 60.00	\$ 120.00
630-80355	Portable Message Sign Panel	EA	2	\$ 1,700.00	\$ 3,400.00
630-80360	Drum Channelizing Device	EA	20	\$ 30.00	\$ 600.00
630-80380	Traffic Cone	EA	20	\$ 12.00	\$ 240.00
	FORCE ACCOUNT			SUBTOTAL:	\$ 717,283.50
700-70010	F/A Minor Contract Revisions	F/A	1	143510	143510
700-70023	F/A On-the-Job Trainee	F/A	1	5213	5213
700-70380	F/A Erosion Control	F/A	1	28710	28710
700	F/A Utilities	F/A	1	50240	50240
700-70170	F/A Pothole Utilities	F/A	1	28710	28710
700-70019	F/A Asphalt Cement Cost Adjustment	F/A	1	4800	4800
700-70160	F/A Detour	F/A	1	28710	28710
TOTAL BID IN WRITTEN WORDS: One Million Seven Thousand One Hundred Seventy-Six Dollars and Fifty Cents				TOTAL:	\$1,007,176.50

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



SAMPLE NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT NAME: _____

PROJECT NUMBER: _____

PROJECT MANAGER: Kiran Bhusal, PE

You are hereby notified to commence WORK in accordance with the Agreement dated __, 2024, on or before __, 2025. The Work shall be substantially completed within calendar days of this notice to proceed. Substantial completion shall be on or before, __, 2025.

Town of Firestone, Colorado

By: _____

Name: Kiran Bhusal, PE

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this _____ day of _____, 20____.

CONTRACTOR:

(TLM Constructors, Inc.)

By: _____

Name: _____

(Please Type or Print)

Title: _____

Contractor:

Return one signed copy to:

Kiran Bhusal, PE

KBHUSAL@FIRESTONECO.GOV



SAMPLE NOTICE OF AWARD

TO: TLM Constructors, Inc.
4 Inverness CT E, Suite 250,
Englewood, CO, 80112

PROJECT NAME: WCR 20 Over Coal Ridge Ditch Bridge Replacement Construction

PROJECT NUMBER: S2024-9247

PROJECT MANAGER: Kiran Bhusal, PE

You are hereby notified that your BID has been accepted for items in the amount of_____, and an executed agreement was presented to the TOWN Board.

You are required by the Contract Documents to furnish the required performance bond and labor & material payment bond and certificate of insurance within 10 days of this NOTICE OF AWARD dated below.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the TOWN at the attention of the Engineering Department.

Dated this __ day of ___, 2024.

Town of Firestone, Colorado

By: _____

Name: Kiran Bhusal, PE

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged:

CONTRACTOR:

TLM Constructors, Inc.

By:

Name: _____

(Please Type or Print)

Title: _____

Contractor:

Return one signed copy to:

Kiran Bhusal, PE

KBHUSAL@FIRESTONECO.GOV

PERFORMANCE BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Town of Firestone, Colorado Mailing address <i>(principal place of business)</i> : 9950 Park Avenue Firestone, CO 80504	Contract Description <i>(name and location)</i> : WCR 20 Over Coal Ridge Ditch Bridge Replacement Construction (S2024-9247) Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☒ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

PAYMENT BOND

Contractor Name: _____ Address <i>(principal place of business)</i> : _____ 	Surety Name: _____ Address <i>(principal place of business)</i> : _____
Owner Name: Town of Firestone, Colorado Mailing address <i>(principal place of business)</i> : 9950 Park Avenue Firestone, CO 80504	Contract Description <i>(name and location)</i> : WCR 20 Over Coal Ridge Ditch Bridge Replacement Construction (S2024-9247) Contract Price: _____ Effective Date of Contract: _____
Bond Bond Amount: _____ Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☒ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the State of Colorado will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.1, below. Otherwise, the Surety and Contractor shall have the following obligations.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner intends to declare a Contractor Default and terminate the services of Contractor. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract, and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the State of Colorado will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None**

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.b

Discussion/Action

Meeting Date: December 18, 2024

Initiated By: Nate Haasis

Department: Engineering & Utilities

AGENDA ITEM

Resolution 24-113 A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND LUMIN8 TRANSPORTATION TECHNOLOGIES, LLC FOR CONSTRUCTION SERVICES PERTAINING TO THE NEIGHBORS POINT HAWK TRAFFIC SIGNAL PROJECT

RECOMMENDATION

Staff recommends the Board approve Resolution 24-113, approving an agreement with Lumin8 Transportation Technologies, LLC., and authorizing the expenditure of funds.

SUMMARY

This Resolution is for the Town to enter into a construction contract with Lumin8 Transportation Technologies, LLC for the Neighbors Point HAWK Signal Construction.

In May 2024, the Board approved a resolution executing an agreement with Bohannon Huston, Inc. for design and construction services for the installation of the High-Intensity Activated crossWalk (HAWK) signals at two locations near Neighbors Point Subdivision. Those plans were advertised for construction services in a Request for Bids issued on November 8, 2024. Only one contractor attended the mandatory pre-bid meeting. As a result, only one bid was received and opened. The bid was below the engineer's estimate and is within the budgeted amount.

1. LUMIN8 TRANSPORTATION TECHNOLOGIES, LLC - \$690,700.00

Engineer's Estimate: \$823,000.00

The locations for the HAWK Signals are:

1. Sable Ave and Buffalo Street
2. Birch Street and Monarch Drive/Neighbors Parkway

After reviewing the bid, staff determined Lumin8 to have submitted a responsible bid. That determination is based on the bid being reasonably below the engineer's estimate and reasonably below the adopted budget. Therefore, staff does not believe it would be to the Town's advantage to reissue a request for bid.

FINANCIAL CONSIDERATIONS

The agreement is not to exceed \$690,700.00. The 2025 Budget includes \$845,000.00 for Neighbor's Point Traffic Calming.

HISTORY AND PREVIOUS BOARD ACTION

The area surrounding Centennial Elementary School in the Neighbor's Point Subdivision was identified by the Board as an area of concern regarding pedestrian and traffic safety. Town staff engaged in a scoping meeting

with our On-Call Traffic Engineer, Bohannon Huston, Inc. (BHI) to provide a proposal for traffic calming and school zone assessment of the area.

At the January 10th, 2024 Board meeting, BHI, as the Town's traffic engineering consultant, presented the outcome of the Neighbor's Point Traffic Study and School Zone Assessment. The study determined that pedestrian-activated HAWK Signals would be an appropriate safety improvement at these two intersections. Subsequently, staff requested that BHI provide a scope and fee for the design of the signals as well as construction management support services.

In May 2024, the Board approved a resolution executing an agreement with Bohannon Huston, Inc. for design and construction services for the installation of the High-Intensity Activated crossWalk (HAWK) signals at two locations near Neighbors Point Subdivision.

The Board approved the 2025 Budget, which included \$845,000.00 for Neighbor's Point Traffic Calming.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Maintain a Safe, Clean & Beautiful Town
 - Design and Promote Livable Neighborhoods & Homes
 - Maintain Town Infrastructure & Facilities

ATTACHMENTS

1. Reso 24-113 Lumin8 Construction Contract (Neighbors Point HAWK)
2. S2024-9248_Contract

RESOLUTION NO. 24-113

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING A CONSTRUCTION
CONTRACT BETWEEN THE TOWN OF FIRESTONE AND LUMIN8
TRANSPORTATION TECHNOLOGIES, LLC FOR CONSTRUCTION
SERVICES PERTAINING TO THE NEIGHBORS POINT HAWK TRAFFIC
SIGNAL PROJECT**

WHEREAS, the Town of Firestone (“Town”) is in need of professional construction services in connection with the Neighbors Point HAWK Traffic Signal Project (the “Project”); and

WHEREAS, the Town issued an request for bids (“RFB”) for such services for the Project;
and

WHEREAS, the Town has evaluated the bids submitted in response to the RFB, and finds that Lumin8 Transportation Technologies, LLC (“Lumin8”) is the lowest responsible and responsive bidder for the RFB; and

WHEREAS, the Town finds that Lumin8 has the expertise, qualifications, and experience to perform the work and duties required for the Project, and desires to select Lumin8 as the lowest responsible and responsive bidder for the RFB and to enter into a construction contract with Lumin8 to provide the construction services and perform the work as described in Construction Contract, attached hereto as Exhibit A.

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

Section 1. The Construction Contract between the Town of Firestone and Lumin8 Transportation Technologies, LLC is approved in substantially the same form as the copy attached hereto and made a part of this Resolution, and the Mayor is authorized to execute the Agreement on behalf of the Town.

Section 2. The Town Manager is authorized to approve, sign, execute and deliver any and all change orders on behalf of the Town as may be necessary for the Town to perform under the Agreement up to and until such time as the total dollar amount of all such change orders results in an increase in the contract price equal to or greater than \$69,000.00, at which time any such change order shall be subject to approval by the Board.

PASSED AND ADOPTED this ____ day of _____, 2024.

Don Conyac Jr., Mayor

ATTEST:

Missy Carranco, Deputy 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 _____, 2024 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town" or the "Owner"), and **LUMIN8 TRANSPORTATION TECHNOLOGIES, LLC**, an independent contractor with a principal place of business at 5920 Lamar St. Arvada, CO 80003 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

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

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

I. SCOPE OF WORK

- A. The Contractor shall complete all Work and perform all Services described or reasonably implied from the Scope of Work set forth in Exhibit A and the Contract Documents, attached hereto and incorporated herein by this reference and known as: **Neighbors Point HAWK Signal Construction (S2024-9248)**.
- B. A change in the Scope of Work shall not be effective unless authorized as a modification to this Agreement or change order in accordance with the Contract Documents. If the Contractor proceeds without such written authorization, the Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.
- C. Within ten days of the Effective Contract Date, the Contractor shall provide the performance bond, labor & material payment bond, and certificate of insurance required by the Contract Documents.

II. DESIGN PROFESSIONAL

This Project has been designed by: Bohannon Hutson, Inc.

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 the 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 60 days of the Notice to Proceed of this Agreement. It shall continue until the Contractor completes the Scope of Services to the Town's satisfaction, or until terminated as provided herein.
- B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay the Contractor for all Work previously authorized and satisfactorily completed prior to the date of termination. If, however, the Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.
- C. Should a delay in completion constitute a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty, and the parties recognize the delays, expenses, and difficulties involved in proving the actual loss suffered by the Town if the Work is not completed on time. Accordingly, instead of requiring such proof the Parties agree that as liquidated damages 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 one thousand dollars (\$1000) 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 **\$690,700.00** (the "Contract Price"). The Contract Price shall include all fees, costs, and expenses incurred by the Contractor, and no additional amounts shall be paid by the Town for such fees, costs, and expenses.

V. PAYMENT PROCEDURES

- A. The Contractor may submit Applications for Payment for completed Work per the UNIT-PRICE BID FORM. The Contractor may submit periodic invoices, which the Town shall pay within 30 days of receipt.
- B. The Town may retain up to five percent (5%) of the calculated value of completed work from each application of payment up until the Construction Contract is completed satisfactorily and finally accepted by the Town.
- C. Upon issuing a final acceptance of the Work for the Project, the Town shall pay to Contractor the remainder of the funds or monies previously withheld as retainage.

VI. RESPONSIBILITY

- A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law.
- B. The Work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of Work in the applicable community.

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- C. The Work performed by the Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the Keep Jobs in Colorado Act, C.R.S. 8-17-101, et seq. (the "Act") and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules").
 - D. The Town's review, approval or acceptance of, or payment for any completed Work shall not be construed to operate as a waiver of any rights under this Construction Contract or of any cause of action arising out of the performance of this Construction Contract.
 - E. The Contractor hereby warrants to the Town that all materials and equipment used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. The Contractor further warrants that all equipment and materials shall be of good quality, conform to the requirements of the Contract Documents and will be free from defects. All Work, materials, or equipment not conforming to the Contract Documents shall be considered defective.
 - F. The Contractor shall warrant and guarantee all materials and equipment furnished under the Construction Contract and all Work performed for two years after the date of Substantial Completion. Under this warranty, Contractor agrees to repair or replace, at its own expense, any Work that is found to be defective. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for Work negligently or defectively performed.

VII. OWNERSHIP

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

VIII. INDEPENDENT CONTRACTOR

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

IX. INSURANCE

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

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

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

X. INDEMNIFICATION

The Contractor agrees to defend, 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, recklessness or other faults of the Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

XI. CONTRACT DOCUMENTS

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

- A. Exhibit to this Construction Contract:
1. Exhibit A: Scope of Services
 2. Exhibit B: Bid Tab

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- B. Performance Bond and Labor & Material Payment Bond.
 - C. Notice of Award.
 - D. Notice to Proceed.
 - E. "Specifications" bearing the title: Town of Firestone Engineering Standards and Specifications, Latest Edition.
 - F. "Drawings" consisting of: Firestone Neighbors Point HAWK Signal Design, As-Advertised, November 2024
 - G. Addendum numbers:
 - 1. Addendum #1: Dated November 18, 2024
 - H. The following may be delivered or issued after the Effective Date of the Construction Contract and are attached hereto: All written amendments and other documents amending, modifying, or supplementing of the Contract Documents.

XII. CHANGE ORDERS

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

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.

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- E. Notice. Any notice under this Construction Contract shall be in writing, and shall be deemed sufficient when personally 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. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Article X, § 20 of the Colorado Constitution. Any financial obligation of the Town is subject to annual appropriation by its Board of Trustees. Any failure of a Board of Trustees to annually appropriate adequate monies to finance the Town's obligations under this Agreement shall terminate the Agreement upon expenditure of the appropriated funds. IN WITNESS WHEREOF, the Parties have executed this Construction Contract as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

Don Conyac, Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

LUMIN8 TRANSPORTATION TECHNOLOGIES, LLC

By: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2024 by _____ as _____ of _____.

My commission expires:

(SEAL)

Notary Public

SCOPE OF WORK

Contractor's Duties

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

- Contractor shall perform:
 - i. HAWK Signal location at Sable Ave and Buffalo Street: Installation of HAWK signal poles and mast arms, signal heads, pedestrian signals and push buttons, signage, pavement markings, and associated wiring and equipment.
Traffic control, resident notification (Vehicle Message Boards), and Stormwater BMP compliance are required. All Towns Standards and Specifications are to be followed.
 - ii. HAWK Signal location at Birch Street and Monarch Drive/Neighbors Parkway: Installation of HAWK signal poles and mast arms, signal heads, pedestrian signals and push buttons, signage, pavement markings, and associated wiring and equipment.
Traffic control, resident notification (Vehicle Message Boards), and Stormwater BMP compliance are required. All Towns Standards and Specifications are to be followed.

UNIT-PRICE BID FORM

Town of Firestone - Neighbors Point HAWK Signal Construction Project					
Item Code	Description	Unit	Qty.	Unit Price	Cost
203-00000	UNCLASSIFIED EXCAVATION	CY	5	\$295.00	\$1,475.00
208-00103	REMOVAL AND DISPOSAL OF SEDIMENT (LABOR)	HR	15	\$90.00	\$1,350.00
208-00105	REMOVAL AND DISPOSAL OF SEDIMENT (EQUIPMENT)	HR	15	\$120.00	\$1,800.00
210-00810	RESET GROUND SIGN	EA	4	\$480.00	\$1,920.00
210-00815	RESET SIGN PANEL	EA	2	\$310.00	\$620.00
503	DRILLED CAISSON (36 INCH)	LF	80	\$675.00	\$54,000.00
503	DRILLED CAISSON (18 INCH)	LF	10	\$540.00	\$5,400.00
613-00200	2 INCH ELECTRICAL CONDUIT	LF	140	\$25.00	\$3,500.00
613-00206	2 INCH ELECTRICAL CONDUIT (BORED)	LF	340	\$43.00	\$14,620.00
613-00300	3 INCH ELECTRICAL CONDUIT	LF	140	\$35.50	\$4,970.00
613-00306	3 INCH ELECTRICAL CONDUIT (BORED)	LF	340	\$47.00	\$15,980.00
930.03	PULL BOX (24"X36"X18")	EA	4	\$2,160.00	\$8,640.00
930.03	PULL BOX (17"X30"X12")	EA	2	\$1,450.00	\$2,900.00
930.05	WIRING	LS	1	\$15,510.00	\$15,510.00
614-00216	STEEL SIGNPOST (2X2 INCH TUBING)	LF	50	\$69.00	\$3,450.00
614-10160	SIGNAL HEAD BACKPLATE	EA	11	\$285.00	\$3,135.00
614-70150	PEDESTRIAN SIGNAL FACE (16) (COUNTDOWN)	EA	4	\$755.00	\$3,020.00
614-70336	HAWK BEACON INDICATOR SIGNAL FACE	EA	15	\$1,385.00	\$20,775.00
930.13	TRAFFIC SIGNAL CONTROLLER	EA	2	\$7,230.00	\$14,460.00
930.13	TRAFFIC SIGNAL CABINET	EA	2	\$39,100.00	\$78,200.00
930.09	PEDESTRIAN PUSH BUTTON	EA	4	\$1,835.00	\$7,340.00
930.18	PEDESTRIAN PUSH BUTTON POLE	EA	2	\$2,875.00	\$5,750.00
930.16	TRAFFIC SIGNAL POLE (1-35 FOOT MAST ARM)	EA	1	\$22,100.00	\$22,100.00
930.16	TRAFFIC SIGNAL POLE (1-45 FOOT MAST ARM)	EA	2	\$24,300.00	\$48,600.00
930.16	TRAFFIC SIGNAL POLE (1-55 FOOT MAST ARM)	EA	1	\$25,500.00	\$25,500.00
614-00011	SIGN PANEL (CASS I)	SF	100	\$40.00	\$4,000.00
930.19	ILLUMINATED STREET NAME SIGN	EA	4	\$5,100.00	\$20,400.00
627-00002	THERMOPLASTIC PAVEMENT MARKING	SF	1220	\$25.50	\$31,110.00
627-00005	EPOXY PAVEMENT MARKING	GAL	6	\$850.00	\$5,100.00
				SUBTOTAL	\$425,625.00
	LUMP SUM				
201-00000	CLEARING AND GRUBBING	LS	1	\$4,575.00	\$4,575.00
208	EROSION CONTROL	LS	1	\$9,500.00	\$9,500.00
212-01200	LANDSCAPE RESTORATION	LS	1	\$4,900.00	\$4,900.00
625-00000	CONSTRUCTION SURVEYING	LS	1	\$5,600.00	\$5,600.00
626-00000	MOBILIZATION	LS	1	\$45,250.00	\$45,250.00
630	TRAFFIC CONTROL	LS	1	\$62,250.00	\$62,250.00
	FORCE ACCOUNT				
700	UTILITY RELOCATIONS	F/A	1	\$ 39,000.00	\$ 39,000.00
700-70010	MINOR CONTRACT REVISIONS	F/A	1	\$ 39,000.00	\$ 39,000.00
700-70082	FURNISH & INSTALL ELECTRIC SERVICE	F/A	1	\$ 45,000.00	\$ 45,000.00
700-70170	POTHOLE UTILITIES	F/A	1	\$ 10,000.00	\$ 10,000.00
	TOTAL				\$690,700.00

Please note any exceptions you take to this bid, e.g., minimum quantity requirements:

NONE

Addendum #1 - November 18, 2024

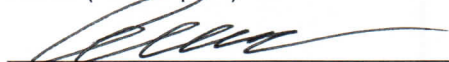
BIDDER'S INFORMATION:

Company Name: Lumin8 Transportation Technologies, LLC
Mailing Address: 5920 Lamar St. Arvada, CO. 80003
Telephone Number: 720-219-7089 Email: chris.hanson@lumin8.com

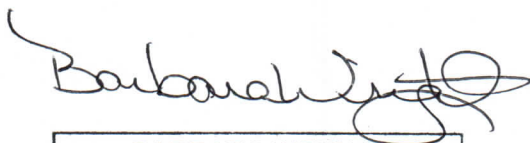
The bidder hereby acknowledges receipt of Addendum Nos. 1, __, __, __, __, __, to these specifications. (Insert number of each addendum received.)

Name and Title of Authorized Company Representative:

Chris Hanson VP Operations Western Region
Name (Please print) Title


Signature

Dated this 21 day of November, 2024.



BARBARA WRIGHT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20004034696
MY COMMISSION EXPIRES JANUARY 8, 2029



PAYMENT BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Town of Firestone, Colorado Mailing address <i>(principal place of business)</i> : 9950 Park Avenue Firestone, CO 80504	Contract Description <i>(name and location)</i> : NEIGHBORS POINT HAWK TRAFFIC SIGNAL PROJECT Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☒ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____	By: _____
<i>(Signature)</i>	<i>(Signature)(Attach Power of Attorney)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____	Attest: _____
<i>(Signature)</i>	<i>(Signature)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the State of Colorado will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**

PERFORMANCE BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Town of Firestone, Colorado Mailing address <i>(principal place of business)</i> : 9950 Park Avenue Firestone, CO 80504	Contract Description <i>(name and location)</i> : NEIGHBORS POINT HAWK TRAFFIC SIGNAL PROJECT Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☒ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.1, below. Otherwise, the Surety and Contractor shall have the following obligations.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner intends to declare a Contractor Default and terminate the services of Contractor. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract, and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the State of Colorado will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None**



NOTICE OF AWARD

TO:

PROJECT NAME:

PROJECT NUMBER:

PROJECT MANAGER: NATHAN HAASIS, PE

You are hereby notified that your BID has been accepted for items in the amount of _____, and an executed agreement was presented to the TOWN Board.

You are required by the Contract Documents to furnish the required performance bond and labor & material payment bond and certificate of insurance within 10 days of this NOTICE OF AWARD dated below.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the TOWN at the attention of the Engineering Department.

Dated this _____ day of _____, 2024.

Town of Firestone, Colorado

By: _____

Name: NATHAN HAASIS, PE

Title: SENIOR ENGINEER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged:

CONTRACTOR:

LUMIN8 TRANSPORTATION
TECHNOLOGIES, LLC

By:

Name: _____

(Please Type or Print)

Title: _____

Contractor:

Return one signed copy to:

NATHAN HAASIS, PE

NHAASIS@FIRESTONECO.GOV



NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT NAME: _____

PROJECT NUMBER: _____

PROJECT MANAGER: NATHAN HAASIS, PE

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2024, on or before _____, 2024. The Work shall be substantially completed within _____ of this notice to proceed. Substantial completion shall be on or before, _____.

Town of Firestone, Colorado

By: _____

Name: NATHAN HAASIS, PE

Title: SENIOR ENGINEER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this _____ day of _____, 20____.

CONTRACTOR:

LUMIN8 TRANSPORTATION
TECHNOLOGIES, LLC

By:

Name: _____

(Please Type or Print)

Title: _____

Contractor:

Return one signed copy to:

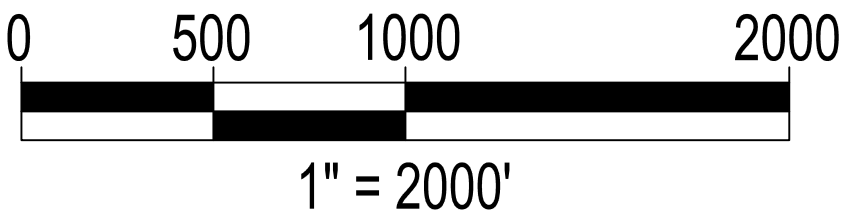
NATHAN HAASIS, PE

NHAASIS@FIRESTONECO.GOV

FIRESTONE NEIGHBORS POINT HAWK SIGNAL DESIGN
THE TOWN OF FIRESTONE
WELD COUNTY, COLORADO



VICINITY MAP

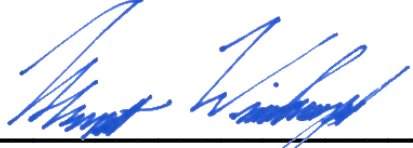


INDEX OF SHEETS

SHEET NO.	SUBSET SHEETS	DESCRIPTION
01	TTL-01	TITLE SHEET
02	GEN-01	GENERAL NOTES
03-04	SGL-01 TO SGL-02	SIGNAL PLAN
05-06	SNS-01 TO SNS-02	SIGNING AND STRIPING PLAN
07-20	DET-01 TO DET-14	DETAILS

ALL WORK SHALL BE CONSTRUCTED TO TOWN OF FIRESTONE DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS. THIS DRAWING HAS BEEN REVIEWED AND FOUND TO BE IN GENERAL COMPLIANCE WITH THESE STANDARDS AND SPECIFICATIONS AND OTHER TOWN REQUIREMENTS.

THE ENGINEERING DESIGN AND CONCEPT REMAINS THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE APPEAR HEREON.

ACCEPTED BY: 
TOWN ENGINEER

12.05.2024
DATE

\\A-CO-FS\PROJECTS\20250108\ENG\EN\PLANS\20250108_GEN.TTL.DWG

FILE NAME: 20250108_GEN.TTL.DWG
PLOT DATE: 2024/10/31, 11:43 PLOT STYLE: BHNCS.STB


www.bhinc.com 800.877.5332
10303 E. Dry Creek Rd, Suite 250
Englewood, CO 80112-5928

R-X	SHEET REVISIONS		
	DATE	DESIGNER:	INITIALS



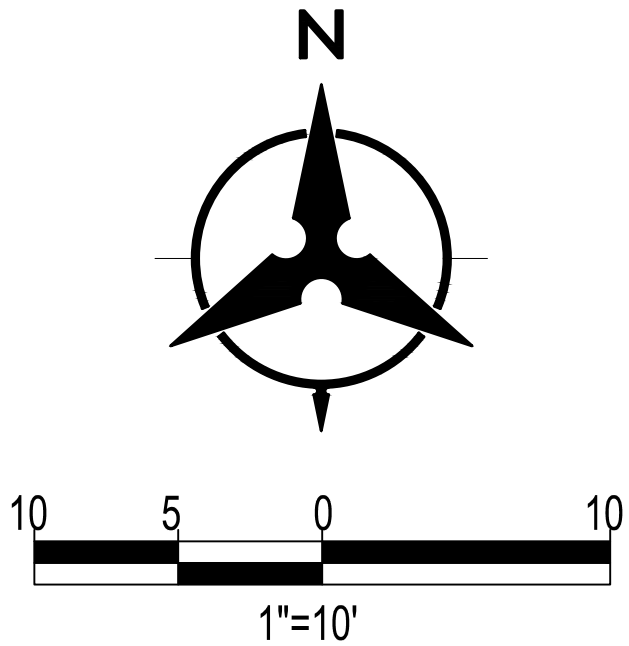
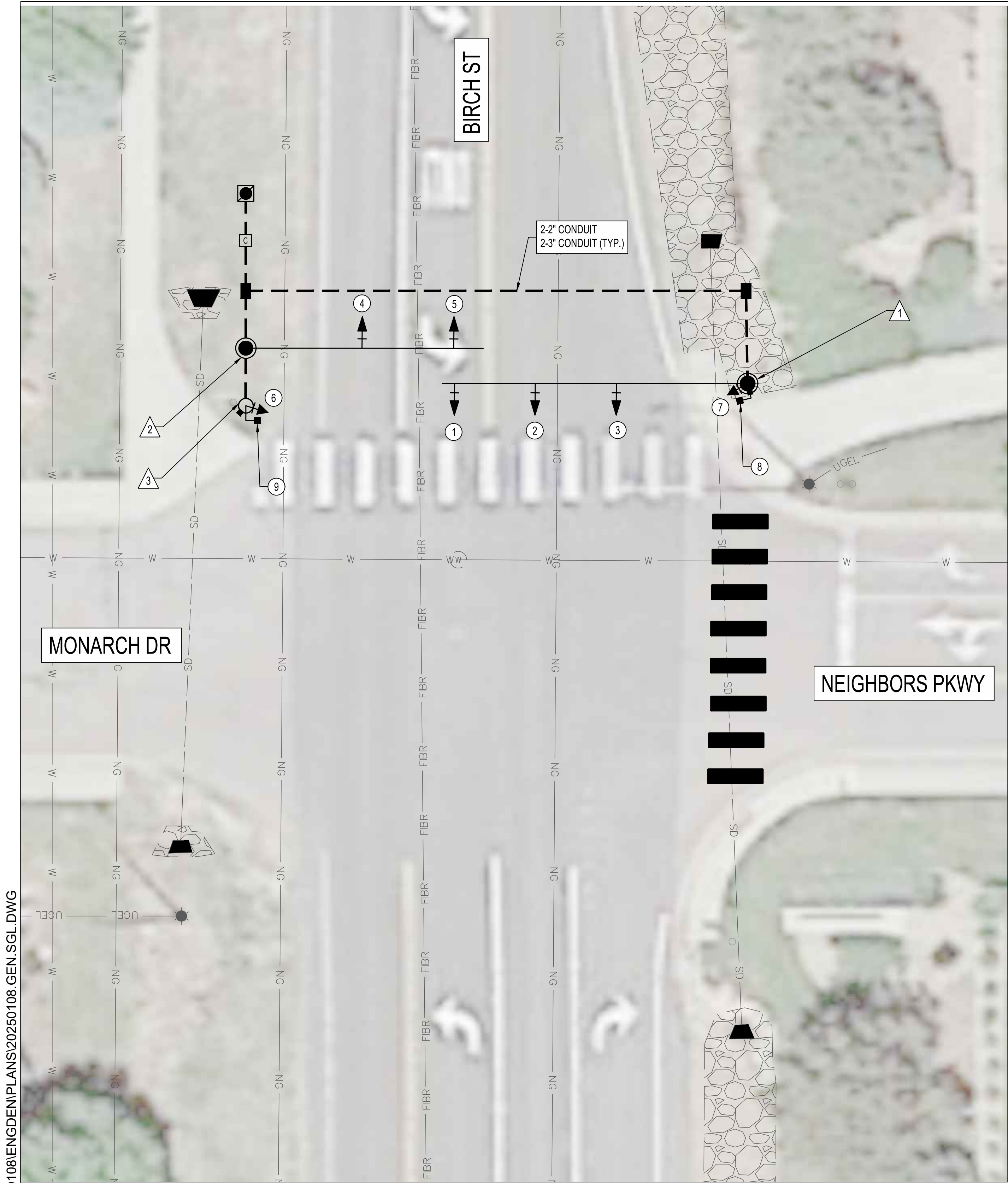
AS CONSTRUCTED	CONTRACT INFORMATION	PROJECT NO./CODE
NO REVISIONS:	CONTRACTOR:	20250108
REVISED:	PROJECT MANAGER:	
VOID:	PROJECT ENGINEER:	SHEET NUMBER 01
	PROJECT STARTED: ACCEPTED:	
	COMMENTS:	

AS-ADVERTISED, NOVEMBER 2024

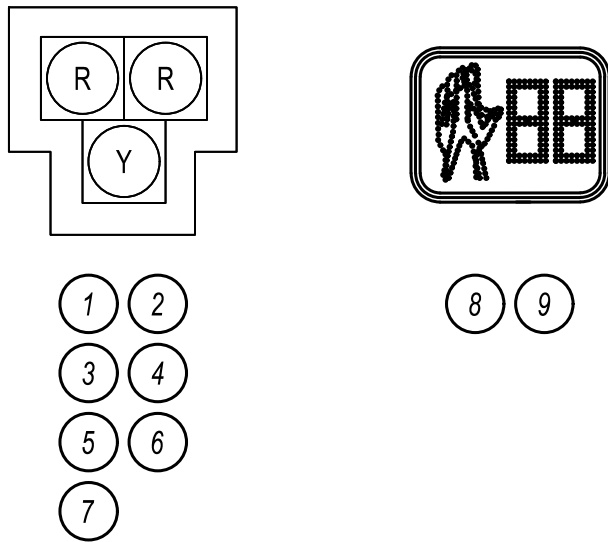
- PROJECT SITE, NOR FOR COMPLIANCE BY THE APPROPRIATE PARTY OF ANY REGULATIONS RELATING THERETO.
18. WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE PROSECUTED TO COMPLETION WITHOUT DELAY SO AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.
19. REGULAR WORK HOURS ARE SEVEN (7) A.M. UNTIL SEVEN (7) P.M. OR DUSK (WHICHEVER OCCURS FIRST) OF THE SAME DAY, MONDAY THROUGH FRIDAY THE CONTRACTOR WILL NOT PERMIT OVERTIME WORK OUTSIDE OF REGULAR WORKING HOURS OR THE PERFORMANCE OF WORK ON SATURDAY, SUNDAY OR ANY LEGAL HOLIDAY WITHOUT RECEIVING WRITTEN CONSENT FROM THE TOWN ENGINEER. REQUESTS FOR WEEKEND WORK APPROVAL MUST BE SUBMITTED, IN WRITING TO THE TOWN NO LATER THAN WEDNESDAYS AT 3:30PM FOR SUBSEQUENT WEEKEND AND REQUESTS FOR HOLIDAY WORK APPROVAL MUST BE SUBMITTED, IN WRITING TO THE TOWN NO LATER THAN 7:00AM-2 BUSINESS DAYS PRIOR TO THE HOLIDAY. ALL EXPENSES INCURRED B THE TOWN SHALL BE REIMBURSED AT A RATE TO BE DETERMINED BY DIRECTOR OF FINANCE.
20. THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL SAME. THE OWNER/CONTRACTOR IS RESPONSIBLE FOR OBTAINING A STORMWATER DISCHARGE PERMIT FOR CONSTRUCTION ACTIVITIES FOR ANY PROJECT DISTURBING OVER ONE ACRE FROM BOTH THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND THE TOWN.
21. EACH TYPE OF CONSTRUCTION SHALL BE COMPLETED BY A CONTRACTOR THAT HAS DEMONSTRATED ACCEPTABLE QUALIFICATIONS TO THE TOWN AND IS A LICENSED CONTRACTOR IN THE TOWN.
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL DURING CONSTRUCTION. ALL TRAFFIC CONTROLS SHALL CONFORM TO THE TOWN STANDARDS AND SPECIFICATIONS AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (MUTCD) LATEST EDITIONS. A PLAN SHALL BE SUBMITTED TO THE TOWN FOR REVIEW AND ACCEPTANCE PRIOR TO CONSTRUCTION.
23. ALL BACKFILL SHALL CONFORM TO THE TRENCH DETAIL LOCATED IN THE TOWN STANDARDS & SPECIFICATIONS.
24. THE CONTRACTOR SHALL IMMEDIATELY REMOVE ANY CONSTRUCTION DEBRIS OR MUD TRACKED ONTO EXISTING ROADWAYS.
25. THE CONTRACTOR SHALL REPAIR ANY EXCAVATION OR PAVEMENT FAILURES CAUSED BY HIS CONSTRUCTION.
26. THE CONTRACTOR SHALL RENEW OR REPLACE ANY EXISTING TRAFFIC STRIPING AND/OR PAVEMENT MARKINGS, WHICH HAVE BEEN EITHER REMOVED OR THE EFFECTIVENESS OF WHICH HAS BEEN REDUCED DURING HIS OPERATION. RENEWAL OF PAVEMENT STRIPING AND MARKING SHALL BE DONE IN CONFORMANCE WITH THE TOWN STANDARD SPECIFICATIONS.
27. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO TAKE EVERY MEASURE NECESSARY TO COMPLY WITH ANY STATE, COUNTY OR TOWN DUST CONTROL ORDINANCE.
28. CONSTRUCTION VEHICLES SHALL USE TRUCK ROUTES DESIGNATED BY THE TOWN. OVERSIZE AND/OR OVERWEIGHT VEHICLES REQUIRE AN OVERWEIGHT VEHICLE PERMIT FROM THE TOWN PRIOR TO TRAVELING ON TOWN STREETS.
29. THE OWNER/DEVELOPER WILL BE HELD RESPONSIBLE FOR THE PROPER FUNCTIONING OF THE IMPROVEMENTS FOR A MINIMUM OF TWO (2) YEARS FROM THE DATE OF INITIAL ACCEPTANCE OF THE IMPROVEMENTS BY THE TOWN ANY FAILURE DURING THIS PERIOD OF GUARANTEE SHALL BE REMEDIED BY THE OWNER/CONTRACTOR TO THE SATISFACTION OF THE TOWN AT NO EXPENSE TO THE TOWN.
30. THE SOILS ENGINEER SHALL PERFORM SUFFICIENT INSPECTIONS DURING GRADING AND CONSTRUCTION SO THAT AN OPINION CAN BE RENDERED AND VERIFIED IN WRITING AS TO COMPLIANCE WITH THE PLANS AND CODES WITHIN THE SOILS ENGINEER'S PURVIEW.
31. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING AND COORDINATING STAGING AREAS, CONCRETE WASHOUT LOCATION, AND DISPOSAL OF REMOVED MATERIALS.
32. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE POINT OF SERVICE CONNECTION.
33. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND RESTORING ALL EXISTING IRRIGATION.
34. SIGNAGE AND STRIPING SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE COLORADO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE COLORADO DEPARTMENT OF TRANSPORTATION M&S STANDARDS, AND THE TOWN STANDARDS.
35. THE PURCHASE AND INSTALLATION OF STREET NAME SIGNS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL SECURE THE APPROVAL OF THE TOWN ENGINEERING STAFF FOR TYPE AND LOCATION OF THE STREET NAME SIGNS PRIOR TO INSTALLATION.

PLOTTED BY: JESSICA MCELWAIN, 10/31/2024 11:43 AM		SHEET REVISIONS					AS CONSTRUCTED		FIRESTONE			PROJECT NO./CODE	
HORIZ. SCALE:							VERT. SCALE:		NO REVISIONS:		NEIGHBORS POINT HAWK SIGNAL DESIGN		
BohannonHuston www.bhinc.com800.877.5332 10303 E. Dry Creek Rd, Suite 250 Englewood, CO 80112-5928		R-X		DATE			DESIGNER:	INITIALS	GENERAL NOTES			20250108	
							DESIGNER: TES		STR. NO'S.	N/A	SHEET NUMBER 02		
							DETAILER: JCM		N/A				
					VOID:		SUBSET: GENERAL		SHEETS: GEN-01 OF 01				

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TYPICAL SIGNAL FACE
LENS ARRANGEMENTS

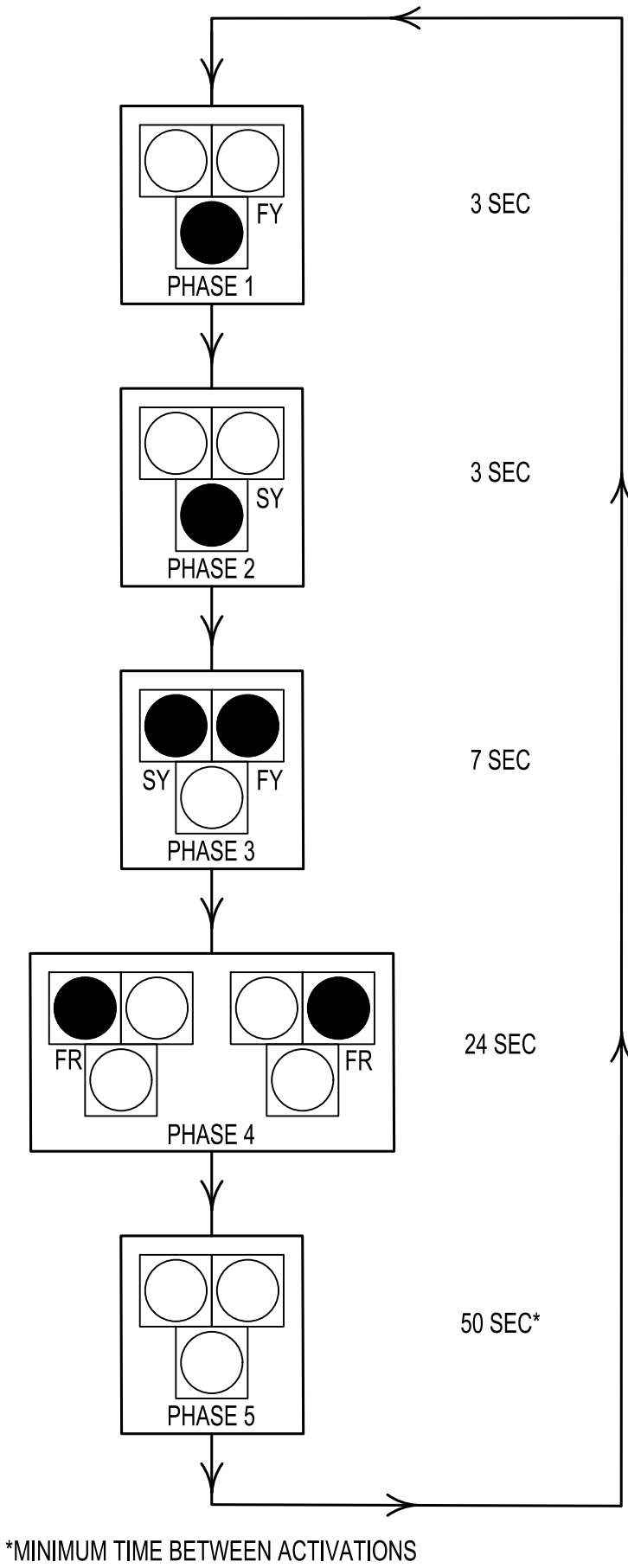


SIGNAL POLE AND MAST ARM SCHEDULE	
ID #	TYPE
1	MASTARM – 45’
2	MASTARM – 35’
3	PEDESTAL – 10’

LEGEND

- SIGNAL POLE, FOUNDATION
- PEDESTRIAN PUSH BUTTON
- TRAFFIC SIGNAL FACE WITH RETRO-REFLECTIVE STRIP
- PEDESTRIAN SIGNAL
- CONTROLLER CABINET
- PULL BOX
- ELECTRICAL CONDUIT
- SIGNAL FACE IDENTIFICATION SYMBOL
- SIGNAL POLE IDENTIFICATION SYMBOL
- SERVICE POINT

SIGNAL PHASING



SIGNAL NOTES:

1. EXTEND CONDUIT RUNS AS NECESSARY FOR NEW PULL BOX LOCATIONS.
2. COORDINATE UTILITY SERVICE WITH UNITED POWER AT +1 (303) 637-1230 IN BRIGHTON.
3. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY APPLICABLE TOWN OF FIRESTONE BUILDING PERMITS FOR ELECTRICAL WORK.
4. ALL CONDUITS WITHOUT CONDUCTORS SHALL BE EQUIPPED WITH A #10 AWG SOLID COPPER CONDUCTOR FOR FUTURE TRACING.
5. UTILITY INFORMATION SHOWN IS PLOTTED FROM THE BEST AVAILABLE DATA. THE CONTRACTOR IS RESPONSIBLE FOR MAKING THEIR OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 811 FOR UTILITY LOCATIONS AT LEAST 48 HOURS, NOT INCLUDING THE DAY OF, PRIOR TO EXCAVATING. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY FOR ANY UTILITIES THAT NEED RELOCATING.
6. ALL EXISTING STRIPING IS TO REMAIN AND BE PROTECTED UNLESS OTHERWISE NOTED.
7. THE CONTRACTOR SHALL FIELD VERIFY AND COORDINATE FINAL SIGNAL POLE LOCATIONS WITH THE TOWN OF FIRESTONE.
8. ADDITIONAL PULL BOXES ACCOUNTED FOR USING PAY ITEM 613 PULL BOX (17”X30”X12”) TO BE USED FOR AT THE TOWNS DISCRETION.

PLOTTED BY: JESSICA MCELWAIN, 10/31/2024 11:43 AM

HORIZ. SCALE: VERT. SCALE:

Bohannon & Huston
www.bhinc.com 800.877.5332
10303 E. Dry Creek Rd, Suite 250
Englewood , CO 80112-5928

R-X

SHEET REVISIONS

DATE	DESIGNER:	INITIALS



AS CONSTRUCTED

NO REVISIONS:

REVISED:

VOID:

FIRESTONE
NEIGHBORS POINT HAWK SIGNAL DESIGN
SIGNAL PLAN

DESIGNER: TES

DETAILER: JCM

SUBSET: SIGNAL

STR.

NO'S.

SHEETS:

N/A

N/A

SGL-01 OF 02

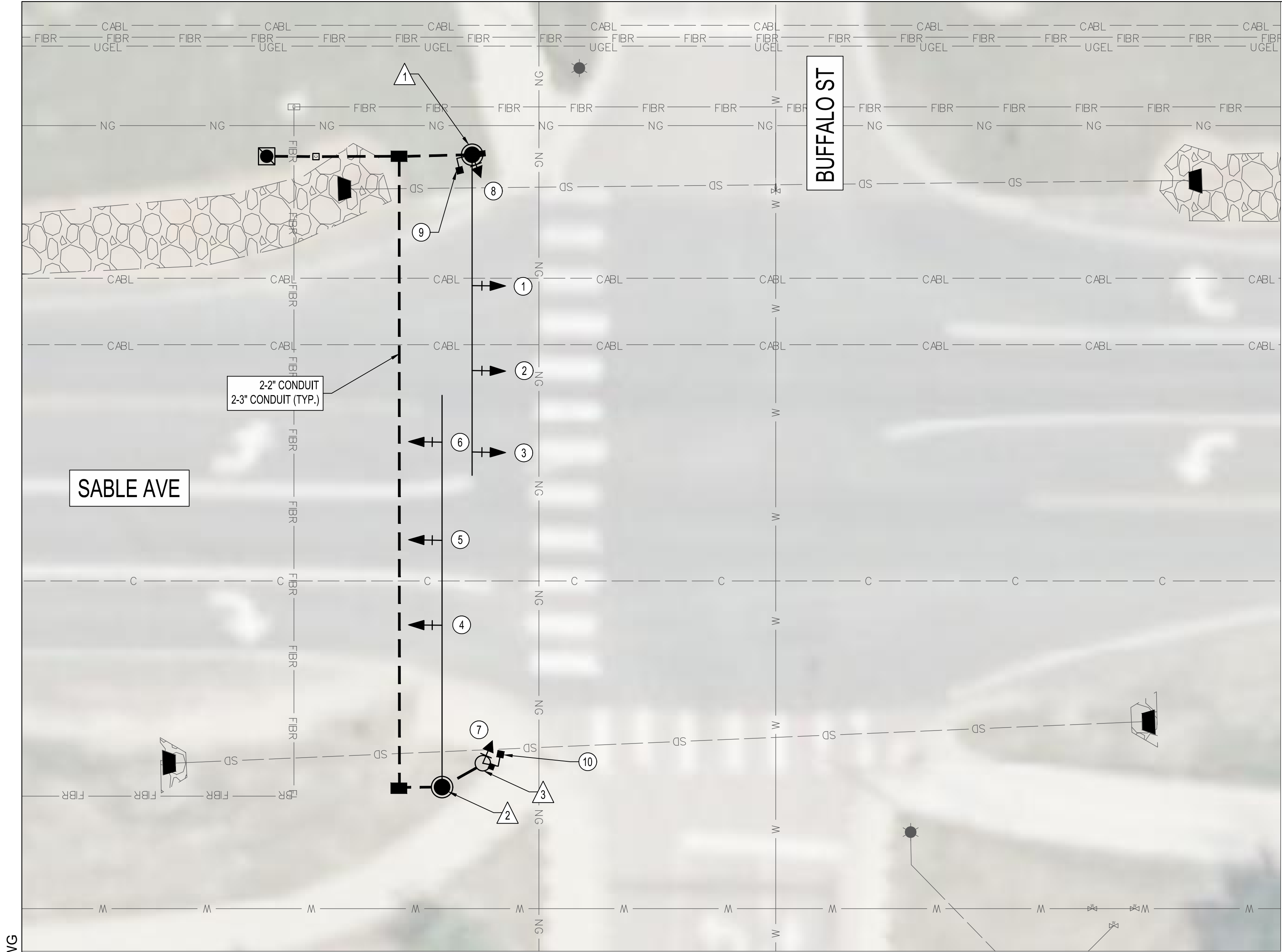
PROJECT NO./CODE

20250108

SHEET NUMBER 03

AS-ADVERTISED, NOVEMBER 2024

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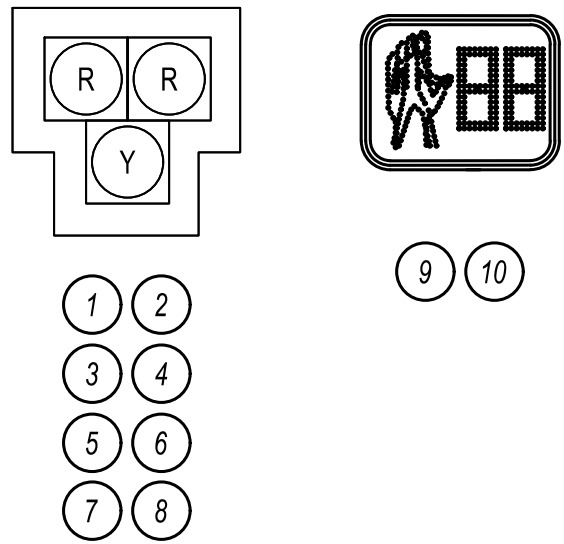
SIGNAL NOTES:

1. EXTEND CONDUIT RUNS AS NECESSARY FOR NEW PULL BOX LOCATIONS.
2. COORDINATE UTILITY SERVICE WITH UNITED POWER AT +1 (303) 637-1230 IN BRIGHTON.
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7. THE CONTRACTOR SHALL FIELD VERIFY AND COORDINATE FINAL SIGNAL POLE LOCATIONS WITH THE TOWN OF FIRESTONE.
8. ADDITIONAL PULL BOXES ACCOUNTED FOR USING PAY ITEM 613 PULL BOX (17"X30"X12") TO BE USED FOR AT THE TOWNS DISCRETION.

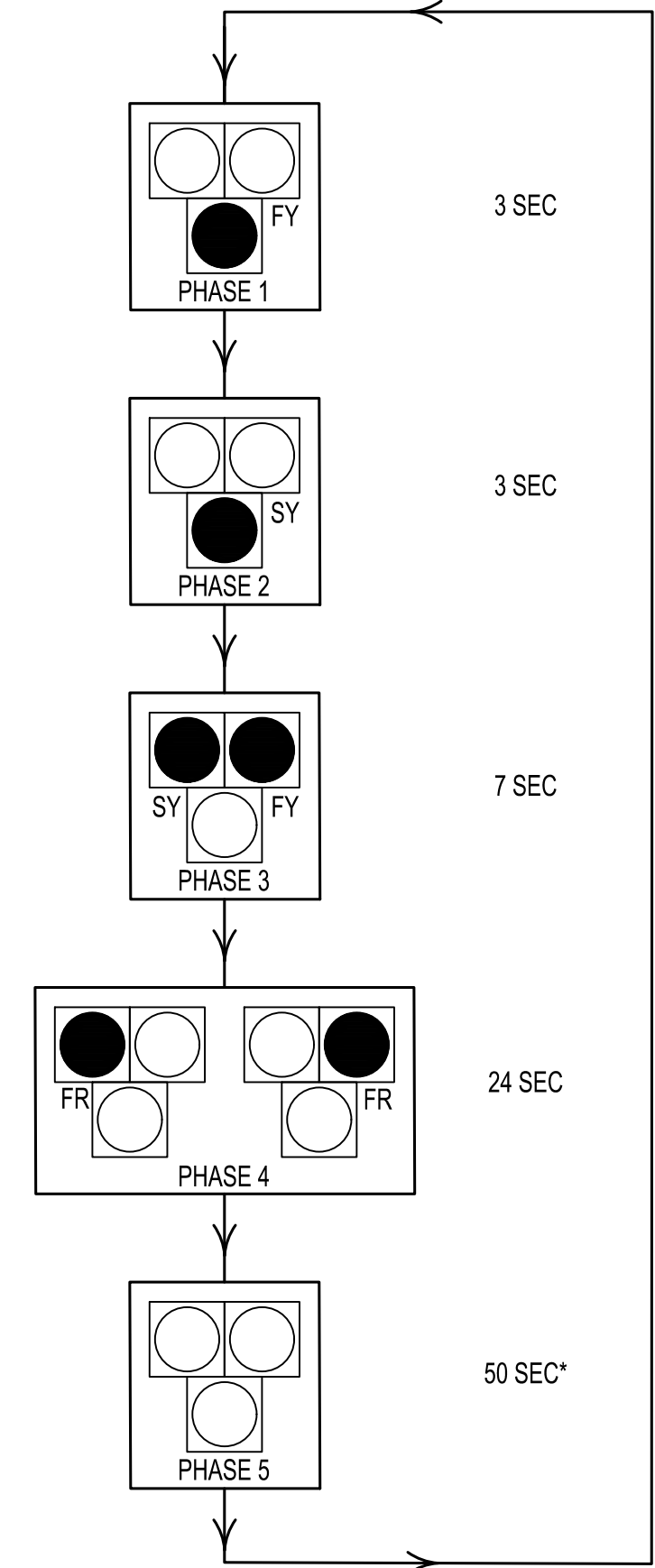
LEGEND

- SIGNAL POLE, FOUNDATION
- PEDESTRIAN PUSH BUTTON
- TRAFFIC SIGNAL FACE WITH RETRO-REFLECTIVE STRIP
- PEDESTRIAN SIGNAL
- CONTROLLER CABINET
- PULL BOX
- ELECTRICAL CONDUIT
- SIGNAL FACE IDENTIFICATION SYMBOL
- SIGNAL POLE IDENTIFICATION SYMBOL
- SERVICE POINT

TYPICAL SIGNAL FACE LENS ARRANGEMENTS



SIGNAL PHASING



SIGNAL POLE AND MAST ARM SCHEDULE	
ID #	TYPE
1	MASTARM – 45'
2	MASTARM – 55'
3	PEDESTAL – 10'

AS-ADVERTISED, NOVEMBER 2024

PLOTTED BY: JESSICA MCELWAIN, 10/31/2024 11:43 AM

HORIZ. SCALE: VERT. SCALE:

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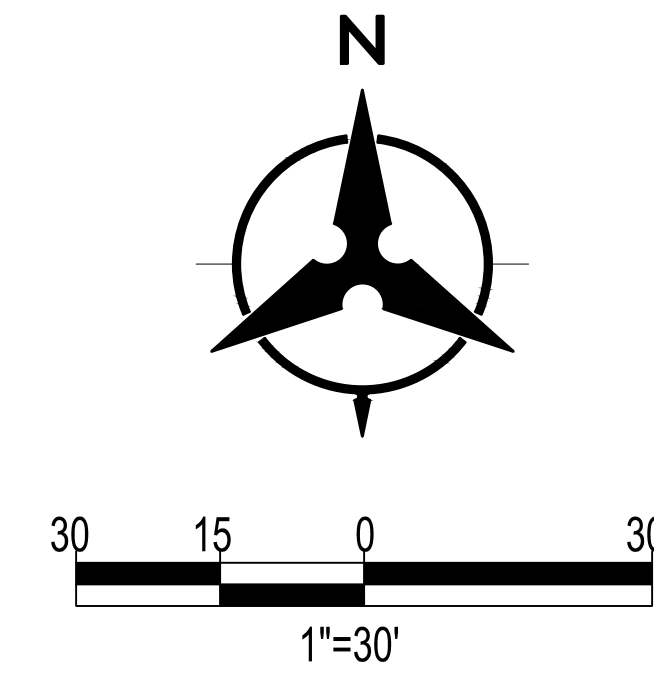
800.877.5332

R-X

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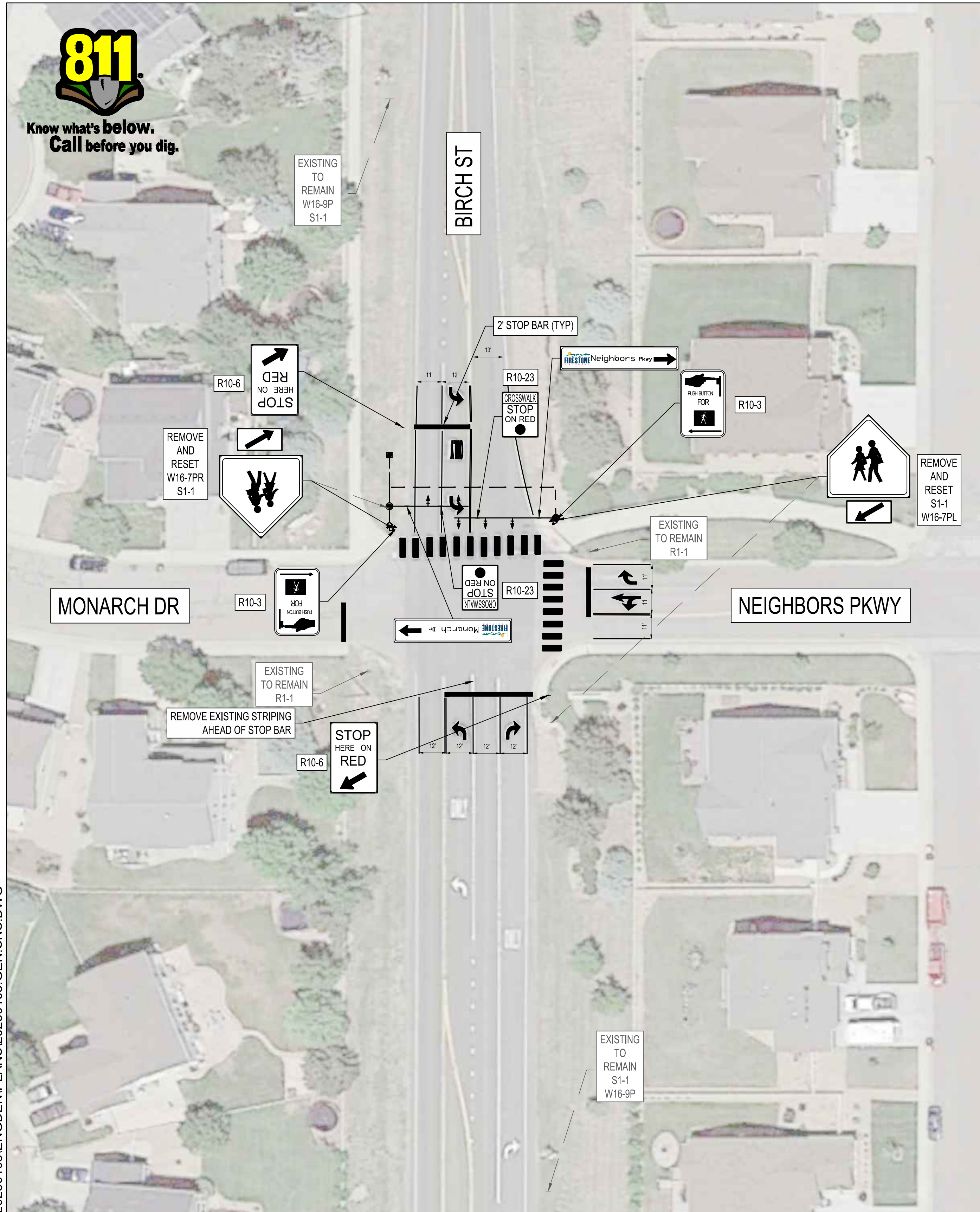


AS CONSTRUCTED	FIRESTONE NEIGHBORS POINT HAWK SIGNAL DESIGN SIGNAL PLAN			PROJECT NO./CODE
NO REVISIONS:				20250108
REVISED:	DESIGNER: TES	STR. NO'S.	N/A	
	DETAILER: JCM		N/A	
VOID:	SUBSET: SIGNAL	SHEETS:	SNL-02 OF 02	SHEET NUMBER 04



SIGNAGE SCHEDULE		
ID	SIZE	QUANTITY
R10-3	9x12	2
R10-6	24x36	2
R10-23	24x30	2
S1-1	36X36	2
W16-7PR	24x12	1
W16-7PL	24x12	1
SPECIAL	72x18	2

1. ALL OTHER SIGNS ARE TO REMAIN UNLESS OTHERWISE NOTED.



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HORIZ. SCALE:	VERT. SCALE:
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DATE	DESIGNER:	INITIALS

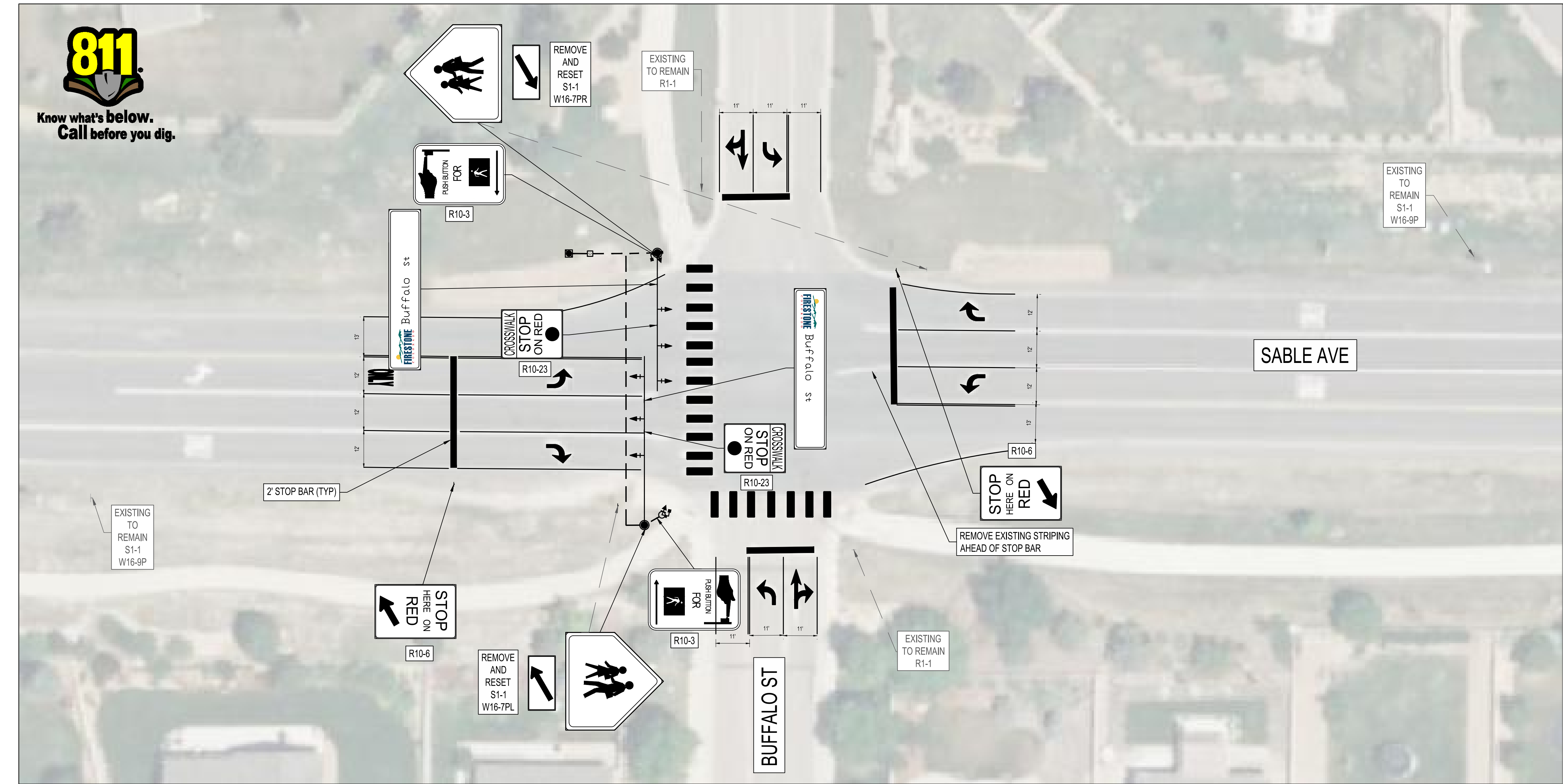


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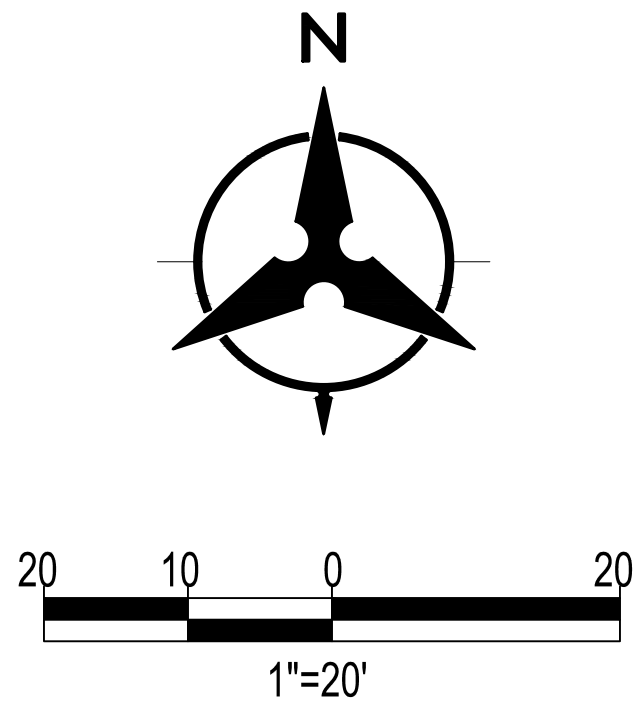
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DETAILER: JCM		N/A
SUBSET: SIGNING AND STRIPING	SHEETS:	SNS-01 OF 02

SHEET NUMBER **05**

AS-ADVERTISED, NOVEMBER 2024



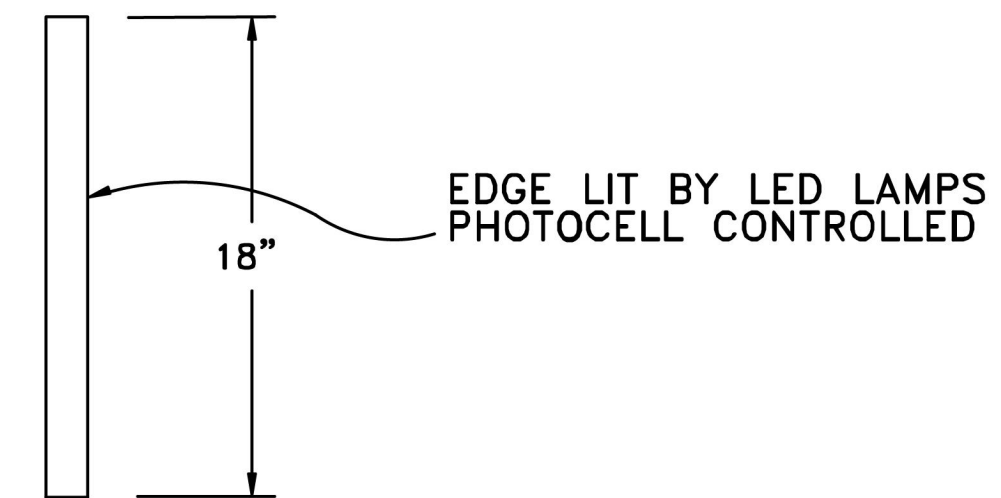
SIGNAGE SCHEDULE		
ID	SIZE	QUANTITY
R10-3	9x12	2
R10-6	24x36	2
R10-23	24x30	2
S1-1	36x36	2
W16-7PR	24x12	1
W16-7PL	24x12	1
SPECIAL	72x18	2



1. ALL OTHER SIGNS ARE TO REMAIN UNLESS OTHERWISE NOTED.

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PLOTTED BY: JESSICA MCELWAIN, 10/31/2024 11:44 AM		R-X		SHEET REVISIONS <table><tr><th>DATE</th><th>DESIGNER:</th><th>INITIALS</th></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></table>			DATE	DESIGNER:	INITIALS												AS CONSTRUCTED		FIRESTONE NEIGHBORS POINT HAWK SIGNAL DESIGN SIGNING AND STRIPING PLAN		PROJECT NO./CODE	
DATE	DESIGNER:						INITIALS																			
HORIZ. SCALE: VERT. SCALE:		NO REVISIONS:		20250108																						
Bohannon Huston www.bhinc.com 800.877.5332 10303 E. Dry Creek Rd, Suite 250 Englewood , CO 80112-5928		REVISED:		DESIGNER: TES		STR. NO'S.		N/A																		
		VOID:		DETAILER: JCM		N/A		SHEET NUMBER 06																		
				SUBSET: SIGNING AND STRIPING		SHEETS: SNS-02 OF 02																				



SIDE VIEW

1. FOR DETAILS ON SIGN REFER TO DETAIL NO. 922-01, TYPICAL STREET SIGNS.
2. FINAL SIGN LAYOUT AND LETTERING DETAILS PER TOWN ENGINEER.
3. SIGN TO BE DOUBLE SIDED WITH WHITE PRINT ON GREEN BACKGROUND FOR STREET NAME AND LOGO.

1. STREET NAME SIGN TO BE FREE-SWINGING OR LIMITED-SWINGING. SIGN FIXTURE AND PANELS SHALL WITHSTAND 90 MPH WIND LOADING, WITH STRUCTURAL REQUIREMENTS MEETING AASHTO "STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS," LATEST EDITION.
2. HOUSING TO BE CONSTRUCTED OF ALUMINUM.
3. NEOPRENE GASKETS SHALL BE INSTALLED BETWEEN THE SIGN PANEL FRAME AND FIXTURE HOUSING TO PREVENT WATER ENTRANCE. SCREENED WEEP HOLES SHALL BE PROVIDED ON HOUSING BOTTOM FOR DRAINAGE.
4. SAFETY CABLES (2) CONSISTING OF WIRE CABLE AND 2 CABLE CLAMPS FOR EACH SIDE INSTALLED ON EITHER END OF THE ILLUMINATED STREET NAME SIGN.



LIGHTED SIGN TYPICAL LAYOUT

ILLUMINATED STREET NAME SIGN



TRAFFIC SIGNAL CONSTRUCTION DRAWINGS

BY: JME

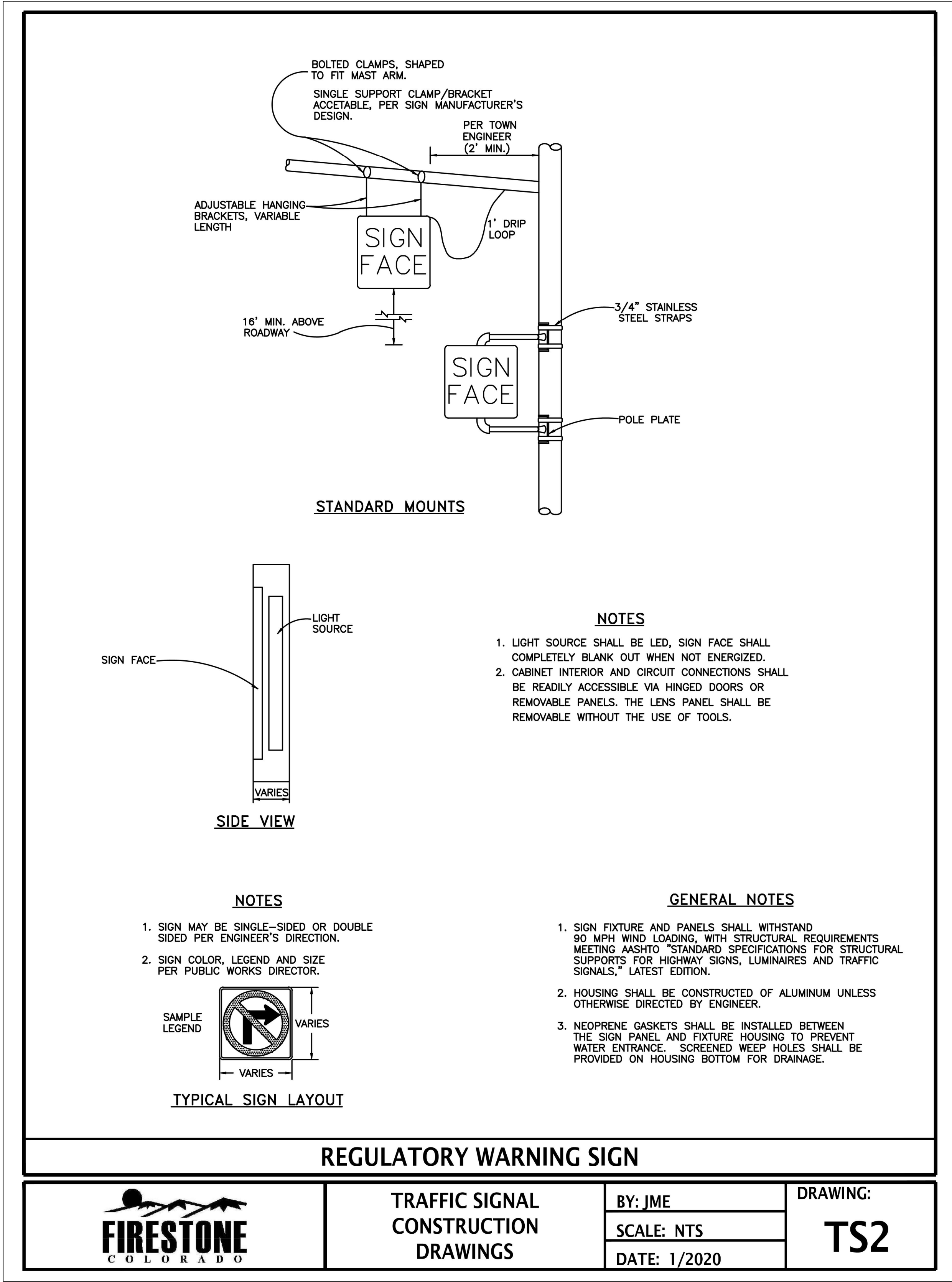
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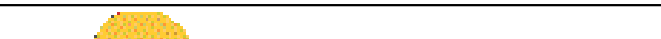
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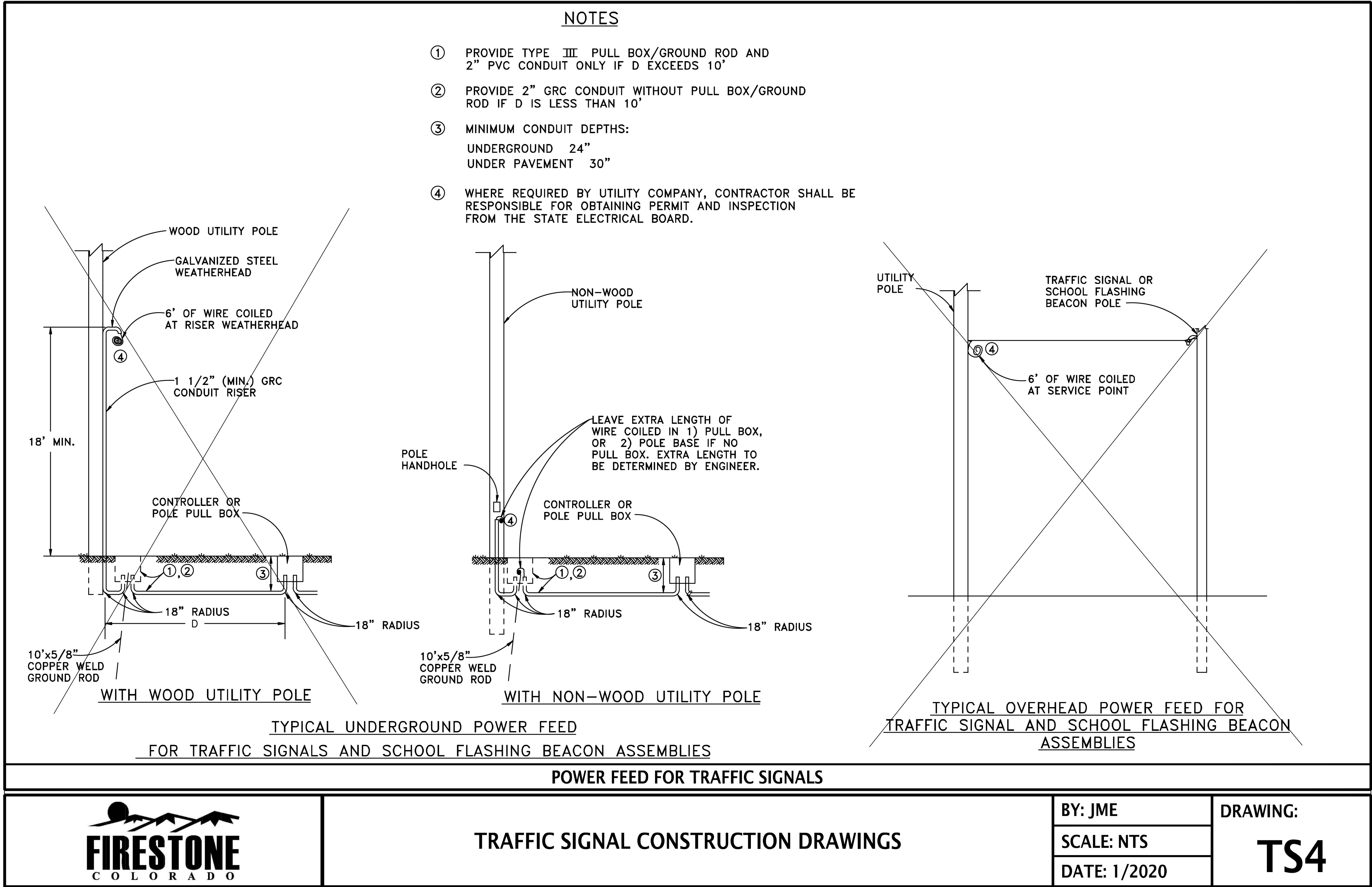
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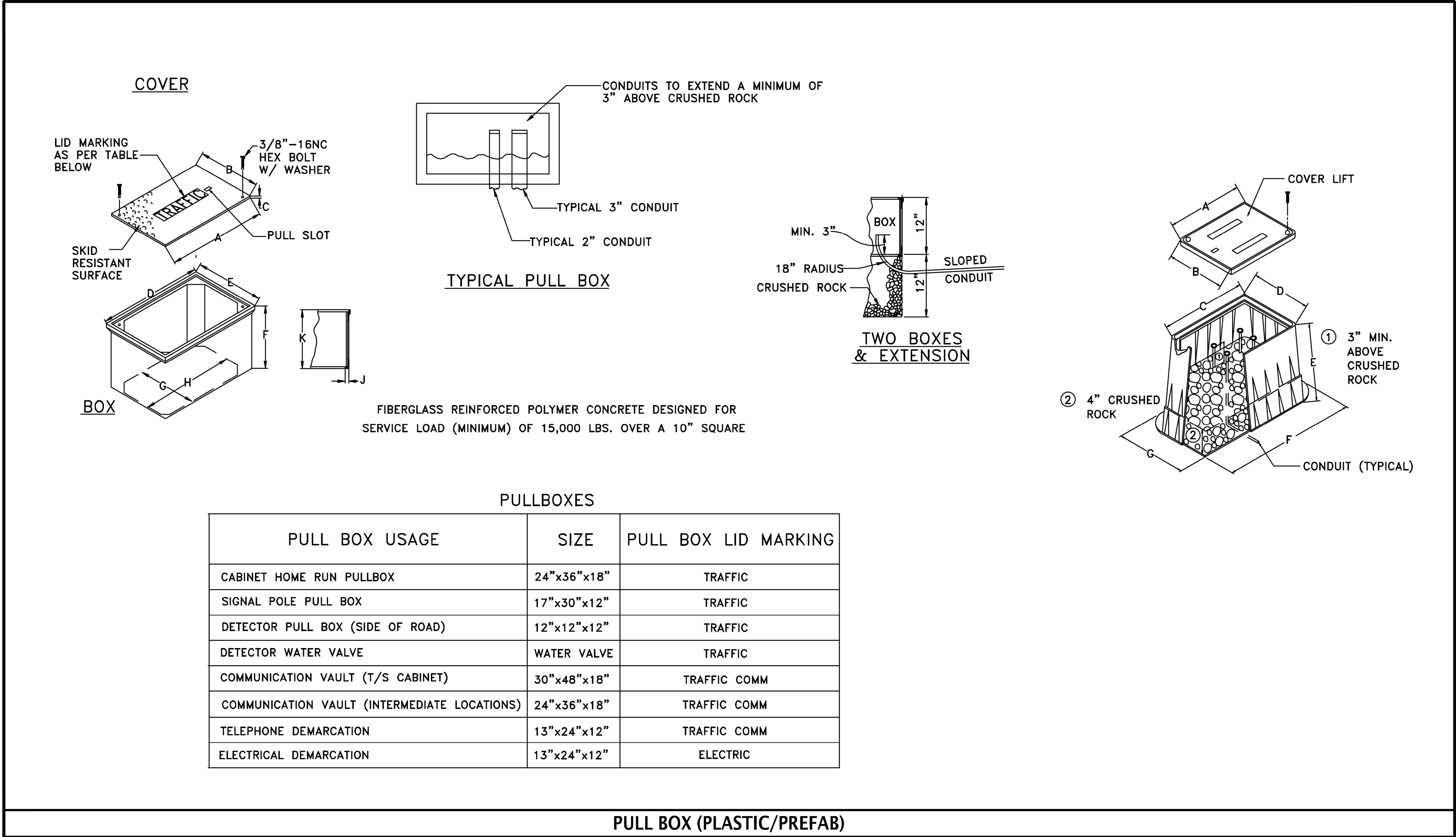
PLOTTED BY: JESSICA MCELWAIN, 10/31/2024 11:44 AM HORIZ. SCALE: VERT. SCALE:	Bohannon & Huston www.bhinc.com 800.877.5332 10303 E. Dry Creek Rd, Suite 250 Englewood , CO 80112-5928	(R-X)	SHEET REVISIONS				AS CONSTRUCTED		FIRESTONE NEIGHBORS POINT HAWK SIGNAL DESIGN DETAILS			PROJECT NO./CODE		
							NO REVISIONS:					20250108		
			DATE DESIGNER: INITIALS				REVISED:		DESIGNER: TES		STR. NO'S.	N/A		
							VOID:		DETAILER: JCM			N/A		
							SUBSET: DETAILS		SHEETS: DET-02 OF 14				SHEET NUMBER 08	

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PLOTTED BY: JESSICA MCELWAIN, 10/31/2024 11:44 AM		SHEET REVISIONS			AS CONSTRUCTED		FIRESTONE NEIGHBORS POINT HAWK SIGNAL DESIGN DETAILS			PROJECT NO./CODE 20250108	
HORIZ. SCALE:	VERT. SCALE:										
 www.bhinc.com 800.877.5332 10303 E. Dry Creek Rd, Suite 250 Englewood, CO 80112-5928		(R-X)	DATE	DESIGNER:	INITIALS	NO REVISIONS:	DESIGNER: TES		STR. NO'S.	N/A	SHEET NUMBER 09
						REVISED:	DETAILER: JCM			N/A	
						VOID:	SUBSET: DETAILS		SHEETS:	DET-03 OF 14	

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TRAFFIC SIGNAL CONSTRUCTION DRAWINGS

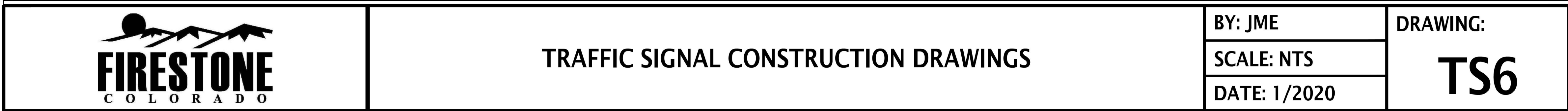
BY: JME

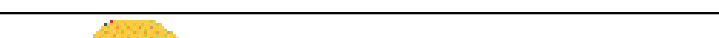
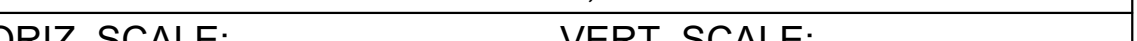
SCALE: NTS

DATE: 1/2020

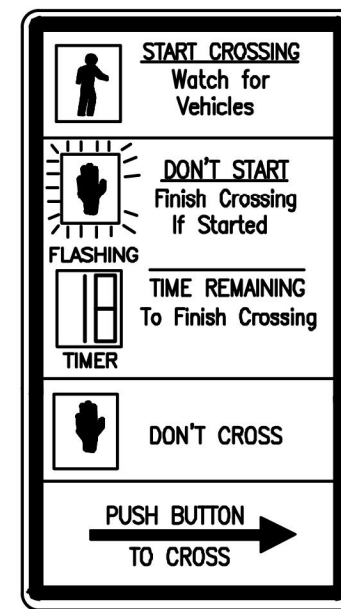
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PLOTTED BY: JESSICA MCELWAIN, 10/31/2024 11:44 AM HORIZ. SCALE: VERT. SCALE:	SHEET REVISIONS				AS CONSTRUCTED	FIRESTONE			PROJECT NO./CODE		
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						VOID:	DETAILER: JCM			N/A	
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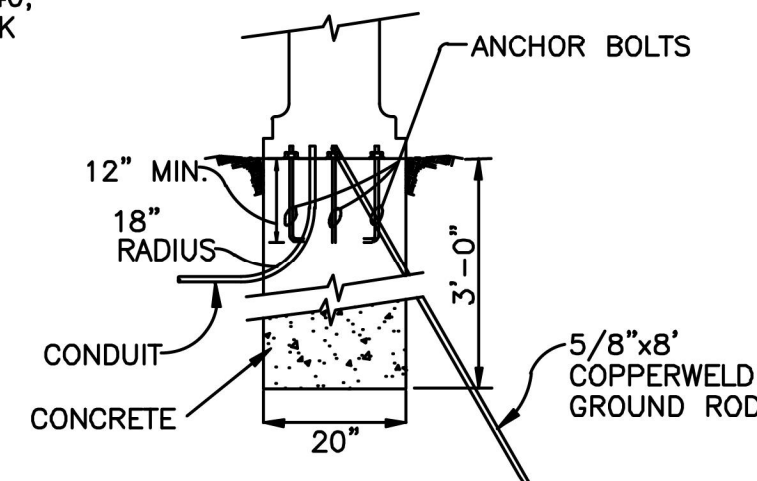
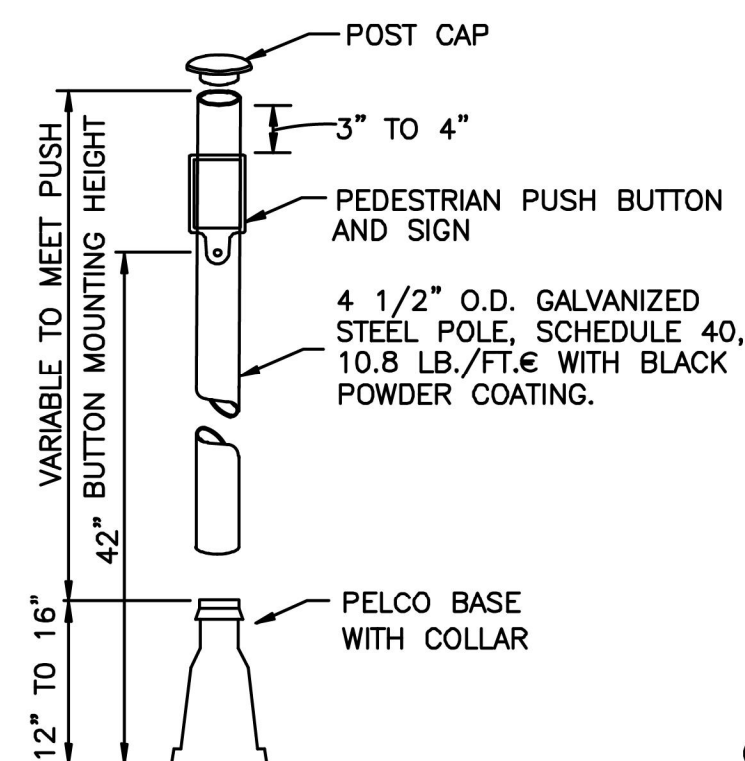


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					REVISED:		DETAILER: JCM N/A			SHEET NUMBER 11	
					VOID:		SUBSET: DETAILS SHEETS: DET-05 OF 14			SHEET NUMBER 11	

TYPICAL PEDESTRIAN PUSH-BUTTON SIGN
SIGN SHALL BE LABEL (STICK-ON) TYPE

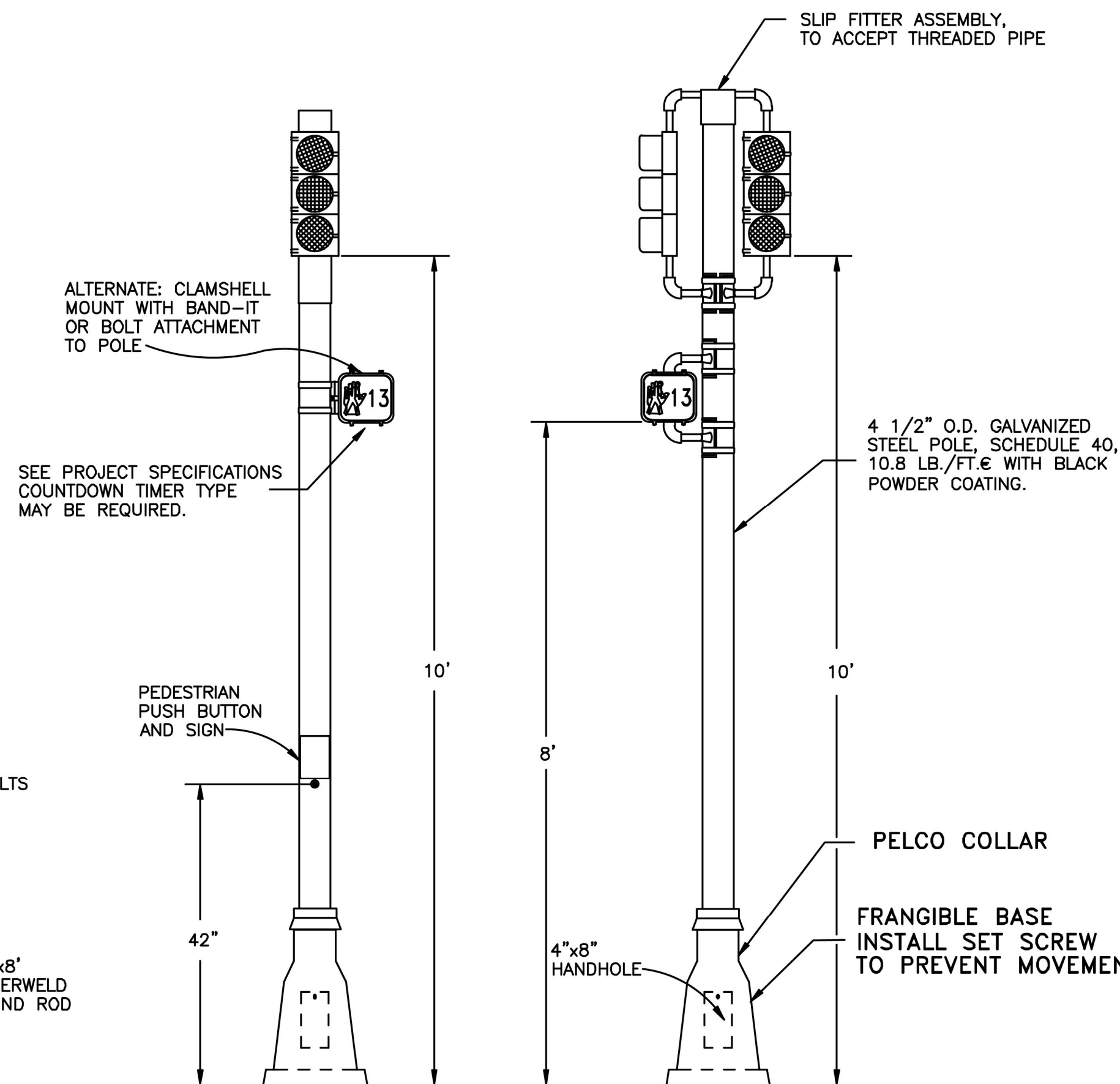


R10-3e
9"x15"
COUNTDOWN



FOUNDATION DETAIL

PEDESTRIAN PUSH BUTTON POLE



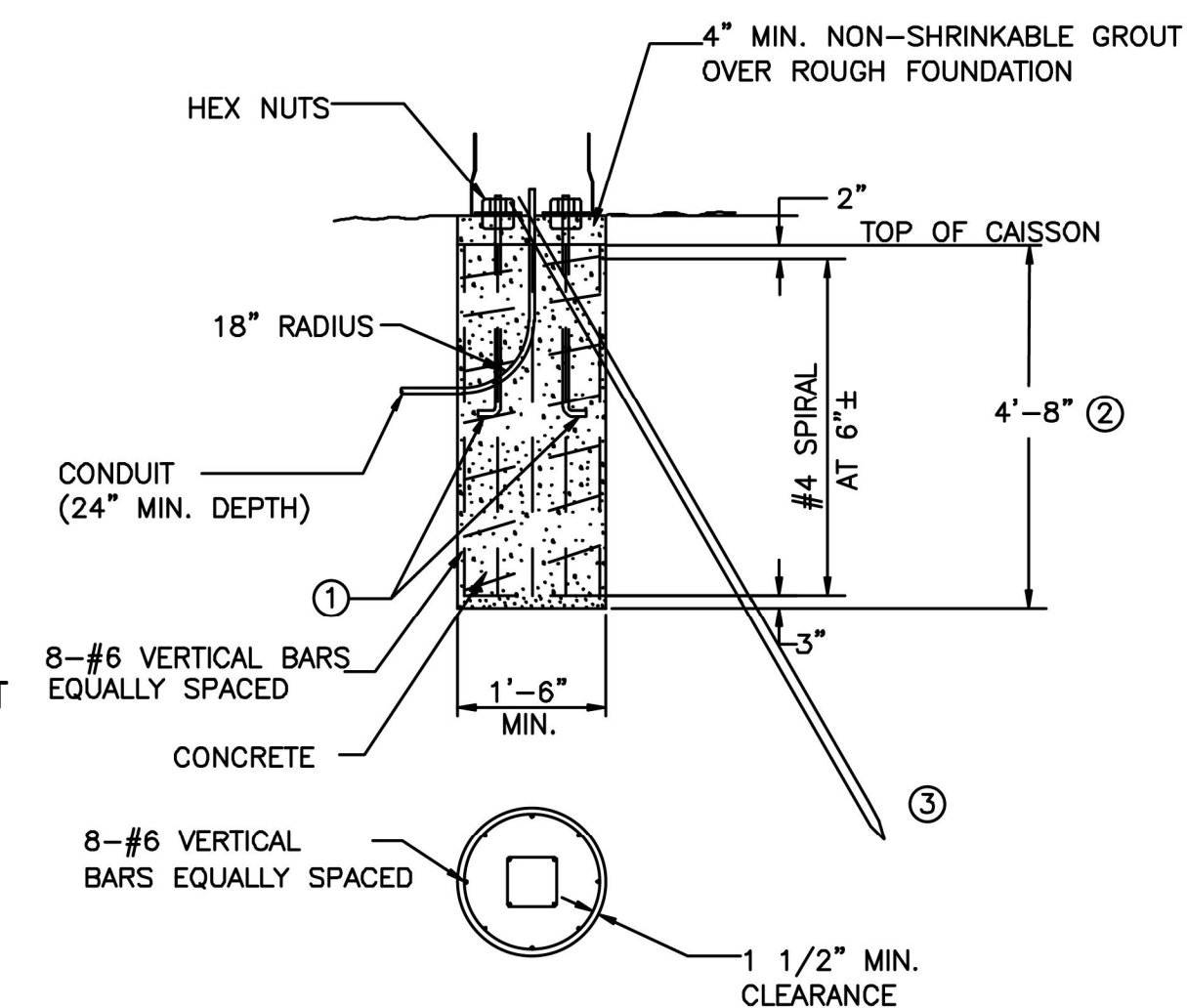
PEDESTAL POLE SHALL BE HOT DIPPED GALVANIZED PER ASTM A123,
EQUIVALENT TO 2 OZ. PER SQUARE FOOT, INSIDE AND OUT

TYPICAL PEDESTAL POLE DETAIL

1/4" SPLIT PIN SHALL BE INSTALLED IN THE UPPER PORTION OF THE ALUMINUM BASE AND SHALL COMPLETELY PENETRATE BASE AND POLE TO SECURE POLE TO PREVENT MOVEMENT OR TWISTING. PELCO COLLAR TO BE INSTALLED.

FOOTING NOTES

- ① ANCHOR BOLTS (FURNISHED WITH POLE)
PER MANUFACTURER'S TEMPLATE.
- ② CAISSON DESIGNS REQUIRE THAT THE CAISSON
BE FOUNDED IN COMPACT SAND, CLAY OR SANDY
CLAY. IF, BY VISUAL INSPECTION OF THE HOLE,
OTHER MATERIAL IS PRESENT, THE CAISSON
DESIGN SHALL BE MODIFIED AND APPROVED BY
THE CONSTRUCTION MANAGER.
- ③ 5/8"x8' COPPERWELD GROUND ROD THROUGH
FOUNDATION, INTO GROUND.
- ④ HAND HOLE SHALL BE PROVIDED.



TYPICAL PEDESTAL POLE FOUNDATION
(CAST IN PLACE)

PEDESTRIAN POLE



TRAFFIC SIGNAL CONSTRUCTION DRAWINGS

BY: JME

SCALE: NTS

DATE: 1/2020

DRAWING:

TS7

PLOTTED BY: JESSICA MCELWAIN, 10/31/2024 11:44 AM

HORIZ. SCALE:	VERT. SCALE:
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R-X

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FIRESTONE NEIGHBORS POINT HAWK SIGNAL DESIGN DETAILS	
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DESIGNER: **TES**

DETAILER: JCM

SUBSET: DETAILS

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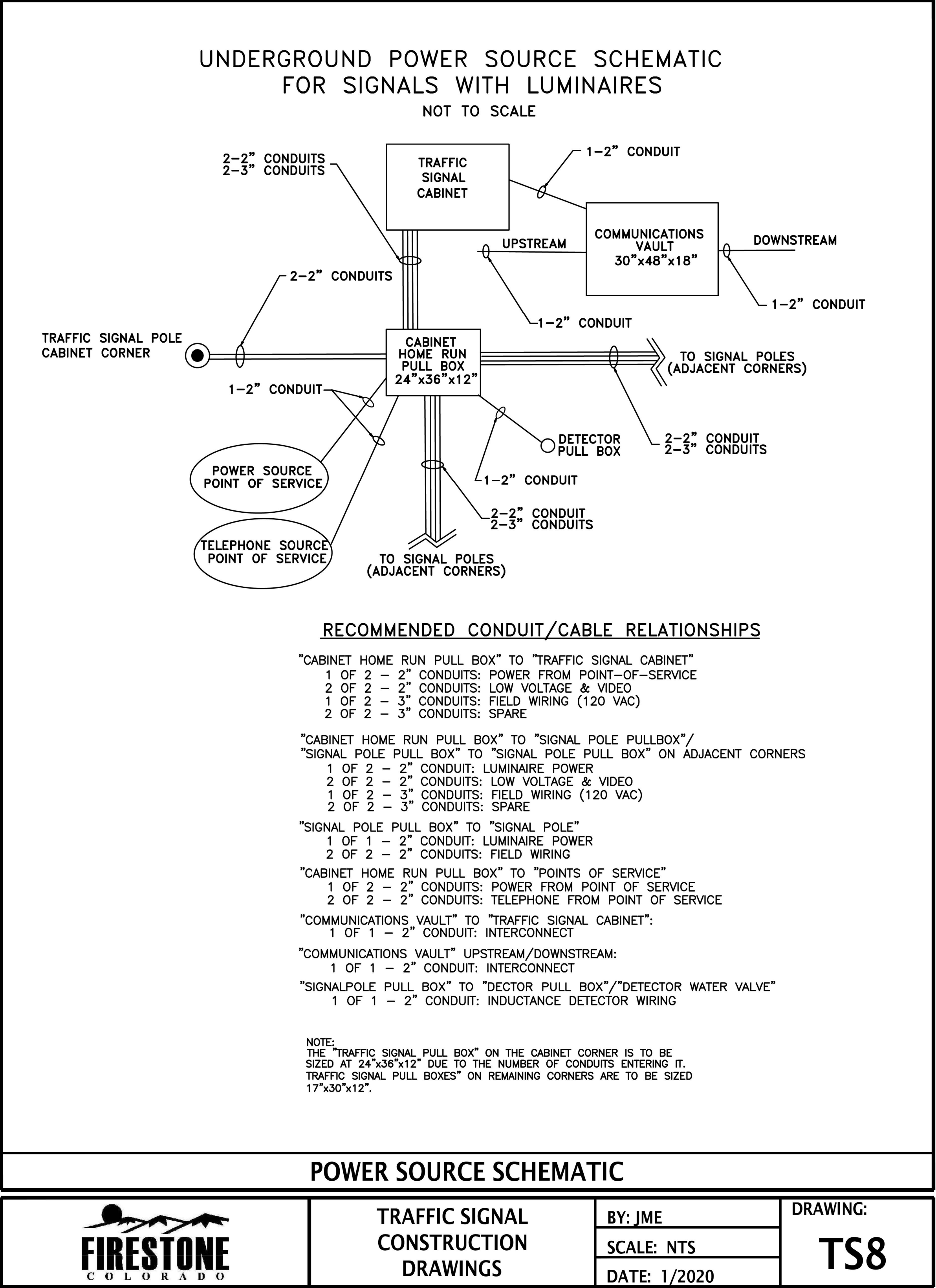
SHEETS:	DET-06 OF 14
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PROJECT NO./CODE

20250108

SHEET NUMBER **12**

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						VOID:		DETAILER: JCM			N/A			
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DETAIL OF MAST ARM MOUNTING
FOR IN-LINE SIGNAL HEAD
(3-SECTION OR 4-SECTION)

DETAIL OF MAST ARM MOUNTING
FOR DOGHOUSE SIGNAL HEAD
(5-SECTION)

WIRING DIAGRAM

TYPICAL SIDE OF POLE
SIGNAL MOUNTING

NOTES

ALL VEHICLE SIGNAL HEADS SHALL BE POLYCARBONATE WITH 12" SECTIONS AND TUNNEL VISORS.

ALL VEHICLE AND PEDESTRIAN SIGNAL HEADS SHALL BE LED TYPE, EXCEPT FOR ONE SIDE OF POLE RED WHICH SHALL BE INCANDESCENT. HEADS SHALL BE BLACK IN COLOR. PEDESTRIAN HEADS SHALL BE COUNTDOWN TYPE.

16"
COUNTDOWN TYPE

PEDESTRIAN AND VEHICLE SIGNAL HEADS

MOUNTING NOTES

- PIPE COUPLINGS FOR SIGNAL BRACKETS SHALL BE EITHER 1-1/2 OR 2 INCH DEPENDING UPON THE SIGNAL HEAD TO BE INSTALLED. SIGNAL BRACKETS SHALL BE FURNISHED BY THE MANUFACTURER OF THE SIGNAL HEADS.
- UNLESS OTHERWISE SPECIFIED, ALL TRAFFIC SIGNALS MOUNTED ABOVE THE ROADWAY SHALL HAVE A HEIGHT OF 17' TO 19' ABOVE THE PAVEMENT GRADE AT THE ROADWAY CENTER, ALL SIDE-OF-POLE MOUNTED TRAFFIC SIGNALS SHALL HAVE A HEIGHT OF 10' ABOVE GROUND LINE AND PEDESTRIAN SIGNALS SHALL HAVE A HEIGHT OF 8' ABOVE GROUND LINE AS MEASURED TO THE BOTTOM OF THE SIGNAL HEAD HOUSING OR BRACKET.
- MAST ARM MOUNTED SIGNAL HEADS SHALL USE ASTRO-BRAC'S OR SKY-BRACK. ALL SIGNAL HEADS SHALL BE MOUNTED IN SUCH A MANNER AS TO BE EASILY REMOVED FROM THEIR SUPPORTING STRUCTURE..
- GASKET SEALING COMPOUND SHALL BE USED IN ADDITION TO ANY LEAD WASHERS REQUIRED FOR CREATING A WATER-TIGHT CONNECTION BETWEEN THE SIGNAL HEAD AND MOUNTING BRACKET.
- SIGNAL HEADS SHALL BE SECURELY AFFIXED BY USE OF A SERRATED COUPLING OR OTHER ACCESSORIES RECOMMENDED BY THE SIGNAL MANUFACTURER.
- WIRING FROM INSIDE MAST ARM THROUGH A 1" FIELD DRILLED HOLE IN ARM SHALL BE BROUGHT THROUGH THE MOUNTING SUPPORT TUBE AND LOWER ARM (AS SHOWN). FIELD DRILLED HOLES SHALL HAVE RUBBER GROMMETS INSTALLED.

GENERAL WIRING NOTES

- TRAFFIC SIGNAL CONDUIT SHALL NOT CARRY WIRING OF OTHER UTILITIES.
- EXCEPT FOR LOOP DETECTOR LEADS, ALL SPLICES SHALL BE IN HAND HOLES AT POLE BASES AND NOT IN PULL BOXES.
- PEDESTRIAN AND VEHICLE SIGNAL HEADS SHALL BE INDIVIDUALLY WIRED FROM THE POLE BASE TO THE SIGNAL HEAD.
- CONTRACTOR SHALL PROVIDE 2 WIRING DIAGRAMS OF THE SIGNAL INSTALLATION TO THE TOWN.
- UNLESS ALLOWED BY THE TOWN ENGINEER, WIRE SHALL NOT OCCUPY MORE THAN 40% OF THE INSIDE AREA OF CONDUIT.

TRAFFIC SIGNAL CONSTRUCTION DRAWINGS

BY: JME

SCALE: NTS

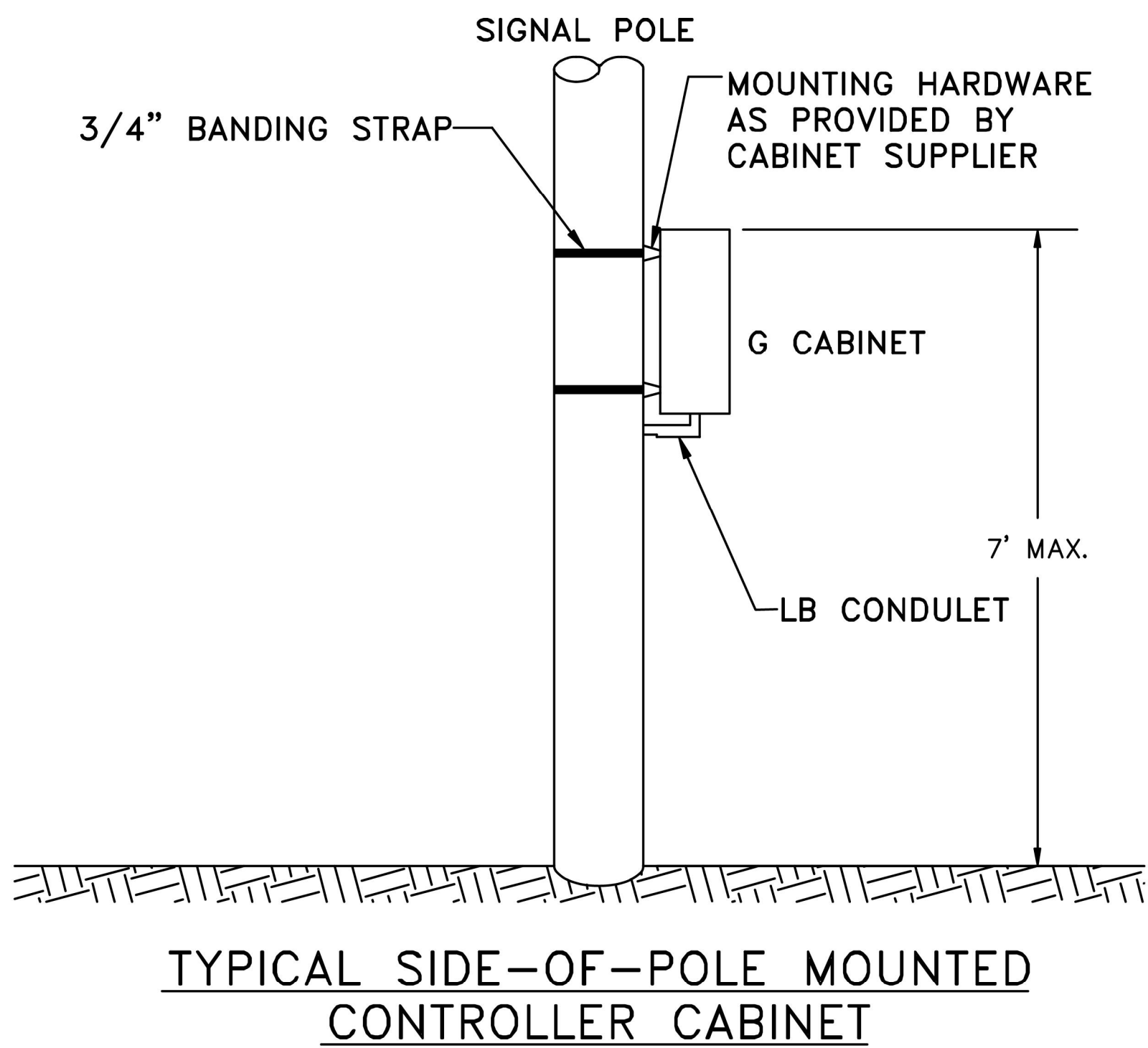
DATE: 1/2020

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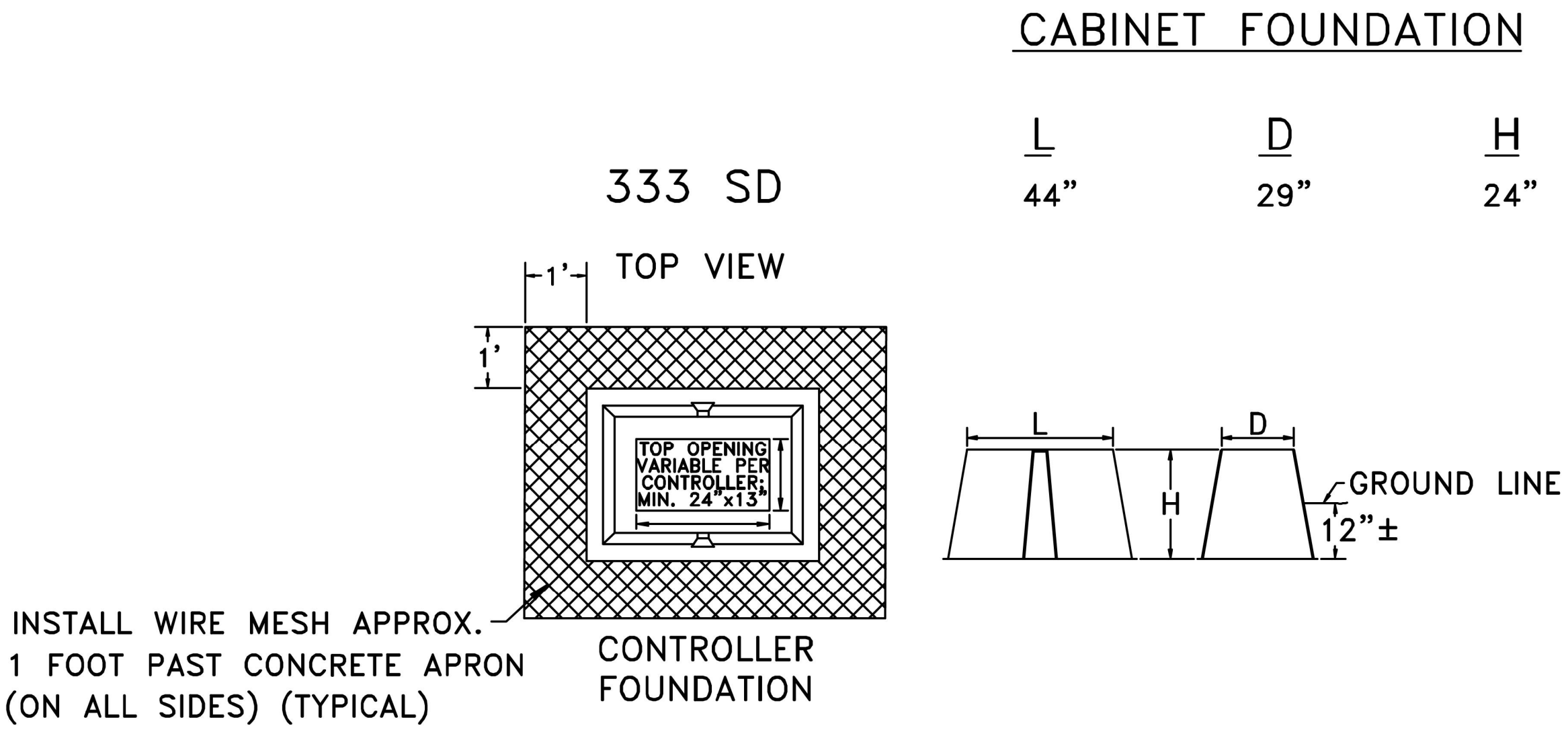
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	☐				REVISED:	DESIGNER: TES	STR. NO'S.	N/A	
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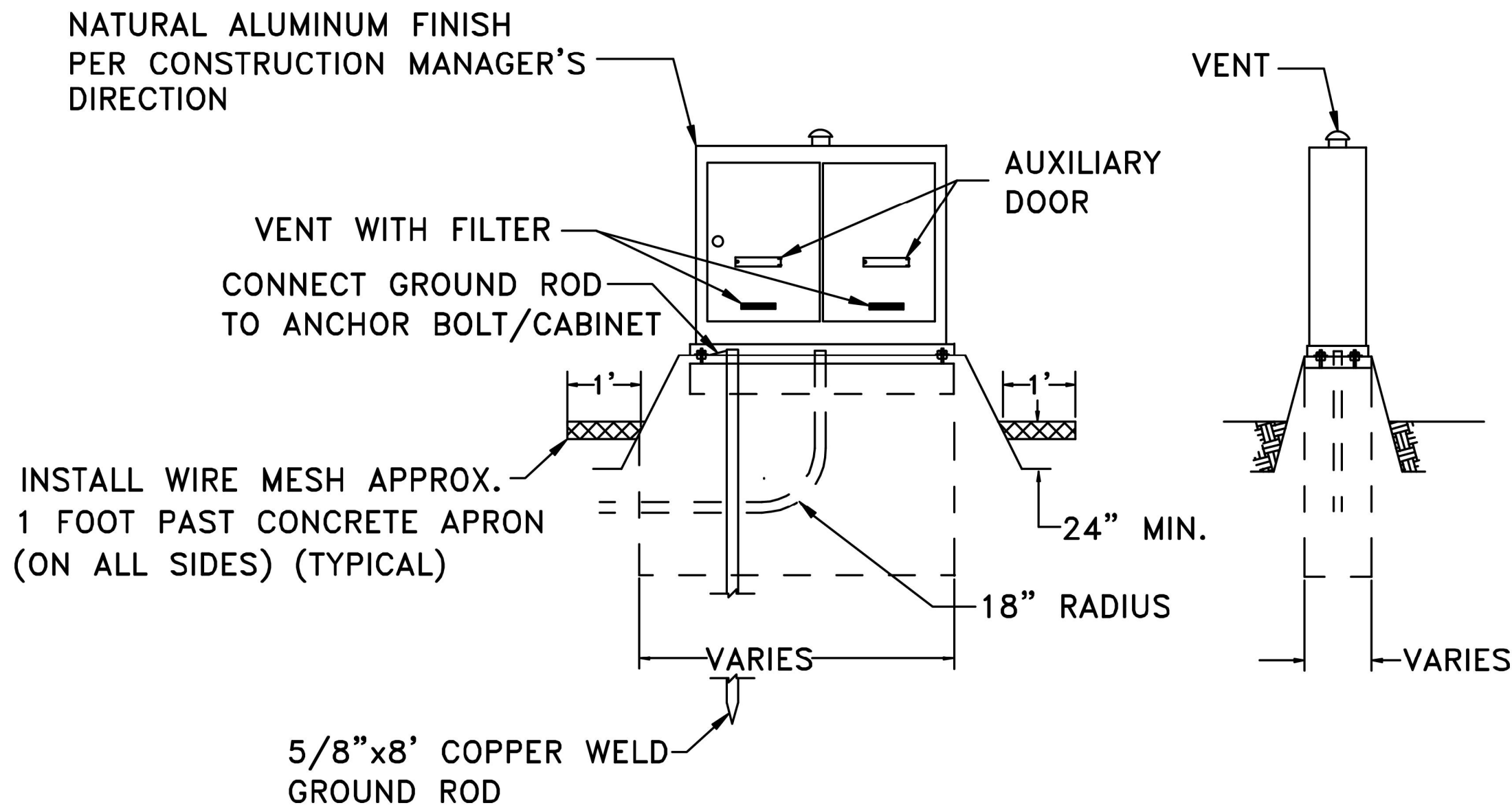
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TYPICAL SIDE-OF-POLE MOUNTED
CONTROLLER CABINET



INSTALL WIRE MESH APPROX.
1 FOOT PAST CONCRETE APRON
(ON ALL SIDES) (TYPICAL)



INSTALL WIRE MESH APPROX.
1 FOOT PAST CONCRETE APRON
(ON ALL SIDES) (TYPICAL)

TYPICAL BASE MOUNTED CONTROLLER CABINET
INSTALLATION AND FIBERGLASS FOUNDATION

CONTROLLER CABINET



TRAFFIC SIGNAL CONSTRUCTION DRAWINGS

BY: JME

SCALE: NTS

DATE: 1/2020

DRAWING:

TS10

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VOID:

FIRESTONE
NEIGHBORS POINT HAWK SIGNAL DESIGN
DETAILS

DESIGNER: TES

DETAILER: JCM

SUBSET: DETAILS

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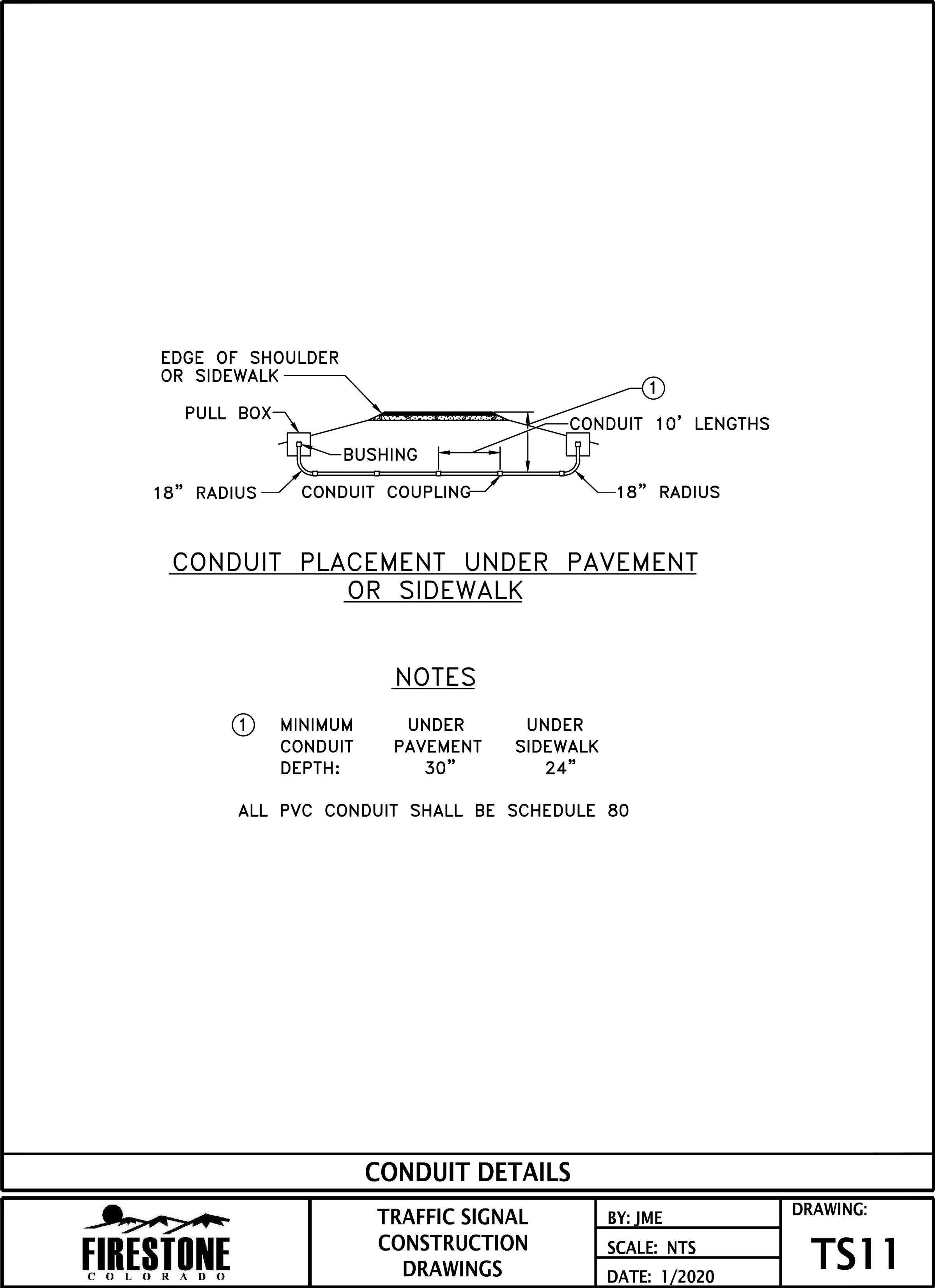
PROJECT NO./CODE

20250108

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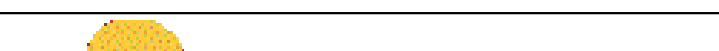
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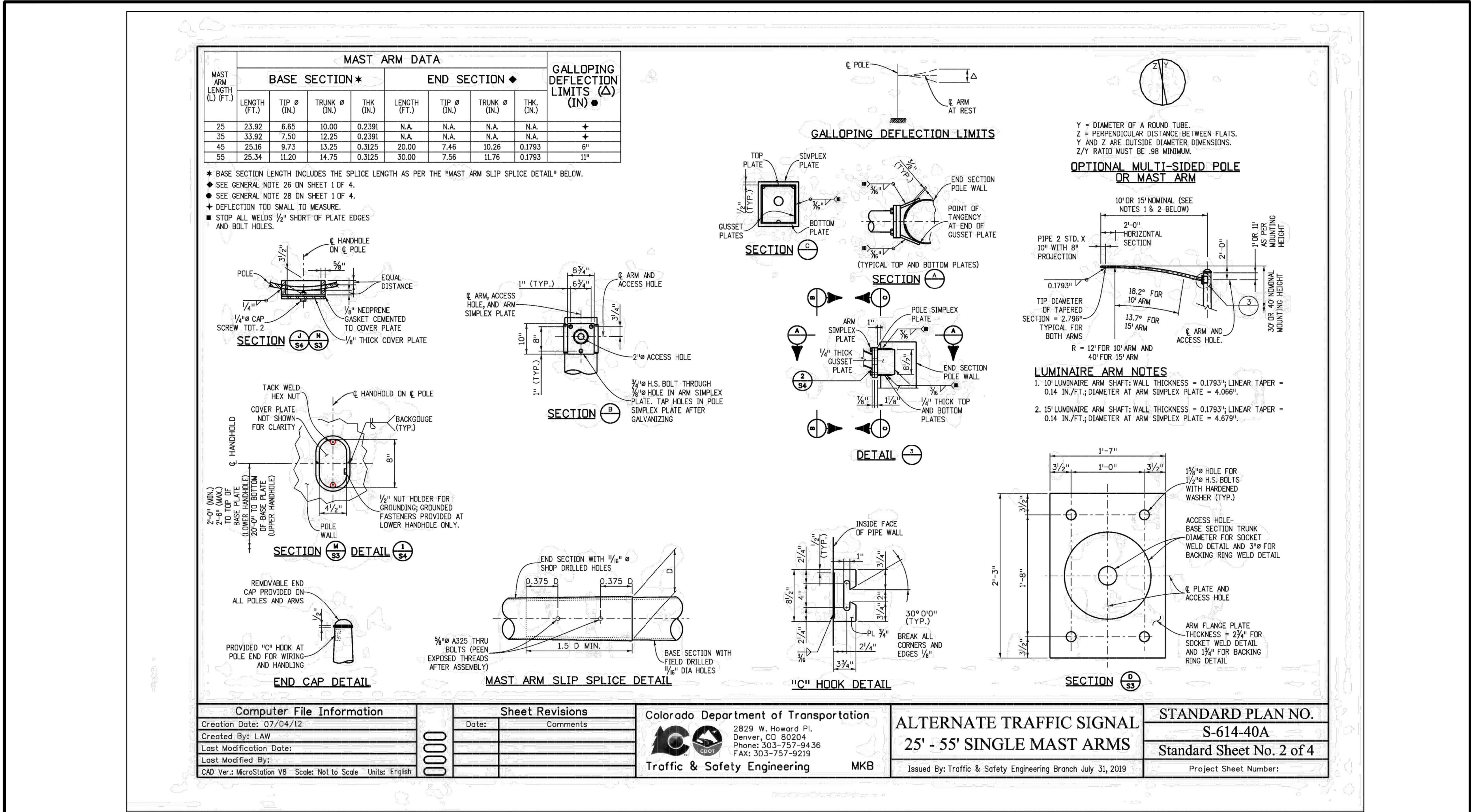


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MASTARM POLES (MAX 55')



TRAFFIC SIGNAL CONSTRUCTION DRAWINGS

BY: JME

SCALE: NTS

DATE: 1/2020

DRAWING:

TS13B

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VOID:

FIRESTONE
NEIGHBORS POINT HAWK SIGNAL DESIGN
DETAILS

DESIGNER: TES

DETAILER: JCM

SUBSET: DETAILS

STR. NO'S.

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PROJECT NO./CODE

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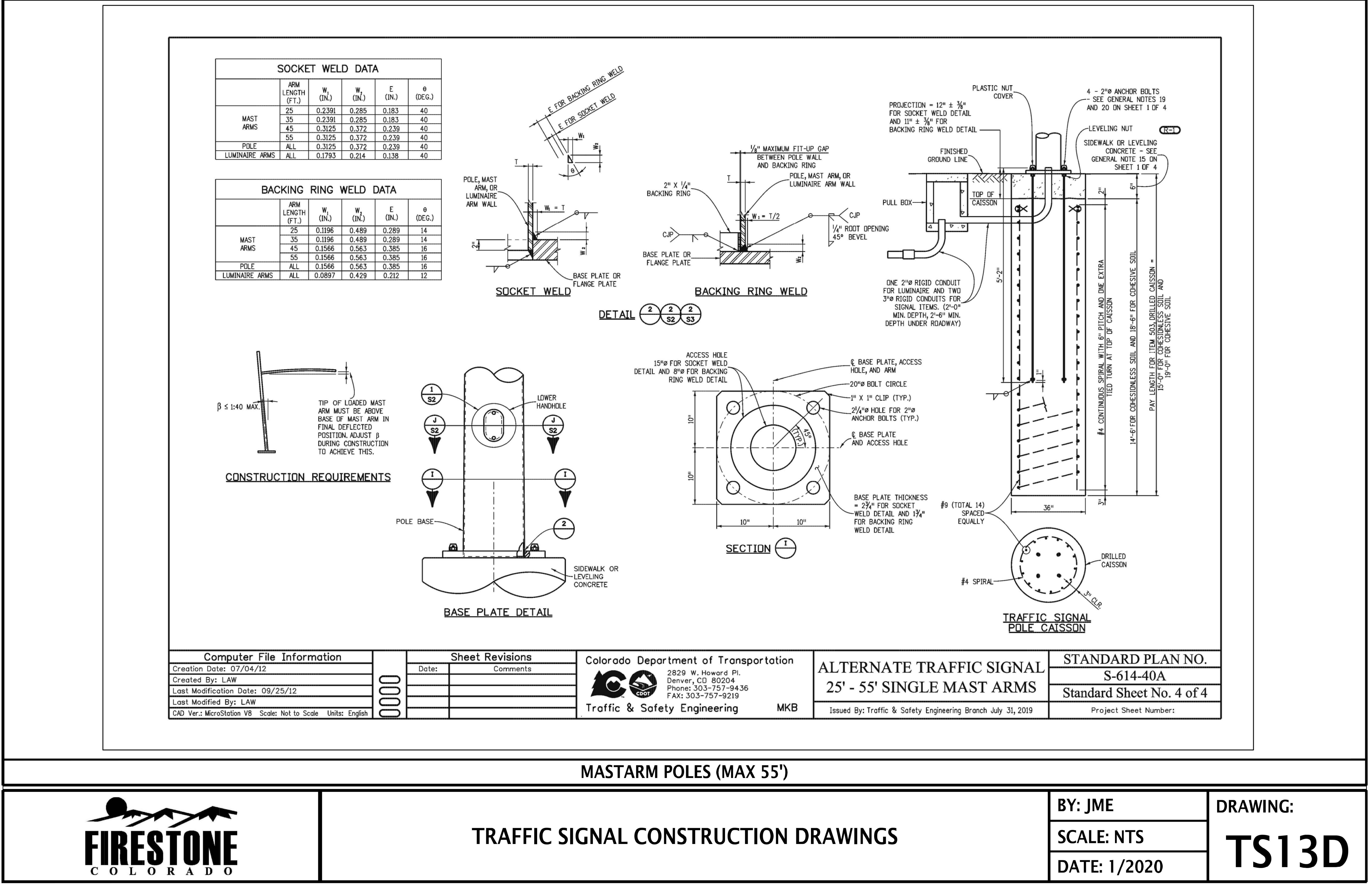
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FIRESTONE NEIGHBORS POINT HAWK SIGNAL DESIGN DETAILS

DESIGNER: TES

DETAILER: JCM

SUBSET: DETAILS

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SHEETS: GEN-14 OF 14

PROJECT NO./CODE

20250108

SHEET NUMBER 20

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.c

Discussion/Action

Meeting Date: December 18, 2024

Initiated By: Jessica Clanton

Department: Finance

AGENDA ITEM

Resolution 24-115: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, LEVYING GENERAL PROPERTY TAXES FOR THE 2024 TAX YEAR, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF FIRESTONE, COLORADO FOR THE 2025 FISCAL YEAR

RECOMMENDATION

Staff recommends approval of Resolution 24-115

SUMMARY

The Board of Trustees must certify the mill levies for the 2024 fiscal year by December 16, 2024. This Resolution will certify the Town's general mill levy at 6.805 mills.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

On January 10, 2024, the Board certified the Town's mill levy at 6.805 mills for the 2024 fiscal year. The Board adopted the annual budget for the 2025 fiscal year on November 13th, 2024.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Uphold Fiscal Integrity

ATTACHMENTS

1. Reso 2025 BUDGET RESOLUTION MILL LEVY

RESOLUTION NO. 24-115

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, LEVYING GENERAL PROPERTY TAXES FOR THE 2024 TAX YEAR, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF FIRESTONE, COLORADO FOR THE 2025 FISCAL YEAR.

WHEREAS, on November 13, 2024 the Board of Trustees of the Town of Firestone (“Town”) on adopted the Town of Firestone’s annual budget for the 2025 fiscal year in accordance with the Local Government Budget Law; and

WHEREAS, a general property tax mill levy is necessary to defray the general expenses of Town government for the 2025 fiscal year; and

WHEREAS, the 2024 valuation for assessment for the Town as certified by the Weld County Assessor is \$266,475,528; and

WHEREAS, the Town is exempt from the statutory property tax revenue limitation (5.5% limit) due to voter approval of Ballot Issue A at the April 2, 1996 regular municipal election; and

WHEREAS, the Town is exempt from the fiscal year spending limitation imposed by Article X, Section 20 to the Colorado Constitution, due to voter approval of Ballot Issue A at the April 2, 1996, regular municipal election; and

WHEREAS, the Board of Trustees must certify the mill levies for the 2025 fiscal year by December 16, 2024, and by this Resolution desires to so certify its general mill levy.

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

Section 1. That for the purpose of meeting all general operating expenses of the Town of Firestone during the 2025 fiscal year, there is hereby levied a tax of 6.805 mills upon each dollar of the total valuation for assessment of all taxable property within the Town for the year 2024.

Section 2. That the Town Director of Finance is hereby authorized and directed to immediately certify to the County Commissioners of Weld County, Colorado, the mill levy for the Town of Firestone as herein above determined and set.

INTRODUCED, READ AND ADOPTED this 18th day of December, 2024.

TOWN OF FIRESTONE, COLORADO

By:

Don Conyac Jr., Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.d

Discussion/Action

Meeting Date: December 18, 2024

Initiated By: Jessica Clanton

Department: Finance

AGENDA ITEM

Resolution 24-117: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE DEBT MANAGEMENT POLICY

RECOMMENDATION

Staff recommends approval of Resolution 24-117 approving the Debt Management Policy.

SUMMARY

The debt management policy is intended to guide the issuance of debt and other financing instruments and ensure that the Town maintains a sound debt position and that its credit quality is safeguarded. Jessica Clanton, Finance Director, and Piper Sandler, our Municipal Advisors, reviewed the policy and made the agreed changes on the red-line version. These changes more accurately reflect the Town's process for debt issuances. On November 20, 2024, the Finance Committee reviewed and recommended the Debt Management Policy's approval through a Memorandum of Recommendation attached.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved the Debt Management Policy on February 10, 2021.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Uphold Fiscal Integrity

ATTACHMENTS

1. Reso 24-117 Debt Policy
2. DEBTPOLICY_2024_Redline
3. DEBTPOLICY_2024
4. Memorandum of Recommendation - Debt Management Policy - 11-20-2024

RESOLUTION 24-117

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE DEBT MANAGEMENT POLICY

WHEREAS, the Town of Firestone previously adopted a Debt Management Policy (“Policy”); and

WHEREAS, the Board of Trustees finds that such Policy should be updated with the goal of promoting and supporting the efficient, beneficial and effective use of the Town’s resources: and

WHEREAS, the Town Manager, Director of Finance and Consultants collaborated to develop an updated policy, which has been presented to the Board of Trustees; and

WHEREAS, the Board of Trustees finds that the proposed policy meets the goals it established and also supports the Town’s fiscal responsibilities.

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

Section 1. The Board of Trustees hereby approves and adopts the Town of Firestone Debt Management Policy in substantially the same form as the copy attached hereto and made a part of this resolution.

Section 2. All prior Debt Management Policies or amendments thereof adopted by the Town are repealed in their entirety.

INTRODUCED, READ AND ADOPTED this 18th day of December 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

TOWN OF FIRESTONE DEBT MANAGEMENT POLICY

ADOPTED DECEMBER 2024

The Town of Firestone (Town) recognizes the importance of long-range, financial planning in order to meet its capital asset needs. The following debt management policy provides guidance on the issuance of debt and other financing instruments to help ensure that the Town maintains a sound debt position and that its credit quality is safeguarded. As such, the policy allows for an appropriate balance between establishing debt parameters while also providing flexibility to respond to unforeseen circumstances and new opportunities. This policy applies to Town derived revenues and revenues the Town is entitled to receive. Debt related to the Town's enterprise activities, or related URA project areas are not considered part of this policy.

DEVELOPMENT OF LONG-TERM, FINANCING RECOMMENDATIONS

The primary responsibility for developing long-term, financing recommendations rests with the Town Manager. During the annual budget process, and at any other such times during the year in which the need may arise, the Town Manager will work collectively with the Finance Director and other deemed necessary Town staff (the Internal Working Group) to determine if there is a need for long-term borrowing consideration. As part of the determination process, the Internal Working Group shall review the financing needs outlined by the Capital Improvement Plan (see below) to analyze the future capital financing needs as compared with the Town's currently available cash resources and projected revenues. The Internal Working Group will also provide recommendations regarding refunding and restructuring of existing debt.

Prior to pursuing long-term financing, ~~a refunding~~refinancing, or restructuring of debt, the Town Manager will prepare and present to the Town Board a resolution of intent to issue debt and authorization of Town staff to proceed with the necessary preparations. The Town may only issue debt upon the approval of a simple majority vote by the entire Town of Firestone Board of Trustees (Town Board).

CAPITAL IMPROVEMENT PLAN

On an annual basis and as part of the Town's budgeting process, the Town will prepare and/or update a five (5) year Capital Improvement Plan (CIP) identifying capital projects that are part of the Town's long-term strategic vision and economic development plan. Concurrent with the preparation of the CIP, Town staff will consider the associated, estimated ongoing operations and maintenance costs of such capital assets so that the total costs of the projects are included for budgeting and projection purposes.

PURPOSE OF DEBT

Incurrence of long-term debt will only be used for the purpose of financing capital assets, which include but are not limited to buildings, infrastructure, land acquisition and purchase of equipment. The Town, under no circumstances, will issue debt or borrow funds to finance the Town's on-going costs for operations and services.

The Town will strive to balance the pay-as-you-go approach and incur debt for its capital projects expenditures (see the Working Reserve Policy). Debt financing will be considered when annual revenues and accumulation of capital cash reserves are not sufficient to provide the necessary funding for such projects within a timeframe deemed necessary or adequate by the Town Board.

TYPES OF DEBT AND OTHER FINANCING INSTRUMENTS

The general types of debt and other financing instruments to be used by the Town will include:

- General Obligation Bonds
- Revenue Bonds
- Short-term Notes
- Special Assessment or Local Improvement Bonds
- Annually appropriated leases and Certificates of Participation
- Any other legally recognized security approved by the Town Board and deemed advantageous to the Town

In order to mitigate any uncertainty of annual debt payment amounts due, the Town will strive to secure a fixed rate structure when issuing debt. The Town will consider a variable rate structure when market conditions favor this type of issuance, and when feasible, ensure there is a maximum interest rate (interest rate cap) provided within the variable rate structure. Credit enhancements will be used only in instances where the anticipated present value savings in terms of reduced interest expense exceeds the cost of the credit enhancement.

LEVEL OF DEBT AND RESTRICTIVE PROVISIONS

The Town will strive to limit its general obligation debt (i.e., where ad valorem property taxes are the main and underlying security pledged on the debt) so as not to exceed fifteen percent (15%) of the Town's total assessed valuation as shown by the most current assessment received from Weld County's Assessor's Office. Additionally, the Town will strive to maintain its annual general obligation debt service costs (principal and interest) for its governmental activities at a level of no greater than fifteen percent (15%) of the Town's governmental expenditures. Any debt issued by the Town, other than general obligation debt, wherein other revenue sources serve as security for the debt (e.g., revenue bonds), will not have any specific debt level restrictions, provided that each of such issuances will be evaluated on a case-by-case bases, to ensure that the Town has adequately provided for conservative revenue projections as to debt repayment purposes.

The repayment terms of all debt issued by the Town will not exceed the useful life of the capital asset financed. Additionally, the Town will seek level or declining debt repayment schedules and will not issue debt that provides for a balloon principal payment reserved at the end of the term of the issue, unless deemed otherwise appropriate and necessary by the Town. Furthermore, the Town will strive to obtain optional redemption terms that allow for the pre-payment of debt without paying a redemption penalty.

DEBT ISSUANCE PRACTICES

As part of its debt issuance process, the Town will manage its debt and sustain its financial position ~~in order to strive to~~ secure and maintain ~~an~~ a minimum bond rating of 'A' (Standard & Poor's) and/or 'A2' (Moody's Investor Service) for its general obligation bond credit ~~A/A2 or higher bond rating.~~

The Town will market its new money general obligation debt through the use of a competitive bid process. ~~The Town will market all other debt issuances via a competitive bid process, negotiated bid process (with an underwriter) or private placement process (through a placement agent) depending upon the method of sale most advantageous to the Town when considering market conditions and structuring features of the issue, among other factors. If debt is privately placed, it shall be placed with an accredited investor or financial institution when issuing general obligation debt. The competitive bid process will also be used~~

~~for other debt issuances unless time, interest rates and/or other factors make it more favorable for the Town to use a negotiated process.~~

If needed, the Town will ~~hire~~retain an independent ~~Municipal~~financial advisor, and ~~any~~ other professional service providers (e.g. bond counsel), to assist in the structuring of the debt transaction and to provide overall guidance throughout the process.

~~Debt may be privately placed with an accredited investor or financial institution if the Town deems it to be in the best interest of the Town.~~

GUIDELINES FOR REFUNDING

The Town shall consider refunding (advance and current refunding) outstanding debt whenever an analysis indicates the potential for net present value (NPV) savings of at least ~~three-five~~ percent (5%) can be achieved. The Town shall also consider restructuring its existing debt in order to extend the payment terms to meet cash flow needs if deemed beneficial to the Town's long-term financial and strategic planning. The Town may also consider refunding outstanding bonds to remove existing restrictive covenants.

POST ISSUANCE MANAGEMENT

The Town will invest its debt proceeds in accordance with the Town's investment policy and statutory requirements. Funds will be invested in instruments and with related maturities that will provide the liquidity needed to meet the cash flow needs of each project. In this regard, the Finance Director will prepare cash flow projection to determine the availability of funds to be invested and their respective required maturities.

The Town will comply with all arbitrage rebate requirements as established by the Internal Revenue Service. Arbitrage will be calculated at the end of each fiscal year and interest earned on the investment of debt proceeds will be reserved to pay any penalties due. Secondary market disclosures requirements established within the terms of the debt transaction will be adhered to and filed on a timely basis.

The Finance Director will be responsible for managing the post issuance requirements listed above and/or cause any post issuance requirements to be completed.

POLICY REVIEW

The Finance Director will review the Debt Management Policy annually in connection with the preparation of the Town's annual budget process to ensure that the Town is adhering to the framework outlined in this policy. Furthermore, the Finance Committee and the Finance Director will be responsible for reviewing the Debt Management Policy every two years. Adoption and modifications to this policy will require the approval of a simple majority vote by the entire Town Board.

Don Conyac Jr., Mayor

Attest: Miriam Luna Gonzalez, Town Clerk

TOWN OF FIRESTONE DEBT MANAGEMENT POLICY

ADOPTED DECEMBER 2024

The Town of Firestone (Town) recognizes the importance of long-range, financial planning in order to meet its capital asset needs. The following debt management policy provides guidance on the issuance of debt and other financing instruments to help ensure that the Town maintains a sound debt position and that its credit quality is safeguarded. As such, the policy allows for an appropriate balance between establishing debt parameters while also providing flexibility to respond to unforeseen circumstances and new opportunities. This policy applies to Town derived revenues and revenues the Town is entitled to receive. Debt related to the Town's enterprise activities, or related URA project areas are not considered part of this policy.

DEVELOPMENT OF LONG-TERM, FINANCING RECOMMENDATIONS

The primary responsibility for developing long-term, financing recommendations rests with the Town Manager. During the annual budget process, and at any other such times during the year in which the need may arise, the Town Manager will work collectively with the Finance Director and other deemed necessary Town staff (the Internal Working Group) to determine if there is a need for long-term borrowing consideration. As part of the determination process, the Internal Working Group shall review the financing needs outlined by the Capital Improvement Plan (see below) to analyze the future capital financing needs as compared with the Town's currently available cash resources and projected revenues. The Internal Working Group will also provide recommendations regarding refunding and restructuring of existing debt.

Prior to pursuing long-term financing, refinancing, or restructuring of debt, the Town Manager will prepare and present to the Town Board a resolution of intent to issue debt and authorization of Town staff to proceed with the necessary preparations. The Town may only issue debt upon the approval of a simple majority vote by the entire Town of Firestone Board of Trustees (Town Board).

CAPITAL IMPROVEMENT PLAN

On an annual basis and as part of the Town's budgeting process, the Town will prepare and/or update a five (5) year Capital Improvement Plan (CIP) identifying capital projects that are part of the Town's long-term strategic vision and economic development plan. Concurrent with the preparation of the CIP, Town staff will consider the associated, estimated ongoing operations and maintenance costs of such capital assets so that the total costs of the projects are included for budgeting and projection purposes.

PURPOSE OF DEBT

Incurrence of long-term debt will only be used for the purpose of financing capital assets, which include but are not limited to buildings, infrastructure, land acquisition and purchase of equipment. The Town, under no circumstances, will issue debt or borrow funds to finance the Town's on-going costs for operations and services.

The Town will strive to balance the pay-as-you-go approach and incur debt for its capital projects expenditures (see the Working Reserve Policy). Debt financing will be considered when annual revenues and accumulation of capital cash reserves are not sufficient to provide the necessary funding for such projects within a timeframe deemed necessary or adequate by the Town Board.

TYPES OF DEBT AND OTHER FINANCING INSTRUMENTS

The general types of debt and other financing instruments to be used by the Town will include:

- General Obligation Bonds
- Revenue Bonds
- Short-term Notes
- Special Assessment or Local Improvement Bonds
- Annually appropriated leases and Certificates of Participation
- Any other legally recognized security approved by the Town Board and deemed advantageous to the Town

In order to mitigate any uncertainty of annual debt payment amounts due, the Town will strive to secure a fixed rate structure when issuing debt. The Town will consider a variable rate structure when market conditions favor this type of issuance, and when feasible, ensure there is a maximum interest rate (interest rate cap) provided within the variable rate structure. Credit enhancements will be used only in instances where the anticipated present value savings in terms of reduced interest expense exceeds the cost of the credit enhancement.

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If needed, the Town will retain an independent Municipal advisor, and other professional service providers (e.g. bond counsel), to assist in the structuring of the debt transaction and to provide overall guidance throughout the process.

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Don Conyac Jr., Mayor

Attest: Missy Carranco, Deputy Town Clerk



MEMORANDUM OF RECOMMENDATION

TO: Board of Trustees

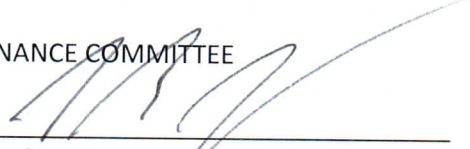
FROM: Finance Committee

DATE: November 20, 2024

RE: Debt Management Policy

The proposed Debt Management Policy has been reviewed by the Finance Committee at the November 20th, 2024 meeting. With a vote of 4 for and 0 against, the Finance Committee of the Town of Firestone recommends the approval of the Debt Management Policy.

FINANCE COMMITTEE



Frank A. Jimenez, Chair

ATTEST:



Missy Carranco, Secretary

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.e

Discussion/Action

Meeting Date: December 18, 2024

Initiated By: Jessica Clanton

Department: Finance

AGENDA ITEM

Resolution 24-118: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE PURCHASING POLICY

RECOMMENDATION

Staff recommends approval of Resolution 24-118, a resolution adopting the revised Town of Firestone Purchasing Policy

SUMMARY

It is the Finance Department's practice to review all policies at least every two years. Jessica Clanton, Finance Director, reviewed the policy and made the changes shown on the red-line version. These changes more accurately reflect the Town's process for Sole Source Purchases and Professional Service Agreements.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

At the Finance Committee meeting on November 20, 2024 the policy was presented to the committee and with a vote of 4 for and 0 against, it was recommended that it be taken to the Board. Please see the attached Memo of Recommendation from the Finance Committee. The Board of Trustees adopted the previous Purchasing Policy on May 24, 2023.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Uphold Fiscal Integrity

ATTACHMENTS

1. Reso 24-118 Purchasing Policy
2. Purchasing Policy 2024 Redline
3. Purchasing Policy 2024
4. Memorandum of Recommendation - Purchasing Policy - 11-20-2024

RESOLUTION NO. 24-118

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE
PURCHASING POLICY**

WHEREAS, the Town of Firestone previously adopted the Purchasing Policy (“Policy”) for the Town; and

WHEREAS, the Board of Trustees finds that such Policy should be updated with the goal of promoting and supporting the efficient, beneficial and effective use of the Town’s resources; and

WHEREAS, the Town Manager, Director of Finance and Consultants collaborated to develop an updated policy, which has been presented to the Board of Trustees; and

WHEREAS, the Board of Trustees finds that the proposed policy meets the goals it established and also supports the Town’s fiscal responsibilities.

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

Section 1. The Board of Trustees hereby approves and adopts the Town of Firestone Purchasing Policy in substantially the same form as the copy attached hereto and made a part of this resolution.

Section 2. All prior Purchasing Policies or amendments thereof adopted by the Town are repealed in their entirety.

INTRODUCED, READ AND ADOPTED this 18th day of December 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

TOWN OF FIRESTONE PURCHASING POLICY ADOPTED DECEMBER, 2024

This policy establishes guidelines related to the Town of Firestone (Town) purchases. The Town budget is the principal controlling document and all purchases must conform to the forecasted expenditures approved by the Board of Trustees (Board) as part of the budget process. The existence of an item in the Town budget does not automatically authorize procurement. This policy along with the Purchasing Procedures and any other Town applicable procedures and/or policies will establish internal controls to serve the best interests of the Town. Expenditures related to ongoing principal and interest payments for Town approved debt are not subject to this purchasing policy. When purchases involve the expenditures of federal, state, or local grants and/or are related to a Town approved intergovernmental agreement, the purchase should be in compliance with any applicable laws, regulations and/or agreement requirements. All employees purchasing on behalf of the Town are expected to adhere to the Town's Purchasing Policy. This policy and the provisions herein are promulgated solely in support of the proper exercise of the Town's fiscal responsibilities, including administration of annually appropriated funds, and solely for the benefit of the Town, and confer no rights, duties or entitlements to any bidders or proposers. This policy supersedes any and all previous purchasing policies adopted by the Town.

DE-CENTRALIZED PURCHASING

This is a system of purchasing in which purchasing authority, responsibility and control is given to the Department Directors. Department Directors are responsible for ensuring personnel in their department are knowledgeable of and trained in the purchasing procedures as adopted by the Town. By following the requirements established within this policy, Department Directors shall be able to properly plan purchases, so as to allow sufficient time to obtain proposals, quotations, or bids (with an allowable lead time for delivery). Departments shall not only be able to realize savings through competition between vendors, but shall also increase efficiency.

STANDARDS FOR PURCHASING

The following general standards apply when making purchases for the Town:

- All purchases must be for the benefit of the Town.
- All purchases must be properly authorized and approved and allocated to the correct fund/department and budgeted line item.
- All purchases must be supported by sufficient documentation that includes payee, goods/services purchased and amount of purchase.
- All purchases must be within the approved budget unless prior approval has been obtained by the Town Manager within the parameters of this policy.
- No officer or employee shall make a purchase or enter into a contract that involves the expenditure of money in excess of appropriated funds.
- Whenever possible, consolidate purchases in order to obtain economic benefits.

- Encourage open competition as much as practical and when in the best interests of the Town.
- Purchase goods and services from local vendors all other things being equal and within the parameters of this policy.
- Take advantage of any competitive bidding partnerships with other municipalities to obtain a lower overall cost.
- Require vendors to fulfill all terms and conditions of contracts.
- Take advantage of all State and local tax exemptions.
- Ensure that purchases go through the system of internal controls established in this policy and the Purchasing Procedures.

AUTHORITY TO PURCHASE AND AUTHORIZATION LIMITS

The following personnel will have the authority to make purchases for the Town in accordance with the approved budget. If needed, the Finance Director will be consulted in circumstances when the budget objective is not clear. Any incurred obligations not authorized pursuant to this policy may become the purchaser's responsibility.

- Department Supervisors or Designees have authority to approve purchases up to \$5,000 in aggregate for items that have already been approved and included in the Town's adopted budget.
- Department Directors have authority to approve purchases up to \$25,000 in aggregate for items that have already been approved and included in the Town's adopted budget.
- Items in excess of \$25,000 that have been included in the Town's adopted budget also require the Town Manager's approval in addition to the Department Directors. Items that are not included in the Town's budget will require the Town Manager's approval and the following items will always require the Town Manager's approval regardless of the dollar amount:
 - Vehicles and rolling equipment
 - Firearms
 - Building and facility modifications
 - Multi-year contracts
- The Town Manager will have authority to approve purchases up to \$50,000 for items that have already been approved and are included in the Town's adopted budget, with the exception of the following items which will require the Board's approval regardless of the dollar amount:
 - Real estate and land purchase contracts and water rights
 - Public Art
- Purchases of \$50,000 and above that are contemplated as part of the adopted budget and items above \$10,000 not included in the adopted budget will require approval by the Board.
- All Town travel including business travel and professional/education travel must follow the Town's Travel Policy.
- No purchases are to be artificially separated in an attempt to avoid the established authorization limits.

INFORMAL & FORMAL BIDDING

The Town will adhere to the following contract procurement policies.

- Discretionary Purchases - All purchases under \$5,000 will be made on the basis of prices obtained from vendor. Buyers are to obtain the lowest and/or best price for items purchased and whenever feasible employees are recommended to utilize comparative pricing via verbal or informal methods.
- Quotations - All purchases between \$5,000 to \$50,000, require informal bidding procedures as follows:
 - Informal Quotations - For purchases between \$5,000 and \$25,000, the requesting department shall obtain and document a minimum of three (3) verbal quotations; such quotations shall be documented and retained for one year plus current year by the requesting department.
 - Formal Quotations - For purchases between \$25,001 and \$49,999, Formal quotations are to be requested from at least three vendors for any purchase within this range. Formal quotations are to be received in writing on vendor letterhead and shall be signed by an official of the vendor, one having the authority to contractually bind the vendor. Formal quotations shall be delivered to the requesting department and shall be retained for one year plus current year.
- Formal Bids - For purchases of \$50,000 or more, the requesting department shall follow and document the formal bid procedures as outlined in the Purchasing Procedures. The requesting department shall obtain and document a minimum of three (3) written bids to present to the Board. The Board may reduce the number of required quotations and waive otherwise applicable formal bidding requirement if it is determined that it is not practical or advantageous to the interest of the Town.
- Change Orders: The purpose of a change order is to recognize changes occurring on jobs that may result in amendments to the project time schedule and/or cost. Change orders that affect time shall be approved by the Department Director and Project Manager. Change orders that result in additional costs shall have the approval of the Department Director and the Town Manager. If the change order will result in costs exceeding the authorized amount (base bid + contingency), Board's approval is required.
 - \$0-\$10,000 – Project Manager
 - \$10,001-\$25,000 – Department Director
 - >\$25,001 - Town Manager
 - >Authorized Amount - Board Approval
- State Bids/Cooperative Purchasing – State Bids are quotations or bids solicited through the State of Colorado (Bid Information and Distribution System). Use of State Bids is permitted. Use of State Bids must be in accordance with applicable Purchasing Procedures and only current State Bids may be used. Use of State Bids overrides the formal bidding process and procedures listed in the Purchasing Procedures, except in situations where use of competitive bidding is required in conjunction or as a condition of receipt of federal or state funding for the project. The determination of whether to use State Bids shall be made by the Department Director. The Town Manager or designee shall have authority to join with other governmental bodies, including but not limited to, the State of Colorado, other local governments, and quasi-municipal corporations, in cooperative purchasing in the best

interest of the Town, providing the bids are obtained as the result of a competitive bid process. Use of Cooperative purchasing overrides the formal bidding process and procedures listed in the Purchasing Procedures, except in situations where use of competitive bidding is required in conjunction or as a condition of receipt of federal or state funding for the project. The determination of whether to use Cooperative Purchasing shall be made by the Department Director.

- Integrated Project Delivery Contracting – The Board may award an integrated project delivery (“IPD,” sometimes referred to as “design-build”) contract for capital improvements projects or other public projects in accordance with state law and the Purchasing Procedures.
- Bonding Requirements – Bonds shall be executed on forms prescribed or approved by the Town Manager based on review by the Town Attorney as to form and State of Colorado law. Normally, bonds are used only on labor and materials procurement actions, such as projects for completion of public works or public buildings. Bonds generally are not required for purchases of vehicles, equipment, or standard commercial goods and services, particularly when the goods are not altered or customized to unique Town specifications, but may be required if deemed by the procuring department to be in the interests of the Town.

Insurance Requirements – Contracts for labor, materials and services entered into by the Town will require the selected contractor to carry the types and minimum amounts of insurance coverage as required by the Town. The contracts shall also contain other provisions regarding insurance as the Town shall require.

SOLE SOURCE PURCHASES

It is the policy of the Town to recognize and solicit quotes and bids. Sole source purchases may be made if it has been determined that the goods or services can only be obtained from a single supplier capable of meeting all specifications and purchase requirements, or when it is in the Town’s best interests. Service and/or maintenance agreements offered by the manufacturer, or supplier, who is the only factory-authorized supplier in the DRCOG region, shall be deemed to be sole source without further justification. The requisitioning department Director will be required to complete the Sole Source justification memo that states the circumstances leading to the selection of the supplier, any alternatives considered, the rationale for selecting the supplier, and how it was determined that the price was fair and reasonable. The Justification memo for the sole source supplier must be submitted with request for payment or purchase A order. n affidavit of sole supplier must be obtained by the requesting Department. If an item is required to standardize equipment or to replace parts of an existing system a sole supplier affidavit-memo must be submitted with appropriate support.

Professional Service Agreements

The Professional Services/Consultant Contracts Policy applies to all professional and consulting services contracts. These services include, but are not limited to attorneys, engineers, architects, programmers, plan review firms, etc. Any consultant which does not fit the independent

contractor definition must be contracted ~~with~~ in accordance with this policy. Each department and its personnel are responsible for the effective planning for its service contract requirements.

- Solicitation and Acceptance
 - Department Directors may use a Request for Proposal (RFP) or Request for Qualifications (RFQ) to solicit for services. The following are exempt from the solicitation process: Contracts for the services of consultants, lawyers, engineers, architects, accountants, Town planners, economists, or public information specialists. Also contract for policies of insurance.
 - The Department Director shall determine, based on an evaluation of all the proposals, which bidder best meets the needs of the Town, considering whether each bidder:
 - Possesses adequate technical and financial resources to perform the project or services or the ability to obtain the resources required for performance.
 - Possesses necessary experience, organization and technical skill in the relevant fields or the ability to obtain them, including without limitation arrangements with subcontractors.
 - Proposes a reasonable approach to achieve the project or service objectives.
 - Has a satisfactory record of performance in developing and implementing similar projects or providing similar services in other jurisdictions.
 - Will perform the project or services at a reasonable cost compared with the level of effort expended.

LOCAL VENDOR PREFERENCE

To encourage purchasing from businesses located with the Town of Firestone, it is the policy of the Town to recognize and solicit quotes from local vendors. Whenever such local sources exist and are competitive, purchases may be made from local vendors; however, the bidding requirements, procedures and criteria of this Policy shall still apply.

Unless a violation of law or prohibited as a condition of a grant, bids for purchases of goods of \$5,000 or less may be awarded, as deemed appropriate solely within the discretion of the Town, to local vendors providing their proposal or quote is within 2% of the lowest bid. This provision applies only to purchases of goods of \$5,000 or less and does not apply to procurement of services. For purposes of this provision, a “local vendor” is defined as any person or entity who has been a bona fide resident of the Town of Firestone who has held a valid Town Business License for at least six weeks immediately prior to submitting a bid.

EMERGENCY PROCEDURES

Emergencies are those instances when there exists a threat to the public health, welfare or safety, or when delay would cause harm to the Town. In the event of local disaster declared by the Town, the Town shall comply with this Purchasing Policy to the extent practicable. Forms required herein for the purpose of authorizing and acquiring goods or services necessary for the immediate

preservation of health and safety may be ratified after acquisition when a delay in acquiring the goods or services will cause immediate risk to health and safety, based upon the determination of the Town Manager. Goods and services necessary for the immediate preservation of health and safety during the event of a local disaster shall not require compliance with bidding or advertising requirements set forth in this Policy, and may be awarded on a sole-source basis. In the event of local disaster or emergency conditions declared by the Town, when it is not feasible to follow the bidding procedures, and it is necessary to authorize the purchase of equipment, supplies or services, or emergency repair costs in excess of \$50,000, the Town Manager shall first notify the Mayor or in the absence of the Mayor, the Mayor Pro Tem. In the absence of the Mayor and Mayor Pro Tem, the Town Manager is authorized to purchase the equipment, supplies or services necessary to manage the emergency. The Mayor and Mayor Pro Tem are also authorized to approve emergency purchases as needed.

NONCOMPETITIVE NEGOTIATION

When sole source or emergency procurement situations arise or when standard competitive processes are deemed non-practical, the Town Manager or designee may enter into noncompetitive negotiations in the best interest of the Town. A written determination of the basis for the noncompetitive negotiation and supplier selection shall be included in the contract file.

CONFLICTS OF INTEREST

As provided in C.R.S. 24-18-201 et seq., elected and appointed Town Officials and Town employees shall not have a financial or other interest in any contract made by them as Town employees or officials, or by any Town body or board of which they are members or employees, except in the circumstances described in such statute. Such circumstances generally include contracts awarded via competitive bidding procedures, contracts with respect to which the official or employee has complied with the disclosure and recusal requirements of state law, and other limited situations. Relatives of Town employees will be allowed to bid on purchases or contracts with the Town only in those situations where the employee that is related to the bidder has no involvement or decision authority in the process of awarding the bid.

Elected and appointed Town officials and Town employees involved in the procurement process shall comply with all ethics laws governing such process. Town employees shall notify the Town Manager in writing of any actual or perceived conflict of interest. Board members shall disclose the conflict of interest in accordance with state law. Additional information regarding ethics rules for the Town contracting can be provided by the office of the Town Manager.

CHECK APPROVAL

The Town will issue checks bi-weekly. A detail report of all checks written will be presented monthly to the Board.

POLICY REVIEW

The Finance Committee and Finance Director will be responsible for reviewing the Purchasing Policy every two years and will make recommendations for revisions to the policy as deemed

appropriate. Adoption and modifications to the policy will require the approval of a simple majority vote by the entire Town Board.

Don Conyac Jr., Mayor

Attest: Miriam Luna Gonzalez, Town Clerk

TOWN OF FIRESTONE PURCHASING POLICY ADOPTED DECEMBER, 2024

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AUTHORITY TO PURCHASE AND AUTHORIZATION LIMITS

The following personnel will have the authority to make purchases for the Town in accordance with the approved budget. If needed, the Finance Director will be consulted in circumstances when the budget objective is not clear. Any incurred obligations not authorized pursuant to this policy may become the purchaser's responsibility.

- Department Supervisors or Designees have authority to approve purchases up to \$5,000 in aggregate for items that have already been approved and included in the Town's adopted budget.
- Department Directors have authority to approve purchases up to \$25,000 in aggregate for items that have already been approved and included in the Town's adopted budget.
- Items in excess of \$25,000 that have been included in the Town's adopted budget also require the Town Manager's approval in addition to the Department Directors. Items that are not included in the Town's budget will require the Town Manager's approval and the following items will always require the Town Manager's approval regardless of the dollar amount:
 - Vehicles and rolling equipment
 - Firearms
 - Building and facility modifications
 - Multi-year contracts
- The Town Manager will have authority to approve purchases up to \$50,000 for items that have already been approved and are included in the Town's adopted budget, with the exception of the following items which will require the Board's approval regardless of the dollar amount:
 - Real estate and land purchase contracts and water rights
 - Public Art
- Purchases of \$50,000 and above that are contemplated as part of the adopted budget and items above \$10,000 not included in the adopted budget will require approval by the Board.
- All Town travel including business travel and professional/education travel must follow the Town's Travel Policy.
- No purchases are to be artificially separated in an attempt to avoid the established authorization limits.

INFORMAL & FORMAL BIDDING

The Town will adhere to the following contract procurement policies.

- Discretionary Purchases - All purchases under \$5,000 will be made on the basis of prices obtained from vendor. Buyers are to obtain the lowest and/or best price for items purchased and whenever feasible employees are recommended to utilize comparative pricing via verbal or informal methods.
- Quotations - All purchases between \$5,000 to \$50,000, require informal bidding procedures as follows:
 - Informal Quotations - For purchases between \$5,000 and \$25,000, the requesting department shall obtain and document a minimum of three (3) verbal quotations; such quotations shall be documented and retained for one year plus current year by the requesting department.
 - Formal Quotations - For purchases between \$25,001 and \$49,999, Formal quotations are to be requested from at least three vendors for any purchase within this range. Formal quotations are to be received in writing on vendor letterhead and shall be signed by an official of the vendor, one having the authority to contractually bind the vendor. Formal quotations shall be delivered to the requesting department and shall be retained for one year plus current year.
- Formal Bids - For purchases of \$50,000 or more, the requesting department shall follow and document the formal bid procedures as outlined in the Purchasing Procedures. The requesting department shall obtain and document a minimum of three (3) written bids to present to the Board. The Board may reduce the number of required quotations and waive otherwise applicable formal bidding requirement if it is determined that it is not practical or advantageous to the interest of the Town.
- Change Orders: The purpose of a change order is to recognize changes occurring on jobs that may result in amendments to the project time schedule and/or cost. Change orders that affect time shall be approved by the Department Director and Project Manager. Change orders that result in additional costs shall have the approval of the Department Director and the Town Manager. If the change order will result in costs exceeding the authorized amount (base bid + contingency), Board's approval is required.
 - \$0-\$10,000 – Project Manager
 - \$10,001-\$25,000 – Department Director
 - >\$25,001 - Town Manager
 - >Authorized Amount - Board Approval
- State Bids/Cooperative Purchasing – State Bids are quotations or bids solicited through the State of Colorado (Bid Information and Distribution System). Use of State Bids is permitted. Use of State Bids must be in accordance with applicable Purchasing Procedures and only current State Bids may be used. Use of State Bids overrides the formal bidding process and procedures listed in the Purchasing Procedures, except in situations where use of competitive bidding is required in conjunction or as a condition of receipt of federal or state funding for the project. The determination of whether to use State Bids shall be made by the Department Director. The Town Manager or designee shall have authority to join with other governmental bodies, including but not limited to, the State of Colorado, other local governments, and quasi-municipal corporations, in cooperative purchasing in the best

interest of the Town, providing the bids are obtained as the result of a competitive bid process. Use of Cooperative purchasing overrides the formal bidding process and procedures listed in the Purchasing Procedures, except in situations where use of competitive bidding is required in conjunction or as a condition of receipt of federal or state funding for the project. The determination of whether to use Cooperative Purchasing shall be made by the Department Director.

- Integrated Project Delivery Contracting – The Board may award an integrated project delivery (“IPD,” sometimes referred to as “design-build”) contract for capital improvements projects or other public projects in accordance with state law and the Purchasing Procedures.
- Bonding Requirements – Bonds shall be executed on forms prescribed or approved by the Town Manager based on review by the Town Attorney as to form and State of Colorado law. Normally, bonds are used only on labor and materials procurement actions, such as projects for completion of public works or public buildings. Bonds generally are not required for purchases of vehicles, equipment, or standard commercial goods and services, particularly when the goods are not altered or customized to unique Town specifications, but may be required if deemed by the procuring department to be in the interests of the Town.

Insurance Requirements – Contracts for labor, materials and services entered into by the Town will require the selected contractor to carry the types and minimum amounts of insurance coverage as required by the Town. The contracts shall also contain other provisions regarding insurance as the Town shall require.

SOLE SOURCE PURCHASES

It is the policy of the Town to recognize and solicit quotes and bids. Sole source purchases may be made if it has been determined that the goods or services can only be obtained from a single supplier capable of meeting all specifications and purchase requirements, or when it is in the Town’s best interests. Service and/or maintenance agreements offered by the manufacturer, or supplier, who is the only factory-authorized supplier in the DRCOG region, shall be deemed to be sole source without further justification. The requisitioning department Director will be required to complete the Sole Source justification memo that states the circumstances leading to the selection of the supplier, any alternatives considered, the rationale for selecting the supplier, and how it was determined that the price was fair and reasonable. The Justification memo for the sole source supplier must be submitted with request for payment or purchase order. If an item is required to standardize equipment or to replace parts of an existing system a sole supplier memo must be submitted with appropriate support.

Professional Service Agreements

The Professional Services/Consultant Contracts Policy applies to all professional and consulting services contracts. These services include, but are not limited to attorneys, engineers, architects, programmers, plan review firms, etc. Any consultant which does not fit the independent contractor definition must be contracted in accordance with this policy. Each department and its personnel are responsible for the effective planning for its service contract requirements.

- Solicitation and Acceptance
 - Department Directors may use a Request for Proposal (RFP) or Request for Qualifications (RFQ) to solicit for services. The following are exempt from the solicitation process: Contracts for the services of consultants, lawyers, engineers, architects, accountants, Town planners, economists, or public information specialists. Also contract for policies of insurance.
 - The Department Director shall determine, based on an evaluation of all the proposals, which bidder best meets the needs of the Town, considering whether each bidder:
 - Possesses adequate technical and financial resources to perform the project or services or the ability to obtain the resources required for performance.
 - Possesses necessary experience, organization and technical skill in the relevant fields or the ability to obtain them, including without limitation arrangements with subcontractors.
 - Proposes a reasonable approach to achieve the project or service objectives.
 - Has a satisfactory record of performance in developing and implementing similar projects or providing similar services in other jurisdictions.
 - Will perform the project or services at a reasonable cost compared with the level of effort expended.

LOCAL VENDOR PREFERENCE

To encourage purchasing from businesses located within the Town of Firestone, it is the policy of the Town to recognize and solicit quotes from local vendors. Whenever such local sources exist and are competitive, purchases may be made from local vendors; however, the bidding requirements, procedures and criteria of this Policy shall still apply.

Unless a violation of law or prohibited as a condition of a grant, bids for purchases of goods of \$5,000 or less may be awarded, as deemed appropriate solely within the discretion of the Town, to local vendors providing their proposal or quote is within 2% of the lowest bid. This provision applies only to purchases of goods of \$5,000 or less and does not apply to procurement of services. For purposes of this provision, a “local vendor” is defined as any person or entity who has been a bona fide resident of the Town of Firestone who has held a valid Town Business License for at least six weeks immediately prior to submitting a bid.

EMERGENCY PROCEDURES

Emergencies are those instances when there exists a threat to the public health, welfare or safety, or when delay would cause harm to the Town. In the event of local disaster declared by the Town, the Town shall comply with this Purchasing Policy to the extent practicable. Forms required herein for the purpose of authorizing and acquiring goods or services necessary for the immediate preservation of health and safety may be ratified after acquisition when a delay in acquiring the goods or services will cause immediate risk to health and safety, based upon the determination of the Town Manager. Goods and services necessary for the immediate preservation of health and safety during the event of a local disaster shall not require compliance with bidding or advertising requirements set forth in this Policy and may be awarded on a sole-source basis. In the event of

local disaster or emergency conditions declared by the Town, when it is not feasible to follow the bidding procedures, and it is necessary to authorize the purchase of equipment, supplies or services, or emergency repair costs in excess of \$50,000, the Town Manager shall first notify the Mayor or in the absence of the Mayor, the Mayor Pro Tem. In the absence of the Mayor and Mayor Pro Tem, the Town Manager is authorized to purchase the equipment, supplies or services necessary to manage the emergency. The Mayor and Mayor Pro Tem are also authorized to approve emergency purchases as needed.

NONCOMPETITIVE NEGOTIATION

When sole source or emergency procurement situations arise or when standard competitive processes are deemed non-practical, the Town Manager or designee may enter into noncompetitive negotiations in the best interest of the Town. A written determination of the basis for the noncompetitive negotiation and supplier selection shall be included in the contract file.

CONFLICTS OF INTEREST

As provided in C.R.S. 24-18-201 et seq., elected and appointed Town Officials and Town employees shall not have a financial or other interest in any contract made by them as Town employees or officials, or by any Town body or board of which they are members or employees, except in the circumstances described in such statute. Such circumstances generally include contracts awarded via competitive bidding procedures, contracts with respect to which the official or employee has complied with the disclosure and recusal requirements of state law, and other limited situations. Relatives of Town employees will be allowed to bid on purchases or contracts with the Town only in those situations where the employee that is related to the bidder has no involvement or decision authority in the process of awarding the bid.

Elected and appointed Town officials and Town employees involved in the procurement process shall comply with all ethics laws governing such process. Town employees shall notify the Town Manager in writing of any actual or perceived conflict of interest. Board members shall disclose the conflict of interest in accordance with state law. Additional information regarding ethics rules for the Town contracting can be provided by the office of the Town Manager.

CHECK APPROVAL

The Town will issue checks bi-weekly. A detail report of all checks written will be presented monthly to the Board.

POLICY REVIEW

The Finance Committee and Finance Director will be responsible for reviewing the Purchasing Policy every two years and will make recommendations for revisions to the policy as deemed appropriate. Adoption and modifications to the policy will require the approval of a simple majority vote by the entire Town Board.

Don Conyac Jr., Mayor

Attest: Missy Carranco, Deputy Town Clerk



MEMORANDUM OF RECOMMENDATION

TO: Board of Trustees

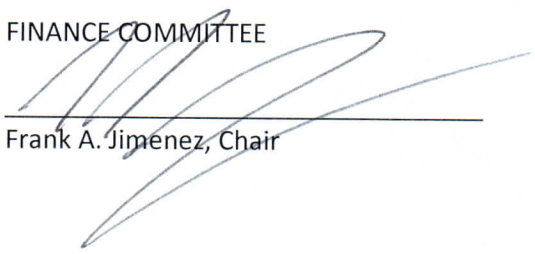
FROM: Finance Committee

DATE: November 20, 2024

RE: Purchasing Policy

The proposed Purchasing Policy has been reviewed by the Finance Committee at the November 20, 2024 meeting. With a vote of 4 for and 0 against, the Finance Committee of the Town of Firestone recommends the approval of the Purchasing Policy.

FINANCE COMMITTEE



Frank A. Jimenez, Chair

ATTEST:



Missy Carranco, Secretary

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.f

Discussion/Action

Meeting Date: December 18, 2024

Initiated By: Raelynn Ferrera

Department: Administration

AGENDA ITEM

Resolution 24-122: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT FOR LEGAL SERVICES BETWEEN THE TOWN OF FIRESTONE AND BROWNSTEIN HYATT FARBER SCHRECK LLP

RECOMMENDATION

Approval of Resolution 24-122

SUMMARY

This resolution will allow Town staff and the Board to work with Brownstein Hyatt Farber Schreck's legal counsel, Carolynne C. White, as the Town moves forward with the formation of a Downtown Development Authority.

FINANCIAL CONSIDERATIONS

Staffing and fees will be billed on a time and material basis, and Carolynne White's time will be billed per her discounted hourly rate

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Organizational Objectives
 - Design and Promote Livable Neighborhoods & Homes

ATTACHMENTS

1. DDA Engagement Letter RESO
2. Engagement Letter to Town of Firestone re DDA Formation

RESOLUTION NO. 24-122

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING AN AGREEMENT FOR LEGAL
SERVICES BETWEEN THE TOWN OF FIRESTONE AND BROWNSTEIN
HYATT FARBER SCHRECK LLP**

WHEREAS, the Town of Firestone (“Town”) is in need of legal services for the formation of a Downtown Development Authority; and

WHEREAS, Carolynne C. White a partner in the firm Brownstein Hyatt Farber Shreck LLP is uniquely qualified to provide the desired legal services, given her expertise in the matter and prior experience in providing services for the Town and her service as counsel for the Town’s Urban Renewal Authority; and

WHEREAS, it is thus in the best interest of the Town to retain Brownstein Hyatt Farber Shreck to provide legal services to assist the Town in the formation of a Downtown Development Authority.

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

The Engagement Agreement including its Standard Terms and Conditions between the Town of Firestone and Brownstein Hyatt Farber Schreck LLP is approved in substantially the same form of the Agreement attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 11th day of December, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr. Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

November 27, 2024

Carolynne C. White

Attorney at Law

303.223.1197 tel

cwhite@bhfs.com

Via email: akrieger@firestoneco.gov

Town of Firestone

A.J. Krieger

9950 Park Avenue

Firestone CO 80504

RE: Engagement Agreement for Legal Services

Dear A.J.:

Thank you for selecting Brownstein Hyatt Farber Schreck, LLP (the “Firm”) to serve as legal counsel to the Town of Firestone (“Firestone” or “you”) in connection with assisting you in the formation of a DDA. We are very pleased and privileged to work with you, and we appreciate the opportunity to represent you. The purpose of this engagement letter (the “Agreement”) and the attached Standard Terms and Conditions which are incorporated into this letter by this reference (the “Terms”) is to outline the nature and scope of the engagement and our respective responsibilities and expectations.

The Client: The Firm will represent Firestone but not its principals, corporate parents or other owners, subsidiaries, or other affiliates.

Scope of Engagement: This Agreement and the Terms apply to the engagement described above as well as future engagements with respect to which you ask and the Firm agrees to represent you, unless we execute a separate agreement for one or more separate engagements. Services rendered to you prior to your signing this Agreement are subject to the provisions of this Agreement and the Terms.

Staffing, Fees, Costs and Billing Arrangements: In the course of our representation, it is anticipated that I will supervise and coordinate most of the work on this matter, with the assistance of any attorneys, land use planners, paralegals, law clerks, legal assistants, and other staff working with me. My discounted hourly rate is \$695 and I can be reached directly at 303.223.1197 and via email at cwhite@bhfs.com. To best serve your interests, we may assign other attorneys affiliated with the Firm to represent you if, in our judgment, that becomes necessary or desirable. We also may assign attorneys who are independent contractors to the Firm and whose hourly billing rate will be passed on to you with a factor for the firm’s overhead and profit.

Our fees are based primarily on the actual amount of time spent by our attorneys and other professionals performing services for you, including attending, conducting or making, as applicable, telephone calls, conferences, court appearances, research and investigations, traveling, and preparing letters, pleadings, briefs, agreements, and other documents. We will bill for our services at our applicable hourly billing rates in effect at the time we render the services, which are available upon request. In the course of providing services to you, it may be necessary for us to incur certain costs. You agree to reimburse us in accordance with the Terms for all reasonable costs that we actually incur and for the Firm's administrative fee. For more information on billing, including third party and other costs for which you will be billed, rate changes and other factors affecting fees and other charges, please refer to the Terms.

Billing Period and Payments: We will bill you on a monthly basis or such other periodic basis as we may determine. Except as otherwise set forth herein, you agree to make payment of all outstanding fees and costs within 30 days of your receipt of a billing statement. We reserve the right to charge interest on overdue amounts at the rate of 1.5% per month, or the maximum interest rate permitted by law, whichever is less, from the date due until paid. You agree to pay such interest on the outstanding balance in addition to the balance of fees and expenses due.

Retainer Deposit: Given your relationship with the Firm, we agree to waive an upfront deposit for this matter, and you agree to pay our bills timely pursuant to the Terms. We reserve the right to require a deposit in the future if we feel that circumstances warrant it, and in such event you agree to post such a deposit.

Conflicts of Interest: We have conducted a search in our conflicts database of your name and the names of your owners, principals and affiliates and all adverse parties and their owners, principals and affiliates that you provided to us, as applicable. Based on the information provided, we have discovered no conflicts. To help us continue to assess conflicts, however, we will depend on you to keep us advised of changes in Firestone's owners, principals, affiliates and potential adverse parties that might affect our analysis of actual or potential conflict of interests.

Complete Agreement: This Agreement and the Terms contain all the terms and provisions of and related to our engagement. This Agreement and the Terms may only be amended in a writing signed by a representative of the Firm and you.

If you agree with the terms and provisions of this Agreement and the Terms, please countersign this letter where indicated below and return it to us at your earliest opportunity. If you have any questions, please feel free to contact me or a member of our team.

Sincerely,

BROWNSTEIN HYATT FARBER SCHRECK, LLP



By:

Carolynne C. White

Acceptance of Agreement and Standard Terms and Conditions:

The undersigned entity represents and warrants that it has the power and authority and that the individual signing on its behalf below has been authorized to enter into and sign this Agreement. The undersigned does hereby engage Brownstein Hyatt Farber Schreck, LLP in accordance with the terms of this Agreement and the attached Standard Terms and Conditions, effective as of the date of this Agreement.

TOWN OF FIRESTONE

By: _____

Name: A.J. Krieger

BROWNSTEIN HYATT FARBER SCHRECK, LLP

STANDARD TERMS AND CONDITIONS

Duties of the Parties: Brownstein Hyatt Farber Schreck, LLP (the “Firm”) agrees to represent you in accordance with the accompanying Engagement Agreement for Legal Services (the “Agreement”) and these Standard Terms and Conditions (the “Terms”). You agree to fully cooperate with us, be open and truthful, provide us with complete information pertaining to the representation, keep us informed of developments, promptly respond to our inquiries and communications, and pay our bills in a timely manner.

Fees: We record time in 6-minute increments unless other arrangements are made, and our billing statements will be based on time recorded in those increments. You agree to pay our fees based on time expended on your behalf, computed on an hourly basis at our then applicable rates for this engagement for the applicable attorneys and staff assigned to the matter. Generally speaking, these hourly rates currently are, with limited exceptions, as follows:

Shareholders:	From \$470 to \$1,575 per hour
Counsel:	From \$435 to \$1,285 per hour
Associates:	From \$380 to \$ 670 per hour
Lit Support Analysts:	From \$210 to \$ 430 per hour
Land Use Planners:	From \$255 to \$ 560 per hour
Paralegals:	From \$170 to \$ 485 per hour
Law Clerks:	From \$260 to \$ 455 per hour
Legal Assistants:	From \$135 to \$ 345 per hour

We change our rates, as well as our other standard charges, from time to time (typically on January 1 of a calendar year), to reflect competitive or market conditions, inflation, changes in attorney seniority or status, changes to our rates generally, changes in the nature or scope of the services performed and other factors. Unless otherwise agreed to in writing, you agree that any new rates or charges apply prospectively to all matters then being handled by the Firm for you. You agree to pay all fees billed at the then-current rates. Individual rate changes will be reflected in the first billing statement that includes the new rates and will be evident from the information you receive with each bill.

Outside Contract Attorneys and Legal Assistants: You agree that we may utilize contract attorneys and legal assistants who are supervised by our attorneys but not employed by the Firm, and who may reside inside or outside of the United States. Contract attorneys typically will be billed at the rates of the attorneys at the firm who provide a comparable, applicable level of service, if not otherwise agreed to in writing.

In-House Costs and External Expenses: In addition to fees incurred for legal work, your statement will include other charges and costs, some of which are summarized below, that you agree to pay.

Charges for long distance telephone calls, in-office copying, ordinary postage, and deliveries made by in-house staff are covered by an administrative fee, currently calculated at 2.5% of fees incurred. This administrative fee is charged in lieu of itemizing those costs.

Other costs which you agree to pay include, but are not limited to: computer-assisted legal research; third party vendor fees (including document copying, transcript production, depositions, e-discovery file processing, and trial preparation materials); messenger and other delivery fees; the cost of licensing and installing special computer applications used to manage your case; secretarial overtime (when required by the urgency of your matter); extraordinary administrative, technical or accounting support; professional mediator, arbitrator, and/or special master fees; other vendor costs; and reasonable expenses for travel, meals and hotel accommodations.

For matters that involve e-Discovery, it may be necessary for the Firm to undertake the tasks of collecting, processing, filtering, hosting, reviewing and/or producing electronic data. A listing of e-Discovery services along with the specific rate at which each service will be billed, which accounts for both the Firm’s direct cost and overhead and related expenses, is available upon request. Charges for services such as hosting may continue to be billed for as long as we continue to maintain e-Discovery data in an active or inactive server environment.

We may select experts, consultants and investigators who in our judgment are necessary to aid in the preparation of your matter. We will inform you of the persons selected and their charges. You authorize us to incur all reasonable costs and to hire such experts, consultants and investigators, and you agree to pay these expenses.

At our discretion, all costs may be included on your statement or billed directly to you. We may also require that you advance to us the estimated amount for such items prior to our incurring them on your behalf. You agree to pay such costs, and we assume no obligation to advance any costs on your behalf or to pay vendors, experts, consultants or other third parties we engage on your behalf.

Estimates Not Binding: It is often impractical to determine in advance the amount of time and effort that will be needed to complete all the necessary work on a matter or the total

amount of fees, charges, and costs that may be incurred. Additionally, if any estimates or budgets are provided, they may need to be adjusted upward or downward in response to changing circumstances. Accordingly, unless otherwise expressly agreed in writing, our estimates and budgets are not intended to be binding, are subject to unforeseen or unanticipated circumstances, and do not limit or “cap” our fees and other charges or costs.

No Guarantees: Comments or expressions of opinion about the potential outcome of your matter or any phase thereof are expressions of opinion only. We cannot guarantee the outcome or make any promises in that regard. Unless otherwise specifically agreed in writing, our fees are not contingent upon the outcome or completion of a matter.

Billing Disputes: You agree to inform us of any dispute you may have with respect to a billing statement within ten (10) days of the statement date. Even if you dispute a portion of a billing statement, you agree to pay the undisputed portion within 30 days of your receipt of the statement. You will be responsible for any costs of collection incurred by the Firm, including reasonable attorneys’ and paralegals’ fees and costs.

Retainer Deposits: You agree to pay advance fee deposits in accordance with the provisions of the Agreement and the Terms. In addition, for matters involving litigation, arbitration, or adjudication of disputes in other tribunals, we reserve the right to request from you an additional deposit before trial or hearing in an amount reflective of the anticipated fees and costs of that proceeding. You agree to timely provide such a deposit. If you do not provide this deposit, we shall have the right to withdraw from this representation, consistent with our obligations under applicable law and the rules of professional conduct, and you agree not to oppose our withdrawal.

Responses to Auditors’ Inquiries: We are frequently asked to provide information to third-party auditing firms regarding legal matters of our clients. We respond to those inquiries with the same level of care that we use to handle our clients’ other legal work, and we will charge for these services at the hourly rates applicable to your engagement. When an auditing firm requests information on your behalf, that request will be deemed to be your consent for us to disclose the requested information to that auditing firm and to bill for those services.

Permission to List the Company as a Client: Occasionally, we may provide lists of representative clients or matters to legal or other publications and may use our clients’ names or a description of their matters in marketing materials. Unless

you instruct otherwise, you agree that such use is acceptable.

Communications and Special Requirements: During the course of our engagement, we may exchange emails and electronic versions of documents with you using commercially available software. Such communications are occasionally victimized by the creation and dissemination of viruses and other destructive electronic programs and hackers who compromise the privacy of electronic communications. Our virus scanning software may also occasionally reject a communication that you send to us, or we may send you a message that is rejected by your system. Although infrequent, these occurrences are to be expected as part of the ordinary course of business. Accordingly, we cannot guarantee that our communications and documents will always be virus-free or immune from invasions of expected privacy. If for these or other reasons you would prefer or require that we not use electronic communications or that we follow special instructions or encrypt emails or other communications, you should promptly advise in writing those working on your matters of such preferences or requirements.

Public Policy Services and Business Conflicts: The Firm provides a wide array of public policy services to many clients around the world. These services include legislative and administrative representation on matters that may affect your interests, directly or indirectly. As a condition of our undertaking to represent you, you hereby waive any objection to any conflict of interest that might be deemed to be created by our representation of other clients in legislative or administrative policy matters that are unrelated to the specific representation we have been asked to undertake on your behalf. Your waiver permits us to represent another client in advocating a change in law or policy areas even if the policy we advocate would or might have a direct or indirect adverse impact upon your interests.

Ownership of Records and Files: You understand and agree that your client file consists of any correspondence, legal memoranda, pleadings, agreements, or other documents that the Firm retains in its electronic document management system, which is duplicated in hard copy. It is our policy to destroy all client files (including all documents and materials therein) no less than ten years following completion of each matter. This file destruction procedure is automatic, and you will not receive further notice prior to the destruction of these files. Accordingly, we advise you to maintain your own files relating to the matters which we are handling. Alternatively, you may request, prior to our scheduled destruction date, that we deliver all or certain

portions of these client files to you rather than destroying them.

Termination: You may terminate our services at any time. If you choose to do so, you agree to give us prompt notice of the termination. Upon such termination, you will remain obligated to pay for all services rendered and costs paid or incurred on your behalf before the termination or which are reasonably necessary thereafter. If we are attorneys of record in any proceeding, you agree to promptly execute and return to us appropriate documents effecting our substitution or withdrawal. We will promptly return to you any remaining balance of your retainer as well as a copy of your client file, as described above.

Except to the extent limited by applicable law or rules of professional conduct, we may also withdraw from this representation at any time. We may withdraw, by way of example, if:

- You fail to fulfill an obligation to the Firm or to honor the terms of the Agreement or these Terms, such as by failing to pay our statements or to post deposits in a timely manner;
- You make it unreasonably difficult to represent you;
- Our continued representation of you will result in an unreasonable financial burden on the Firm; or
- Facts or circumstances arise that, in our view, render our continuing representation unlawful or unethical.

If we elect to withdraw, you agree to take all steps reasonably necessary to free us of any obligation to perform further services. Notwithstanding such withdrawal, you will remain obligated to pay us for all services provided and to reimburse us for all costs paid or incurred on your behalf before the termination or which are reasonably necessary thereafter.

Our representation of you will be considered terminated at the earliest of your termination of our representation, our withdrawal from our representation of you, or the substantial completion of our work for you (as may be evidenced by a final bill, by a substantial period of inactivity, or otherwise).

Disputes: All disputes arising out of or relating to the Agreement and these Terms shall be resolved in a binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitration will take place in, and be administered in

accordance with the laws of, the state in which the legal services provided by the Firm were primarily performed. The arbitrator shall award the substantially prevailing party its reasonable attorney fees and costs, and judgment on the award may be entered by a court of competent jurisdiction.

Interpretation and Effective Date: The Agreement and these Terms supersede all other prior and contemporaneous written and oral agreements and understanding between us, including any outside counsel guidelines or service level agreements, or the like, that you adopt, unless such outside counsel guidelines or service level agreements have been provided to us prior to the date of the Agreement or unless the Agreement and these Terms have been made expressly subject thereto. You acknowledge that no promises have been made to you by us other than those in the Agreement and these Terms. In the event that these Terms conflict with the Agreement, the Agreement will govern. If any provision of these Terms or the Agreement is found unenforceable, the remaining provisions will remain in effect. If the Agreement does not take effect for any reason, you will still be required to pay us the reasonable value of any services we performed for you and all costs actually and reasonably incurred on your behalf.

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.g

Discussion/Action

Meeting Date: December 18, 2024

Initiated By:

Department: Administration

AGENDA ITEM

Resolution 24-123: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND POLICY CONFLUENCE INC

RECOMMENDATION

Staff recommends approval of the resolution to execute an agreement with Polco.

SUMMARY

The proposed agreement with Policy Confluence, Inc. (Polco) will extend the Town's digital access to Polco's online survey and budget simulation tools through December 31, 2026, and also includes one iteration of the National Community Survey (NCS), to be conducted by Polco in 2025.

The NCS base package includes a 3,000 household sample size and Spanish translation of the survey instrument and mailing materials.

Optional NCS add-ons include:

- Custom questions
- Custom benchmark comparison of results
- In-person presentation of results
- Expansion of the household sample size.

FINANCIAL CONSIDERATIONS

The agreement includes a not to exceed amount of \$41,300 over two years. Sufficient funds were budgeted in the 2025 General Fund budget.

HISTORY AND PREVIOUS BOARD ACTION

Polco conducted the Town's first NCS in 2023. The 2023 Polco agreement was approved by the Board via Resolution 23-40 on April 12, 2023.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Encourage Community Governance with Civic Partnerships

ATTACHMENTS

1. Res 24-123 Polco Community Survey Services
2. Polco Community Survey Services_20241118_Polco Signed

RESOLUTION NO. 24-123

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING A SERVICES AGREEMENT
BETWEEN THE TOWN OF FIRESTONE AND POLICY CONFLUENCE
INC**

WHEREAS, Policy Confluence Inc. (“Polco”) is an online community engagement platform which provides tools such as annual surveys, polls, real-time feedback, strategic planning and performance measures with the goals of promoting transparency, empowerment and inclusivity within a community in a form that protects participants privacy; and

WHEREAS, the Town desires to contract with Polco for certain subscription services which includes modules such as Engage and Assess, which include an online survey platform and one iteration of the national community survey with Spanish translation, and optional features include benchmark comparisons and in-person presentation of results; and

WHEREAS the Board of Trustees finds that Polco’s services will be of benefit to both the Town and its citizens.

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

The Services Agreement between the Town of Firestone and Policy Confluence Inc. is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this ___ day of _____, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this 1st day of January, 2025 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and **POLICY CONFLUENCE, INC. (POLCO)**, a Delaware corporation ("Consultant") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services and

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

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

I. SCOPE OF SERVICES

- A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as **Community Survey Services**.
- B. A change in the Scope of Services shall not be effective unless authorized as a modification to this Agreement. If the Consultant proceeds without such written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

- A. This Agreement shall commence on the Effective Date and shall have an initial term of two years from the effective date.
- B. Either Party may serve the other with notice of a desire to amend, supplement or renegotiate specific section(s) of this agreement, in whole or in part. Such notice shall be provided in writing by either Party to the other not less than one hundred and twenty (120) calendar days prior to the commencement date of this Agreement.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant an amount not to exceed **\$41,300.00**. This amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such

fees, costs, and expenses. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

- A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the preference for Colorado Labor set forth in C.R.S. Article 17 Title 8.
- B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- C. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ Sub-Consultants to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

- A. Permanent access of any results, reports, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Consultant shall be granted to the Town. All data collected or generated by the Consultant shall be owned exclusively by the Consultant. The Consultant reserves the right to use the data for any purpose, including but not limited to improving the software platform, conducting research, and developing new products and services. The Consultant may disclose the data to third parties, provided that such disclosure is done in accordance with applicable laws and regulations, and is necessary to provide services to the customer. Upon termination of this agreement, the Consultant shall retain ownership of the data. The Town may, with respect to all or any portion of such work, use, publish, display, , distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Consultant.
- B. If the Town reuses or makes any modification to Consultant's designs, documents or work product without the prior written authorization of Consultant, the Town agrees, to the fullest extent permitted by law, to release the Consultant, its officers, directors, employees and sub-Consultant s from all claims and causes of action arising from such uses, and shall to the extent permitted by law indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Town's modification or reuse of the documents.
- C. The Town expressly acknowledges and agrees that the documents and data to be provided by Consultant under the Agreement may contain certain design details, features and concepts from the Consultant's own practice detail library, which collectively may form portions of the design for the Project, but which separately, are, and shall remain, the sole and exclusive property of Consultant. Nothing herein shall be construed as a limitation on the Consultant 's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

VI. INDEPENDENTCONSULTANT

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

VII. INSURANCE

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

VIII. INDEMNIFICATION

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

claim of any employee of Consultant or of any employee of any Sub-Consultant of Consultant. Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Consultant, any Sub-Consultant of Consultant, or any officer, employee, representative, or agent of Consultant or of any Sub-Consultant of Consultant.

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

IX. CHANGE ORDERS

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

X. MISCELLANEOUS

- A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.
- B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.
- C. Integration. This Agreement constitutes the entire Agreement between the Parties, superseding all prior oral or written communications.
- D. Third Parties. There are no intended third-party beneficiaries to this Agreement.
- E. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when personally presented or sent pre-paid, firstclass United States Mail to the Party at the address set forth on the first page of this Agreement.
- F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- G. Modification. This Agreement may only be modified upon written Agreement of the Parties.
- H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.
- I. Governmental Immunity. The Town and its officers, and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any

other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

- J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.
- K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.
- L. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

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

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

POLICY CONFLUENCE, INC. (POLCO)

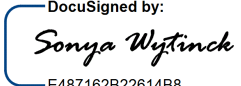
By:  Nov-19-2024
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Sonya Wytinck, COO

EXHIBIT A SCOPE OF SERVICES

This scope covers the continuation of the Town of Firestone Polco subscription from January 1, 2025 to December 31, 2026 (2-Year Term).

Base Package:

Polco Engage Module (All) + Assess Module – The National Community Survey (NCS). \$18,500/2-Years

- Engage Module – unlimited surveys, polls, and live events for resident input and measuring resident satisfaction on a variety of livability topics.
- Assess Module – single assessment iteration The National Community Survey (The NCS). 3,000 household sample size. Spanish translation included.

Deliverables:

- National Community Survey Report of Results

Balancing Act Simulation & Taxpayer Receipt - \$4,000/Year for 2-Years

Alternate Add-Ons:

Half Page of Custom Questions - \$2,800/2-Years

Custom Benchmark Comparisons - \$1,500/2-Years

In-Person Presentation of Results (Local) - \$4,500/2-Years

Expanded Outreach - 2k Additional Households in Sample - \$6,000/2-Years

Total - \$41,300 for 2-Year Term

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.h

Discussion/Action

Meeting Date: December 18, 2024

Initiated By: Julie Pasillas

Department: Water & Community Resources

AGENDA ITEM

Resolution 24-125: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND LRE WATER, INC.

RECOMMENDATION

Staff recommends approval of Resolution 24-125, authorizing the execution of a Professional Services Agreement with LRE Water, Inc. for water resource engineering and authorizing staff to expend funds.

SUMMARY

This Agreement continues LRE Water, Inc.'s (LRE) representation of the Town in 2025 for water resource engineering services. LRE has served the Town as a Program Manager for water resources matters since 2017, reporting to Julie Pasillas, Director of Water and Community Resources.

The Agreement covers general representation and ten specific tasks, as Exhibit A describes. All the tasks included in Exhibit A will be completed in 2025.

FINANCIAL CONSIDERATIONS

This Agreement is for \$686,098.00.00, including \$185,000.00 for Program Management and \$501,098.00 for 10 tasks that will be paid for by the Water Fund and are included in the 2025 budget.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved Agreements on June 14, 2017; December 18, 2017; December 12, 2018; December 11, 2019; December 9, 2020; December 8, 2021; January 11, 2023; and December 13, 2023, to retain LRE to serve the Town in a Water Resources Program Management role. From February 2017 through May 2017, LRE worked under an Agreement signed by the Town Manager.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Maintain Town Infrastructure & Facilities
 - Organizational Objectives

ATTACHMENTS

1. Res 24-125 LRE Water Agmt
2. Professional Services Contract LRE Water 2025 LRE

RESOLUTION NO. 24-125

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE TOWN OF FIRESTONE AND LRE WATER, INC.**

WHEREAS, LRE Water, Inc., (“LRE”), provides water engineering consulting services for the Town of Firestone (“Town”) which includes, developing strategies and tactics to manage and direct projects and initiatives related to; water rights and water supply, water delivery, reuse of water and the review and update as necessary strategies for the delivery of water to the Town from multiple sources, and advise and consult the Town regarding intergovernmental agreements; and

WHEREAS, LRE is also involved in the update of the Town’s Water Action Plan and provides services to the Town’s Water Counsel for pending water court matters; and

WHEREAS, WRE has performed such services for the Town since 2017 and given their skill, experience and expertise it is in the best interest of the Town to continue its relationship with LRE.

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

The Agreement for Professional Services between the Town of Firestone and LRE Water, Inc., is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to sign the Agreement.

INTRODUCED, READ AND ADOPTED this 11th day of December, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this **3rd** day of **December, 2024** (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and **LRE Water**, an independent Contractor with a principal place of business at 1221 Auraria Parkway, Denver, Colorado 80204 (the "Contractor"), each (a "Party") and collectively (the "Parties").

WHEREAS, the Town requires professional services and

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

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

I. SCOPE OF SERVICES

- A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as **Water Engineering Consulting Services**
- B. A change in the Scope of Services shall not be effective unless authorized as a modification to this Agreement. If the 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 meruit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

- A. This Agreement shall commence on the Effective Date and shall 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 the Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed **\$ 686,098.00**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such

fees, costs, and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

- A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the preference for Colorado Labor set forth in C.R.S. Article 17 Title 8.
- B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ Sub-Contractor s to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

- A. Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.
- B. If the Town reuses or makes any modification to Contractor's designs, documents or work product without the prior written authorization of Contractor, the Town agrees, to the fullest extent permitted by law, to release the Contractor, its officers, directors, employees and sub-Contractor s from all claims and causes of action arising from such uses, and shall to the extent permitted by law indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Town's modification or reuse of the documents.
- C. The Town expressly acknowledges and agrees that the documents and data to be provided by Contractor under the Agreement may contain certain design details, features and concepts from the Contractor's own practice detail library, which collectively may form portions of the design for the Project, but which separately, are, and shall remain, the sole and exclusive property of Contractor. Nothing herein shall be construed as a limitation on the Contractor's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent Contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall

be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

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

VIII. INDEMNIFICATION

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

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

IX. CHANGE ORDERS

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

X. MISCELLANEOUS

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

-
- J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.
 - K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.
 - L. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

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

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

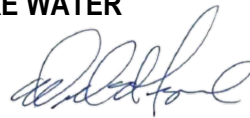
Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

LRE WATER

By:



William Fronczak, P.E., Esq.
Director, Risk Management

**EXHIBIT A
SCOPE OF SERVICES**

Water Engineering Consulting Services

Task No.	Task Description	Task Description
	General Services & Program Mgmt.	Collaboration with Firestone staff and members of the consultant water team to develop strategies and tactics and to manage and direct projects and initiatives related to water rights, water supply, water delivery and other water projects. Work with other parties and agencies as needed and directed. Create and evaluate water supply and management initiatives. Review and update as necessary strategies for delivery of C-BT, Windy Gap, NISP, & native water sources to Firestone. Develop strategies for reuse of supplies. Advise and consult on updates and amendments to intergovernmental agreements as needed. Update underlying data and assumptions to the 2020 Water Action Plan. A comprehensive reevaluation of the Water Action Plan is presently under consideration and pending development. If directed, such a reevaluation would merit a detailed scope of work and a separate subtask from this General Services and Program Mgmt. subtask.
1	Case No. 23CW3009 (Firestone Reservoir No. 3) Support	Continued settlement negotiations, preparation of a 26(a)(2) disclosure, does NOT include trial preparation - trial unlikely.
2	Water Court Opposition Support	Continued settlement negotiations and comment responses in other applicant cases. Dependent upon level of involvement and applications that are published.
3	Water Quality Sampling and Analysis	Continued execution of modified (reduced analyte number and sampling frequency) Water Quality Sampling and Analysis Plan including summary data analysis and archive of lab results for compliance and reporting
4	Water Rights Accounting and Administration	Daily operation and maintenance of Firestone's water accounting, communication with Town engineers regarding operations.
5	Lower Boulder & Rural Ditch Water Right Support	Case No. 24CW3062 preliminary engineering, response to opposer comments, settlement negotiations, 26a2 disclosure, 2025 SWSP, as well as acquisition support

Task No.	Task Description	Task Description
6	New Coal Ridge Ditch Water Right Support	Water court application support (Case No. TBD), preliminary engineering, response to opposer comments, settlement negotiations, 2025 SWSP, as well as acquisition support. Will be some refinement of ditch-wide in 2025 based on state input.
7	Last Chance Ditch Water Right Support	Water court application support (Case No. TBD), preliminary engineering, 2025 SWSP, as well as acquisition support. Assumed some input from LCD in 2025 on ditch-wide analysis.
8	Godding Ditch Water Right Support	Water court application support (Case No. TBD), preliminary engineering, 2025 SWSP, as well as acquisition support
9	Tier 2 Ditches Water Right Support	Support to LC Water Law and WestWater in the identification and development of native supplies beyond those identified above.
10	Water Action Plan Update	Comprehensive update and extension of the 2020 Water Action Plan through 2060.

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.i

Discussion/Action

Meeting Date: December 18, 2024

Initiated By: Julie Pasillas

Department: Water & Community Resources

AGENDA ITEM

Resolution 24-126: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WESTWATER RESEARCH LLC.

RECOMMENDATION

Staff recommends approval of Resolution 24-126, authorizing the execution of a Professional Services Agreement with WestWater Research, LLC. for water resource planning and support and staff to expend funds.

SUMMARY

This Agreement continues WestWater Research, LLC's (WWR) representation of the Town through 2025 and expands the services provided to include strategic planning and Water Action Plan ("WAP") implementation support. WWR has served the Town as a water rights acquisition consultant for water resources transactions since 2020, reporting to Julie Pasillas, Director of Water and Community Resources.

The Agreement covers three specific tasks, as described in Exhibit A. All the tasks included in Exhibit A of the Agreement will be completed in 2025.

FINANCIAL CONSIDERATIONS

This Agreement is for \$163,810.00 for three tasks that will be paid for by the Water Fund and are included in the 2025 budget.

HISTORY AND PREVIOUS BOARD ACTION

At the Board of Trustees 2024 Retreat, the Board focused on its Strategic Goals and set tasks and timelines to meet them in 2025-2026. Updating the 2020-2025 Water Action Plan was one of the tasks set for the 2025-2026 Work Plan.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Maintain Town Infrastructure & Facilities
 - Organizational Objectives

ATTACHMENTS

1. Res 24-126 WestWater Research Agmt
2. 2025 Professional Services Contract-WestWater Research

RESOLUTION NO. 24-126

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE TOWN OF FIRESTONE AND WESTWATER RESEARCH, LLC.**

WHEREAS, the Town of Firestone (“Town”) needs to update its Water Action Plan which requires professional services for duties which include, the determination of the Town’s water demand projections, water supply options and supply risks, future facility needs and costs, financing and implementation of such activities, regular monitoring of available water, and strategic planning with staff, consultants and other entities regarding the Water Action Plan; and

WHEREAS, WestWater Research, LLC (“WWR”), has served as the Town’s water rights acquisition consultant since 2020 and has the skills, experience and personnel to update the Water Action Plan and the additional advantage of a strong working relationship with the Town’s staff, water counsel, water consultant and civil engineering firm; and

WHEREAS, it is thus in the Town’s best interest to have WWR update the Town’s Water Action Plan.

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

The Professional Services Agreement between the Town of Firestone and WestWater Research, LLC, is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to sign the Agreement.

INTRODUCED, READ AND ADOPTED this 11th day of December, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this 11/27/2024 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and **WESTWATER RESEARCH, LLC**, an independent Contractor with a principal place of business at 205 S Meldrum Street, Fort Collins, Colorado 80521 ("Contractor ") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services and

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

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

I. SCOPE OF SERVICES

- A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as **Water Action Plan Update and Strategic Support**
- B. A change in the Scope of Services shall not be effective unless authorized as a modification to this Agreement. If the Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

- A. This Agreement shall commence on the Effective Date and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town or until terminated as provided herein.
- B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay the Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed **\$163,810.00**. This amount shall include all fees, costs and expenses incurred by Contractor , and no additional amounts shall be paid by the Town for such

fees, costs, and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

- A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the preference for Colorado Labor set forth in C.R.S. Article 17 Title 8.
- B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ Sub-Contractor s to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

- A. Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.
- B. If the Town reuses or makes any modification to Contractor 's designs, documents or work product without the prior written authorization of Contractor , the Town agrees, to the fullest extent permitted by law, to release the Contractor , its officers, directors, employees and sub-Contractor s from all claims and causes of action arising from such uses, and shall to the extent permitted by law indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Town's modification or reuse of the documents.
- C. The Town expressly acknowledges and agrees that the documents and data to be provided by Contractor under the Agreement may contain certain design details, features and concepts from the Contractor 's own practice detail library, which collectively may form portions of the design for the Project, but which separately, are, and shall remain, the sole and exclusive property of Contractor . Nothing herein shall be construed as a limitation on the Contractor 's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

VIII. INDEMNIFICATION

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

any employee of Contractor or of any employee of any Sub-Contractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any Sub-Contractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any Sub-Contractor of Contractor.

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

IX. **CHANGE ORDERS**

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

X. **MISCELLANEOUS**

- A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.
- B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.
- C. Integration. This Agreement constitutes the entire Agreement between the Parties, superseding all prior oral or written communications.
- D. Third Parties. There are no intended third-party beneficiaries to this Agreement.
- E. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when personally presented or sent pre-paid, firstclass United States Mail to the Party at the address set forth on the first page of this Agreement.
- F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- G. Modification. This Agreement may only be modified upon written Agreement of the Parties.
- H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.
- I. Governmental Immunity. The Town and its officers, and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any

- other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.
- J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.
- K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.
- L. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

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

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

WESTWATER RESEARCH, LLC

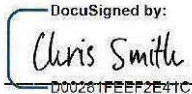
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EXHIBIT A SCOPE OF SERVICES

Contractor 's Duties

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

Contractor will provide strategic planning and Water Action Plan ("WAP" or "Plan") implementation support, including an update to the WAP, monthly accounting of pending raw water dedication and credit sales, and strategic support on internal and regional water supply initiatives as directed by the Town. Specific tasks are provided below.

Task 1: Update Water Action Plan

Having made progress in developing a native supply source since the WAP's adoption, Town staff has requested an update to the Plan. The update will incorporate revisions to the Town's growth and demand projections, water supply sources, dedication policies, water acquisition priorities, infrastructure needs, financing, and treatment goals.

The update will be conducted in close collaboration with Town staff, the Town's water counsel (Lawrence Custer Grasmick Jones & Donovan LLP), and the Town's water consultant (LRE Water) and civil consultant (Colorado Civil Group).

Task 1.1: Water Demand Projections

WestWater will compile annual and seasonal water usage data over the past five years and incorporate current population, land use planning, and customer class projections to update the Town's water demand projections to be served by the St. Vrain Water Treatment Plant. WestWater will follow the land use-based methodology from the WAP to extend demand projections to 2035 and 2055 planning horizons.

In addition to following previous WAP methodology, WestWater will perform a simple and rapid assessment of statistically significant determinants of demand to forecast future water usage at the above planning horizons under various climatic and development conditions. The sensitivity analysis will provide indication of the risk that demands will be significantly higher or lower than prior projections and will include, at a minimum:

1. Evaluation of elasticity of demand to water rates (price), climate, lot and home footprint. Other demand determinants will be evaluated as budget allows and in consultation with Town staff.
2. Two (high and low) scenarios of future development, fee, and climate conditions (and other factors to be determined) that will represent a range of potential futures.
3. Demands for these scenarios, predicted using a simple multi-variant regression model inputting the statistically significant determinants from above on a monthly timestep. The model will be calibrated to historic demand data and results compared to the WAP.

The demand forecast will then be evaluated in light of changes to the Town's water conservation goals and customer response. The Town may elect to use the model to forecast future demands under various future scenarios.

Task 1.2: Water Supply Projections

WestWater will update and project the Town's water supply sources and evaluate risks to those sources.

Task 1.2.1: Update Current Supplies

WestWater will update the Town's current water portfolio with recent native water and storage purchases and revised Colorado-Big Thompson ("CBT") dedication to the Central Weld County Water District ("CWCWD").

Task 1.2.2: Future Water Supply Options

WestWater will update the Town's planned future water portfolio including:

1. Projections of future native supply source acquisition
2. Projections of future developer dedication of CBT and native supply
3. Participation level in the Northern Integrated Supply Project ("NISP")
4. Gravel pit storage
5. Wholly consumable return flows
6. Leased sources
7. Other potential future sources of water to be determined.

Working closely with LRE Water, WestWater will model the supplies and demands under both average and firm conditions and compare available supply with the demands calculated above for each planning horizon. It is anticipated that LRE Water will support supply modeling or, at a minimum, provide base modeling prepared for the Town's Water Court cases.

WestWater will conduct an inventory of available native water supplies that are reasonably acquirable from Tier 1 ditches. Tier 1 ditches are those identified in the WAP for acquisition and include the Godding, Last Chance, Rural, Lower Boulder, and New Coal Ridge Ditch Companies. An inventory and analysis of additional ditch companies on the lower St. Vrain Creek, middle South Platte River, or lower Boulder Creek will follow. Additionally, WestWater will evaluate the Town's water acquisition needs both with and without NISP.

Task 1.2.3: Water Supply Risks

In addition to assessing current and projected future water supplies, WestWater, working with Town staff, attorneys, and LRE, will evaluate supply risks such as climate change induced droughts, changes to runoff timing and river administration, and Colorado River curtailments. The risk assessment will provide a qualitative assessment of risks generally and will quantitate risks where significant to the Town's supply portfolio.

Task 1.3: Future Facilities

WestWater will support Colorado Civil Group ("CCG") to update plans for the Town's current and future raw water facilities and water treatment system. The timeline for upsizing treatment and augmentation facilities will be evaluated including for the potential wholesale treatment for regional municipal buyers.

This Plan is not envisioned to significantly alter the current planned phasing of the St. Vrain Water Treatment Plant. If the supply and demand analyses above are found to result in a needed change to the current treatment plant design or phasing schedule, WestWater recommends the Town engage CCG to scope a comprehensive infrastructure plan. The Plan will, however, provide focus to new infrastructure not anticipated in the 2020 WAP.

Task 1.4 Development Costs

WestWater will update costs presented in the 2020 WAP to reflect new water right acquisition and augmentation and treatment infrastructure costs. WestWater will project future acquisition costs using market data and historic price appreciation. It is assumed that CCG will provide updated infrastructure costs.

Task 1.5 Financing Plan

WestWater will update the financing plan presented in the 2020 WAP to reflect the Town's current financial condition (reserves, bond schedules, revenue forecasts, debt coverage ratios). For this task, WestWater will review current financial statements and fee models for the water enterprise. Projections of future credit sales will be incorporated to project bonding schedules and fees. If desired by the Town, WestWater will recommend alternative raw water fee structures. As part of this analysis, WestWater will evaluate financing with and without NISP.

Task 1.6 Implementation Plan

Incorporating the results of the tasks above, WestWater will prepare a simplified plan for implementing the WAP updates. The implementation plan will provide the key outcomes by planning horizon and infrastructure and financing needs.

Task 1.7 Meetings and Project Coordination

WestWater will facilitate development of the WAP and coordination of consultants. WestWater anticipates holding eight in-person meetings with the Town and consultants:

- A kickoff meeting to refine and confirm scope and collect background data
- Five reoccurring status meetings
- A final meeting with Town staff to present findings
- A meeting with the Town's Board of Trustees to present the WAP update.

In addition, project calls are anticipated to occur bi-weekly throughout the project.

Task 2: Water Credit Accounting and Projections

WestWater will maintain for the Town an accounting of available water supplies available to development, planned and pending tap sales, raw water dedications, and projections of near-term water acquisitions. WestWater will review the results with the Town and Water Team no less than monthly.

Task 3: Strategic Support for Water Action Plan Implementation

WestWater will support implementation of the WAP through the following tasks:

1. Technical and financial analyses of potential water supply sources and strategic partnerships, including NISP.
2. Engagement with senior Town staff, Board of Trustees, developers, and community members on water related initiatives, as directed by the Town.
3. Advisement of and participation (with the Town) in engaging regional partners
4. Provision of regular water market intelligence
5. On-call, as directed technical and economic consulting of water resource matters

Contractor 's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town: Deliverables include the WAP update (Task 1), water credit accounting platform (Task 2), and technical reports and letters as directed (Task 3).

Contractor's Budget

For the scope of services described above, the Contractor's proposed budget for each task will be billed on time and materials basis using WestWater's 2024 hourly billing rates listed below.

- The proposed not-to-exceed budget to complete the Water Action Plan Update in Task 1 is **\$93,810** as detailed in Table 1 below. *This budget will be refined as project tasks are delegated among consultants.*
- The proposed not-to-exceed budget for maintenance of the Town's water credit accounting and projections in Task 2 is **\$10,000** per year, billed on a time and material basis.
- Services under Task 3 (Strategic Support) will be directed by the Town. WestWater will bill Task 3 services on a time and material basis and estimates an annual amount of **\$60,000**.

2024 Professional Rates & Services	
Personnel	Hourly Rate
Chief Executive Officer	\$600
Regional Directors, Principals, Chief Operating Officer	\$350 - \$475
Senior Associates	\$225 - \$325
Associates & Subject Area Directors	\$175 - \$250
Analysts, GIS Analysts, & Data Management	\$125 - \$175
Administrative and Support Staff	\$120
<i>Expert witness rates are billed at \$500 per hour for deposition and trial days with a minimum of 8 hours per day billing.</i>	
<i>Rates increase 5-10% annually, effective on the first day of each calendar year.</i>	

2024 Project Related Expenses	
Expense	Description
Airfare	Actual expense based on an economy class ticket for the most direct route and economical carrier based on availability with five (5) day minimum advance purchase.
Hotels	Actual rates based on the standard single room.
Rental Car	Actual rates based on a standard, midsize car.
Mileage	Sixty-seven cents (\$0.67) per mile.
Data	Actual cost plus a 15% administrative fee.
Reproduction	Actual costs.
Other Expenses	Other standard and customary expenses such as business-related phone calls, postage and delivery charges, or incidentals will be fully reimbursed at cost.
Subcontractor Fee	Administrative management fee of 15% on subcontractor work managed by WestWater.

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.j

Discussion/Action

Meeting Date: December 18, 2024

Initiated By: Julie Pasillas

Department: Water & Community Resources

AGENDA ITEM

Resolution 24-127: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS TOWN OF FIRESTONE WATER ACTIVITY ENTERPRISE APPROVING THE FILING OF A WATER COURT APPLICATION FOR CONDITIONAL GROUNDWATER RIGHTS OF ALLUVIAL WELL FIELDS

RECOMMENDATION

Staff recommends that the Board approve Resolution 24-127, a resolution directing Counsel and Staff to file an application in Water Court

SUMMARY

The proposed resolution directs Water Counsel and Town Staff to file a water court application in Division One Water Court for the appropriation of the alluvial well fields potentially located at Mountain Shadows Park Well Field, Alluvial Well Field No. 2, Firestone Trail Well Field, Barefoot Lakes Well Field, Vogl-Stinar Well Field and Acord Well Field.

FINANCIAL CONSIDERATIONS

The Water Fund will fund the associated costs.

HISTORY AND PREVIOUS BOARD ACTION

The Board approved Resolution 20-39, approving the 2020-2050 Water Action Plan. The plan anticipated the need for more than one additional alluvial wellfield to supply the SVWA treatment plant.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Organizational Objectives

ATTACHMENTS

1. Resolution 24-127 ALLUVIAL WELL FIELDS
2. Application for Conditional Alluvial Wells

RESOLUTION NO. 24-127

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS TOWN OF FIRESTONE WATER ACTIVITY ENTERPRISE APPROVING THE FILING OF A WATER COURT APPLICATION FOR CONDITIONAL GROUNDWATER RIGHTS OF ALLUVIAL WELL FIELDS.

WHEREAS, Firestone would benefit from acquiring groundwater rights through multiple well fields for municipal uses related to the growth of Firestone's population;

WHEREAS, the Board of Trustees finds it in the best interest of Town of Firestone and its citizens to appropriate groundwater rights for the Mountain Shadows Park Well Field, Alluvial Well Field No. 2, Firestone Trail Well Field, Barefoot Lakes Well Field, Vogl-Stinar Well Field and Acord Well Field and seek a decree confirming the groundwater rights by filing an application with the Division One Water Court in substantially the same form as shown on the Application attached hereto and incorporated herein; and

WHEREAS, prosecution of the aforementioned Application is consistent with the powers and authority of the Town of Firestone and the furtherance of the public interest.

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

1. The above Recitals and Findings of the Board of Trustees are hereby incorporated into this Resolution.
2. The Board of Trustees authorizes the filing of a Division One Water Court Application for the appropriation of the alluvial well fields in substantially the same form as the copy attached hereto and made part of this Resolution.
3. The Town Manger and other officers, employees and agents of the Town are further authorized to do all things necessary and desirable on behalf of the Town to file the application and prosecute the same to completion.
4. All actions taken by the Town Manager, employees and agents of the Town in furtherance of the objectives set forth herein prior to the date of this resolution are hereby ratified and endorsed by the Board.

PASSED AND ADOPTED this 11th day of December, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATEST:

APPROVED AS TO FORM:

Missy Carranco, Deputy Town Clerk

William P. Hayashi, Town Attorney

DISTRICT COURT, WATER DIVISION 1, WELD COUNTY, COLORADO 901 9 th Ave. P. O. Box 2038 Greeley, CO 80632	▲ COURT USE ONLY ▲
CONCERNING THE APPLICATION FOR WATER RIGHTS OF: TOWN OF FIRESTONE IN BOULDER and WELD COUNTIES.	
Wesley S. Knoll, #48747 Jacklyn P. Gunn, #59386 Lawrence Jones Custer Grasmick LLP 5245 Ronald Reagan Blvd., Suite 1 Johnstown, CO 80534 Telephone: (970) 622-8181 E-mail: wes@lcwaterlaw.com ; jacklyn@lcwaterlaw.com	Case No. 24CW ____ Div.: 1 Courtroom: 1
APPLICATION FOR APPROPRIATION OF CONDITIONAL GROUNDWATER RIGHTS	

1. Name, mailing address and telephone number of Applicant: The Town of Firestone, P.O Box 100, Firestone, CO 80520, 303-833-3291.

CONDITIONAL GROUNDWATER RIGHTS

2. Firestone Trail Well Field

- 2.1. Well Permit Nos. Well permits for the Firestone Trail Well Field wells will be obtained prior to the drilling of any wells.
- 2.2. Legal Description of Location of Well Field. The Firestone Trail Well Field will be located in the NW ¼ of the NW ¼ of Section 5, Township 2 North, Range 67 West of the 6th P.M., Weld County, Colorado being more particularly described as Parcel No. 16, of the Quit Claim Deed recorded at Reception No. 2538622 on March 19, 1997, at the office of the Weld County Clerk and Recorder.
- 2.3. Source. Alluvial groundwater tributary to St. Vrain Creek.
- 2.4. Appropriation Date. December 17, 2019.
- 2.5. Amount. A combined diversion of 375 g.p.m.

2.6. Proposed Uses: All municipal uses including direct flow, recharge and storage with the right to make successive use of the water to extinction, or disposition for all beneficial uses of the municipal water system of Firestone as it currently exists or exists in the future, including, but not limited to, municipal, domestic, irrigation, commercial, industrial, recreation, fish and wildlife, augmentation, replacement, exchange and storage for these purposes.

2.6.1. Storage shall be in the reservoirs described in this Application and any amounts diverted and stored therein shall count against the fill of those storage rights.

2.7. Augmented Use. The well structures in this application may be used for out of priority diversions which will be augmented pursuant to the augmentation plan decreed in Case No. 19CW3236 or such other augmentation plan as applicant may later be decreed.

3. Mountain Shadows Park Well Field

3.1. Well Permit Nos. Well permits will be obtained prior to drilling any wells in the Mountain Shadows Park Well Field.

3.2. Legal Description of Well Field. In the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 1, T2N, R68W of the 6th PM, Weld County, Colorado, being more particularly described as Tract A of Mountain Shadows Subdivision Filing No. 1, as shown on the plat recorded at Reception No. 3037982 on March 3, 2003, at the office of the Weld County Clerk and Recorder..

3.3. Source. Alluvial groundwater tributary to St. Vrain Creek.

3.4. Appropriation Date. December 11, 2024.

3.5. Amount. A combined diversion of 675 g.p.m.

3.6. Proposed Uses. All municipal uses including direct flow, recharge and storage with the right to make successive use of the water to extinction, or disposition for all beneficial uses of the municipal water system of Firestone as it currently exists or exists in the future, including, but not limited to, municipal, domestic, irrigation, commercial, industrial, recreation, fish and wildlife, augmentation, replacement, exchange and storage for these purposes.

3.6.1. Storage shall be in the reservoirs described in this Application and any amounts diverted and stored therein shall count against the fill of those storage rights.

3.7. Augmented Use. The well structures in this application may be used for out of priority diversions which will be augmented pursuant to the augmentation plan decreed in Case No. 19CW3236 or such other augmentation plan as applicant may later be decreed.

4. Alluvial Well Field No. 2

4.1. Well Permit Nos. Well permits will be obtained prior to drilling any wells in the Alluvial Well Field No. 2.

4.2. Legal Description of Well. In the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 31, T3N, R67W of the 6th PM, Weld County Colorado, being more particularly described as all of the parcel described in the Warranty Deed recorded at Reception No. 2708219, at the office of the Weld County Clerk and Recorder, together with that portion of Parcel B of Subdivision Exemption SE-286 recorded at Reception No. 2081800 at the office of the Weld County Clerk and Recorder being in the said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 31, T3N, R67W.

4.3. Source. Alluvial groundwater tributary to the St. Vrain Creek.

4.4. Appropriation Date. December 17, 2019.

4.5. Amount. A combined diversion of 3,360 g.p.m.

4.6. Proposed Uses. All municipal uses including direct flow, recharge and storage with the right to make successive use of the water to extinction, or disposition for all beneficial uses of the municipal water system of Firestone as it currently exists or exists in the future, including, but not limited to, municipal, domestic, irrigation, commercial, industrial, recreation, fish and wildlife, augmentation, replacement, exchange and storage for these purposes.

4.6.1. Storage shall be in the reservoirs described in this Application and any amounts diverted and stored therein shall count against the fill of those storage rights.

4.7. Augmented Use. The well structures in this application may be used for out of priority diversions which will be augmented pursuant to the augmentation plan decreed in Case No. 19CW3236 or such other augmentation plan as applicant may later be decreed.

4.8. Names and addresses of owners, if other than Applicant, of land on which structures are located:

St Vrain Sanitation District, 6501 County Road 26, Longmont, CO 80504.

5. Barefoot Lakes Well Field

5.1. Well Permit Nos. A well permit for the Barefoot Lakes Well Field will be obtained prior to drilling the Barefoot Lakes Well Field.

5.2. Legal Description of Well. In the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 36, T3N, R68W of the 6th PM, Weld County Colorado being more particularly described as that portion of Tract A of the Barefoot Lakes Regional Park Filing No. 1 as shown on the plat recorded at Reception No. 4375616 on February 15, 2018 at the office of the Weld County Clerk and Recorder lying south of the St Vrain Creek.

5.3. Source. Alluvial groundwater tributary to St. Vrain Creek.

5.4. Appropriation Date. December 11, 2024.

5.5. Amount. A combined diversion of 2,448 g.p.m.

5.6. Proposed Uses. All municipal uses including direct flow, recharge and storage with the right to make successive use of the water to extinction, or disposition for all beneficial uses of the municipal water system of Firestone as it currently exists or exists in the future, including, but not limited to, municipal, domestic, irrigation, commercial, industrial, recreation, fish and wildlife, augmentation, replacement, exchange and storage for these purposes.

5.6.1. Storage shall be in the reservoirs described in this Application and any amounts diverted and stored therein shall count against the fill of those storage rights.

5.7. Augmentation Use. The well structures in this application may be used for out of priority diversions which will be augmented pursuant to the augmentation plan decreed in Case No. 19CW3236 or such other augmentation plan as applicant may later be decreed.

5.8. Names and addresses of owners, if other than Applicant, of land on which structures are located:

St. Vrain Lakes Metropolitan District No. 1 c/o Pinnacle Consulting Group, 550 West Eisenhower Blvd., Loveland, CO 80537.

6. Vogl-Stinar Well Field

6.1. Well Permit Nos. Well permits for the Vogl-Stinar Well Field wells will be obtained prior to the drilling of any wells.

6.2. Legal Description of Well Field. In the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 36, Township 3 North, Range 68 West of the 6th P.M., Weld County, Colorado.

6.3. Source. Alluvial groundwater tributary to St. Vrain Creek.

6.4. Appropriation Date. December 11, 2024.

6.5. Amount. A combined diversion of 3,120 g.p.m.

6.6. Proposed Uses. All municipal uses including direct flow, recharge and storage with the right to make successive use of the water to extinction, or disposition for all beneficial uses of the municipal water system of Firestone as it currently exists or exists in the future, including, but not limited to, municipal, domestic, irrigation, commercial, industrial, recreation, fish and wildlife, augmentation, replacement, exchange and storage for these purposes.

6.6.1. Storage shall be in the reservoirs described in this Application and any amounts diverted and stored therein shall count against the fill of those storage rights.

6.7. Augmentation Use. The well structures in this application may be used for out of priority diversions which will be augmented pursuant to the augmentation plan decreed in Case No. 19CW3236 or such other augmentation plan as applicant may later be decreed.

6.8. Names and addresses of owners, if other than Applicant, of land on which structures are located:

Johnny E. Vogl, James Richard Vogl, Jerrilyn L. Stinar, Margaret L. Vogl, & Debra J. Stinar, 11995 County Road 11 ¼, Longmont, CO 80504.

7. Acord Well Field

7.1. Well Permit Nos. Well permits for Acord Well Field wells will be operated prior to the drilling of any wells.

7.2. Legal Description of Well Field. In the NW ¼ of the NW ¼ of Section 32, Township 3 North, Range 67 West of the 6th P.M., Weld County, Colorado, and in the SW ¼ of the SW ¼ of Section 29, Township 3 North, Range 67 West, of the 6th P.M., Weld County, Colorado, lying North of St. Vrain Creek.

7.3. Source. Alluvial groundwater tributary to St. Vrain Creek.

7.4. Appropriation Date. December 11, 2024.

7.5. Amount. A combined diversion of 3,168 g.p.m.

7.6. Proposed Uses. All municipal uses including direct flow, recharge and storage with the right to make successive use of the water to extinction, or disposition for all beneficial uses of the municipal water system of Firestone as it currently exists or exists in the future, including, but not limited to, municipal, domestic, irrigation, commercial, industrial, recreation, fish and wildlife, augmentation, replacement, exchange and storage for these purposes.

7.6.1. Storage shall be in the reservoirs described in this Application and any amounts diverted and stored therein shall count against the fill of those storage rights.

7.7. Augmented Use. The well structures in this application may be used for out of priority diversions which will be augmented pursuant to the augmentation plan decreed in Case No. 19CW3236 or such other augmentation plan as applicant may later be decreed.

7.8. Names and addresses of owners, if other than Applicant, of land on which structures are located:

Acord St. Vrain Valley Ranch LLC, 7541 County Road 26 ¾, Longmont, CO 80504.

Dated _____, 2024.

LAWRENCE CUSTER GRASMICK JONES & DONOVAN LLP

Wesley S. Knoll, #48747
Jacklyn P. Gunn, #59386

*E-filed per Rule 121 duly signed copy on file at the
law offices of Lawrence Custer Grasmick Jones & Donovan LLP*

VERIFICATION

I, Julie Pasillas, Director of Public Works for the Town of Firestone, declare under penalty of perjury under the law of Colorado that the foregoing is true and correct.

Executed on the _____ day of _____, 2024,
(date) (month)

At _____
(city or other location, and state OR country)

(printed name)

(signature)

*E-filed per Rule 121 duly signed copy on file at the
law offices of Lawrence Custer Grasmick Jones & Donovan LLP*

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.k

Discussion/Action

Meeting Date: December 18, 2024

Initiated By: Julie Pasillas

Department: Water & Community Resources

AGENDA ITEM

Resolution 24-128: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE AGREEMENT WITH BURNCO COLORADO, LLC

RECOMMENDATION

Staff recommends the approval of Resolution 24-128, approving the Purchase and Sale Agreement with BURNCO Colorado, LLC for purchasing the 3 shares of the Godding Ditch Company and authorizing the Mayor to execute the agreement on behalf of the Town.

SUMMARY

The proposed agreement between the Town of Firestone and BURNCO Colorado, LLC is for the purchase of 3 shares of the Godding Ditch Company for \$385,000.

The Town's 2020-2050 Water Action Plan identified the acquisition of additional water supplies as a priority.

FINANCIAL CONSIDERATIONS

The agreement includes a purchase price of \$385,000 for the Godding Ditch Company shares. The purchase will be paid for by the Town of Firestone Water Enterprise Fund.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved Resolution 20-39, adopting the Town of Firestone 2020-2050 Water Action Plan on March 25, 2020. At several Board of Trustee meetings in 2021, 2022, and 2023, Town staff and the Board of Trustees discussed in open session and in executive session developing a strategy for negotiations and instructing negotiators concerning the acquisition of water rights. The Town's Water Team has been working to implement the 2020-2050 Water Action Plan, which identifies the need to acquire additional water supplies and facilities. Previous efforts towards implementing the Water Action Plan are as follows.

- The Town has completed the infrastructure project at Firestone Reservoir No. 1 and held the initial closing of Firestone Reservoir No. 2, which is deliverable in early 2026.
- The Town has successfully purchased Firestone Reservoir No. 3, which will be delivered by the end of 2031.
- The Town has successfully purchased additional water shares of the New Consolidated Lower Boulder Reservoir and Ditch Company, Godding Ditch Company, Rural Ditch Company, New Coal Ridge Ditch Company, and Last Chance Ditch Company.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Organizational Objectives

ATTACHMENTS

1. Res 24-128 Purchase and Sale Water Rights Agreement-BURNCO
2. 2024 1204 PURCHASE AND SALE AGREEMENT BURNCO-FIRESTONE (partially executed) (revised 20241209)

RESOLUTION NO. 24-128

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE AGREEMENT WITH BURNCO COLORADO, LLC

WHEREAS, BURNCO Colorado, LLC desires to convey certain water rights which the Town of Firestone (“Town”), acting by and through its Water Activity Enterprise, desires to purchase, subject to the terms and conditions set forth in a Purchase and Sale Agreement.

WHEREAS, after purchase of the water rights, the water rights will need to go through the adjudicatory process to change the use from irrigation to municipal use.

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

1. The Purchase and Sale Agreement (“Agreement”) between the Town of Firestone, acting by and through its Water Activity Enterprise (“Buyer”), and BURNCO Colorado, LLC (“Seller”) for Water Rights 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 acting by and through its Water Activity Enterprise.

2. The Town Manager and other officers, employees and agents of the Town are further authorized to execute and deliver all documents necessary in connection with the closing of the purchase of the Water Rights, and to do all things necessary on behalf of the Town to perform all obligations of the Town under the Agreement, including without limitation the execution and delivery of all documents necessary or required with closing.

3. The Town Manager and other officers, employees and agents of the Town are further authorized to do all things necessary on behalf of the Town to adjudicate a change in use of the water rights, including submitting a request to change the water rights to the Godding Ditch Company, filing an application in the Division One Water Court and prosecuting the same to completion.

INTRODUCED, READ, AND ADOPTED this 11th day of December, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

PURCHASE AND SALE AGREEMENT

(Water Rights)

This Purchase and Sale Agreement (“**Agreement**”) is entered into by and between BURNCO Colorado, LLC, a Colorado Limited Liability Company (“**Seller**”), and the Town of Firestone, acting by and through its Water Activity Enterprise (“**Buyer**”) effective December 19, 2024 (the “**Effective Date**”). Seller and Buyer may be referred to individually as a “**Party**” or collectively as “**Parties**.”

RECITALS

WHEREAS, Seller owns and wishes to convey certain water rights as described below to Buyer; and

WHEREAS, Buyer desires to acquire said water rights pursuant to the terms and conditions contained hereafter;

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

1. Description of Water Rights. The Seller is the owner of three (3) Shares of the Godding Ditch Company represented by Share Certificate No. 335 (the “**Godding Shares**”). The Godding Shares have been historically used, in part, on the property located in the NE ¼ of Section 12, Township 4N, Range 67W of the 6th P.M. in Weld County, Colorado. Seller hereby agrees to sell the Godding Shares to Buyer pursuant to the terms of this Agreement.
2. Historical Use & Transfer. As further consideration, Seller, or Seller’s agent, agrees to provide Buyer any and all affidavits, on or prior to Closing, stating the manner in which the Godding Shares have been used by Seller, identifying which acreage has been historically irrigated with the Godding Shares, the method of irrigation and what crops have historically been irrigated on the acreage with the Godding Shares. Seller, or Seller’s agent agrees to cooperate and participate in good faith with any request necessary to complete any Catlin approval process of the Godding Ditch Company or any court proceedings as may be required to change the use of the shares.
3. Purchase Price. The purchase price for the Godding Shares shall be three-hundred eighty-five thousand dollars (\$385,000.00).
4. Earnest Money. The day that the Buyer executes this Agreement, Buyer shall deliver and deposit with Land Title Guarantee Company earnest money payable in sum of Ten Thousand Dollars (\$10,000.00), which shall become nonrefundable upon completion of the Due Diligence Period as defined in Paragraph 6 of this Agreement.

5. Warranty and Title. Seller warrants that the title to the Godding Shares will be conveyed free and clear of all liens, encumbrances, assessments, and leases of any kind. Seller agrees to warrant and forever defend the Buyer against all and every person claiming any interest in the Godding Shares by and through Seller. This warranty shall survive the closing of the transaction and continue in full force and effect subsequent to such closing. Subject to payment as above provided, and in compliance with the other terms and conditions by Buyer, Seller shall execute and deliver a Special Warranty Deed for the Godding shares to Buyer at the date of closing.
6. Due Diligence. Buyer shall have 77 days following the Effective Date of this Agreement (“**Due Diligence Period**”) to terminate this Agreement if Buyer is dissatisfied with the Godding Shares to be acquired hereunder for any reason, in which case the earnest money deposit shall be immediately returned to Buyer. It shall be conclusively presumed that Buyer is satisfied with the Godding Shares if Buyer fails to send written notice to Seller to the contrary on or before the expiration of the Due Diligence Period. If Buyer sends notice of its dissatisfaction with the Godding Shares, Seller shall have 10 days following actual receipt of such notice of dissatisfaction to either (1) give notice that Seller elects to cure some or all of the issues described in the notice, or (2) give notice that Seller elects not to cure such issues. If Seller elects not to cure all such issues Buyer shall have as its exclusive remedies, the right to terminate this Agreement or to waive any issues the Seller has elected not to cure. Buyer may terminate the Agreement at any time for any reason prior to the end of the Due Diligence Period and Earnest money shall be refunded upon written notice of termination.
7. Assessments. All assessments levied by the Godding Ditch Company for year 2024 and prior years shall be paid by Buyer. Assessments for the year 2025 and future years shall be paid by the Buyer.
8. Transfer and Escrow Fees. Any fees by Godding Ditch Company to complete the transfer of the Godding Shares shall be paid by the Buyer. Seller and Buyers agree to equally pay escrow fees to Land Title Guarantee Company.
9. Delivery of the Stock Certificate. Possession of the original certificate evidencing ownership of the Godding Shares shall be delivered to the Buyer at the time of closing together with properly executed and notarized assignments, Special Warranty Deed and any and all other documents necessary to effectuate the transfer of the Godding Shares from Seller to Buyer.
10. Closing. The closing of the purchase and sale of the Godding Shares will take place no later than 90 days following the Effective Date of this Agreement, or such other date as the Parties may agree upon in writing.

11. Default. Time is of the essence herein and if any payment or any other condition thereof is not made, tendered or performed by either Party, then this Agreement, at the option of the Party who is not in default, may be terminated in which case the non-defaulting Party may recover such damages as may be proper.
12. Contingencies; Delivery and Consumptive Use. This contract is contingent on a determination by Buyer, in its sole discretion, that there is adequate consumptive use transferable for the agreed price. This contract shall be contingent on any diversion structures, storage structures or other devices necessary for the delivery and use of this water being undamaged and in good working condition. Should any of the contingencies herein not be met between the date of this contract and the date of closing, this contract may, at the option of the Buyer, be declared null and void.
13. Costs and Expenses. Each Party shall pay their own consulting, attorney, and brokerage fees and costs incurred as part of this transaction.
14. Notices. All notice and operational communications under this Agreement shall be in writing (including electronic form) except as otherwise provided for in this Agreement. All such notices and communications shall be deemed to have been duly given on the date of service, if delivered and served personally, or served via e-mail on the person to whom notice is given. All notices which are delivered by US Mail shall be addressed to the following address unless otherwise agreed upon by the Parties:

Buyer:

Town of Firestone
Attn: Julie Pasillas
PO Box 100
Firestone, CO 80520

Seller:

BURNCO Colorado, LLC
Attn: Joel Bolduc
US Land and Resources Manager
10100 Dallas Street
Henderson, CO 80640

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

16. Survival of Closing. The representations, warranties and indemnities made by the Parties to this contract and the covenants and agreements to be performed or complied with by respective Parties under this contract before the closing date shall be deemed to be continuing and shall survive the closing.
17. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns.
18. Counterparts. The Parties may execute this Agreement in counterparts which, when taken together, shall constitute one agreement.
19. Jurisdiction and Venue. This Agreement shall be governed and its terms construed under the laws of the State of Colorado and venue shall be in the County of Weld.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by the Effective Date.

BUYER:

TOWN OF FIRESTONE

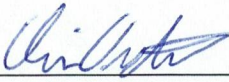
Signature

Name

Title

SELLER:

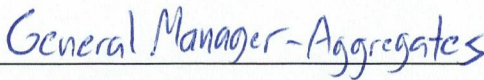
BURNCO COLORADO, LLC

_____

Signature

_____

Name

_____

Title

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.I

Discussion/Action

Meeting Date: December 18, 2024

Initiated By: System Admin

Department: Board of Trustees

AGENDA ITEM

Resolution 24-129: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE FOURTH AMENDMENT TO THE TOWN MANAGER'S EMPLOYMENT AGREEMENT

RECOMMENDATION

Approval of the Fourth Amendment to the Town Manager's Employment Agreement as presented

SUMMARY

A resolution to approve the fourth amendment to the Town Manager's employment agreement. The current Agreement states the Town Manager's performance shall be reviewed and evaluated by the Board of Trustees in February, May, August, and November each year.

On November 11, 2024, the Board of Trustees conducted the final annual review and evaluation of the Town Manager. After a thorough review of performance and accomplishments, the Board of Trustees reached a consensus to approve a 10% increase in the Town Manager's annual compensation.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

On April 10, 2019, the Town of Firestone entered into an Employment Agreement with A.J. Krieger.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
N/A

ATTACHMENTS

1. 24-129 Town Manager's Fourth Amend Employment Agreement
2. Fourth Amend Town Manager

RESOLUTION NO. 24-129

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING THE FOURTH AMENDMENT TO
THE TOWN MANAGER'S EMPLOYMENT AGREEMENT**

WHEREAS, on April 10, 2019, the Town of Firestone entered into an Employment Agreement ("Agreement") with Arthur J. Krieger to serve as Town Manager; and

WHEREAS, the current Agreement provides in part, that the Town Manager's performance shall be reviewed and evaluated by the Board of Trustees no less frequently than in February, May, August and November of each year; and

WHEREAS, upon the Board of Trustees final annual review and evaluation of the Town Manager on November 11, 2024, the consensus of the Board of Trustees was to increase the Town Manager's annual compensation by 10%.

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

The Fourth Amendment to the Town Manager's Employment Agreement 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 Fourth Amendment on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 18th day of December, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

APPROVED AS TO FORM:

Missay Carranco, Deputy Town Clerk

William P. Hayashi, Town Attorney

**FOURTH AMENDMENT TO THE TOWN MANAGER’S EMPLOYMENT
AGREEMENT**

This Fourth Amendment to the Town Manager’s Employment Agreement (“Agreement”) is made and entered into this 18th day of December 2024, by and between the Town of Firestone, Colorado, and Arthur J. Krieger, Town Manager.

WHEREAS, on April 10, 2019, the Town of Firestone entered into an Employment Agreement (“Agreement”) with Arthur J. Krieger to serve as Town Manager; and

WHEREAS, the Board of Trustees has evaluated the Town Manager’s performance no less frequently than once a year and last year amended the Agreement to provide, in part that the Town Manager shall be reviewed and evaluated no less frequently then in February, May, August and November of each year; and

WHEREAS, the Board of Trustees met with the Town Manager on November 13, 2024 for this year’s fourth review and evaluation of his performance and the consensus was to increase the Town Manager’s salary by 10% which amounts to an annual base salary of \$242,050 to be effective January 1, 2025.

NOW, THEREFORE, the parties agree as follows:

Section 1. Section 3, Compensation, of the Agreement is amended by increasing the Town Manager’s annual base salary from \$220,500.00 to \$242,050.00 effective January 1, 2025.

Section 2. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed this Fourth Amendment to the Agreement on the 18th day of December 2024.

TOWN OF FIRESTONE, COLORADO

TOWN MANAGER

Don Conyac Jr, Mayor

Arthur J. Krieger

ATTEST:

APPROVED AS TO FORM:

Missy Carranco, Deputy Town Clerk

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.m

Discussion/Action

Meeting Date: December 18, 2024

Initiated By: Pam Howard

Department: Planning & Development

AGENDA ITEM

Resolution 24-130: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A FINAL PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN COTTONWOOD HOLLOW 4A SUBDIVISION

RECOMMENDATION

Staff recommends the Board of Trustees approve Resolution 24-130.

SUMMARY

This resolution is for a request from the property owner for a fourth extension to record the Cottonwood Hollow Filing 4A Final Plat (Plat). The Cottonwood Hollow subdivision is located on the south side of Sable Avenue, ¼ mile west of Birch Street, and ½ mile east of East I-25 Frontage Road. Approval of the resolution would extend the date of approval of the Final Plat for a period of one hundred and eighty (180) days to July 9, 2025.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

On March 22, 2023, the Board of Trustees approved Resolution 23-31, a resolution approving the Cottonwood Hollow Filing 4A Final Plat. On August 23, 2023, the Board of Trustees approved Resolution 23-83, a resolution approving the first extension to record the Plat. On January 10, 2024, the Board of Trustees approved Resolution 24-02, a resolution approving the second extension to record the Plat. On June 26, 2024, the Board of Trustees approved Resolution 24-66, a resolution approving the third extension to record the Plat.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
N/A

ATTACHMENTS

1. Resolution 24-130
2. Cottonwood Hollow Filing 4A Final Plat
3. Resolution 23-31

RESOLUTION NO. 24-130

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A FINAL PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN COTTONWOOD HOLLOW 4A SUBDIVISION

WHEREAS, the Board of Trustees, by duly-adopted Resolution No. 23-31, dated March 22, 2023, approved the Cottonwood Hollow Filing 4A Final Plat (the “Final Plat”), submitted by Cottonwood Colorado Residential LLC (“Applicant”), as owner of certain real property located within Cottonwood Hollow 4A (the “Property”); and

WHEREAS, on August 23, 2023, the Board of Trustees, by duly-adopted resolution, extended the date of approval of the Final Plat to January 16, 2024; and

WHEREAS, on January 10, 2024, the Board of Trustees, by duly-adopted resolution, extended the date of approval of the Final Plat to July 14, 2024; and

WHEREAS, on June 26, 2024, the Board of Trustees, by duly-adopted resolution, extended the date of approval of the Final Plat to January 10, 2025; and

WHEREAS, Applicant has requested again that the Board of Trustees extend the date of approval of the Final Plat for a period of one hundred and eighty (180) days to July 9, 2025; and

WHEREAS, the Board of Trustees has reviewed Applicant’s request and, based on the application materials, has determined that there are no reasons to deny an extension of time.

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

Section 1. The Board of Trustees hereby approves a one hundred and eighty (180) day extension for the Cottonwood Hollow Filing 4A Final Plat to July 9, 2025, subject to the following conditions:

(a) All conditions of the original Cottonwood Hollow Filing 4A Final Plat approval from March 22, 2023, as set out in Resolution No. 23-31, shall remain valid and in full force and effect, and shall apply to the extension request; and

(b) If not executed and recorded by July 9, 2025, the Cottonwood Hollow Filing 4A Final Plat shall lapse, unless extended by resolution of the Board of Trustees.

Section 2. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Cottonwood Hollow Filing 4A Final Plat, and the extension thereof, as provided by Resolution No. 23-31, Resolution No. 23-83, Resolution 24-02, Resolution 24-66, and this Resolution, shall be null and void if the conditions set forth in Section 1 are not satisfied.

PASSED AND ADOPTED this 11th day of December, 2024.

Don Conyac Jr., Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Cottonwood Hollow Filing 4A Final Plat

COTTONWOOD HOLLOW FILING 4A

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

64.036 ACRES - 125 LOTS - 23 TRACTS
FP-22-021

OWNERSHIP AND DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS, THAT THE UNDERSIGNED, COTTONWOOD COLORADO RESIDENTIAL, LLC, A COLORADO LIMITED LIABILITY COMPANY AND COTTONWOOD COLORADO RESIDENTIAL V, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNERS OF THE LAND SHOWN IN THIS FINAL PLAT AND DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION

A parcel of land situated in the West half of the northeast quarter of Section 14, Township 2 North, Range 68 West of the Sixth Principal Meridian, Town of Firestone, County of Weld, State of Colorado, and being more particularly described as follows:

Commence at the northeast corner of the West half of the northeast quarter of said Section 14; thence along the East line of the West half of said northeast quarter of Section 14, South 00° 19' 08" East for 30.00 feet to a point on the South right of way line of Sable Avenue, as described within Book 86, Page 273 of the public records of Weld County, Colorado and the POINT OF BEGINNING; thence continue along said East line, South 00° 19' 08" East for 2624.04 feet to the southeast corner of said West half of the northeast quarter of Section 14; thence leaving said East line, run along the South line of said West half of the northeast quarter of Section 14, South 89° 54' 18" West for 708.83 feet to the southeast corner of COTTONWOOD HOLLOW, FILING 1, as recorded by reception number 4485833, of the public records of Weld County, Colorado; thence leaving said South line, run along the easterly subdivision line of said COTTONWOOD HOLLOW, FILING 1 the following seventeen courses, North 05° 54' 58" West for 231.64 feet; thence, North 30° 43' 19" West for 310.05 feet; thence, North 59° 39' 30" West for 73.63 feet; thence, North 78° 48' 55" West for 123.20 feet; thence, North 16° 19' 24" West for 305.08 feet; thence, North 12° 49' 06" West for 504.03 feet; thence, North 26° 10' 16" East for 228.92 feet; thence, North 13° 29' 06" East for 100.66 feet; thence, North 04° 10' 02" West for 187.09 feet; thence, North 77° 58' 15" West for 163.26 feet; thence, North 00° 08' 11" West for 42.50 feet; thence, North 34° 25' 45" East for 345.89 feet; thence, North 70° 26' 45" East for 183.51 feet; thence, North 34° 11' 41" East for 86.45 feet; thence, North 01° 44' 38" East for 127.93 feet; thence, North 42° 35' 14" West for 107.53 feet; thence, North 50° 35' 47" West for 113.92 feet to the southeast corner of TRACT L, of said COTTONWOOD HOLLOW, FILING 1; thence along the East line of said TRACT L, North 00° 03' 42" East for 20.00 feet to the aforementioned South right of way line of Sable Avenue; thence leaving said East line, run along said South right of way line, South 89° 56' 16" East for 1047.20 feet to the POINT OF BEGINNING.

Said parcel of land contains 2,789,410 Square Feet, which equates to 64.036 Acres, more or less.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWN HEREON CONTAINED UNDER THE NAME AND STYLE OF COTTONWOOD HOLLOW, FILING 4A, 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, AVENUES AND LANES 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 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 GUARANTEES 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 CENTURY LINK AND SHALL NOT BECOME THE PROPERTY OF THE TOWN OF FIRESTONE, COLORADO.

OWNER:

COTTONWOOD COLORADO RESIDENTIAL, LLC
A COLORADO LIMITED LIABILITY COMPANY

BY: _____

TITLE: _____

NOTARY CERTIFICATE:

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____, 2023, BY

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES

OWNER:

COTTONWOOD COLORADO RESIDENTIAL V, LLC
A COLORADO LIMITED LIABILITY COMPANY

BY: _____

TITLE: _____

NOTARY CERTIFICATE:

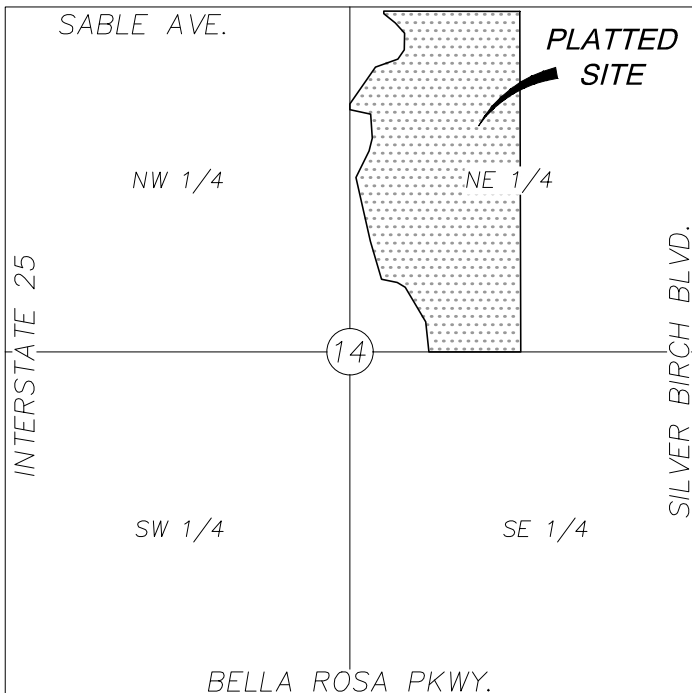
STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____, 2023, BY

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES



SECTION MAP
SECTION 14-2N-R68W of the Sixth Principal Meridian
-Not To Scale-

SHEET INDEX

COVER SHEET..... SHEET 1
OVERALL BOUNDARY..... SHEET 2
FINAL PLAT DETAILS..... SHEET 3-8
CURVE TABLES..... SHEET 9
EASEMENT DETAIL..... SHEET 10

OWNER / DEVELOPER

COTTONWOOD COLORADO
RESIDENTIAL, LLC
5750 DTC PARKWAY #210
GREENWOOD VILLAGE, CO 80111
CONTACT: DON PROVOST
EMAIL: DGP@ALBDEV.COM

SURVEYOR

OLSSON, INC
1525 RALEIGH ST, SUITE 400
DENVER, CO 80204
PHONE: 303.237.2072
CONTACT: ELI J. DONALDSON
EMAIL:
EDONALDSON@OLSSON.COM

NOTES

- THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE THE OVERALL TRACT TO DEVELOP RESIDENTIAL LOTS.
- THE SUBJECT PROPERTY LIES WITHIN A DESIGNATED ZONE "A" FLOODPLAIN PER FEMA FIRM MAP NUMBER 08123C1890E, EFFECTIVE DATE JANUARY 20, 2016.
- THE BASIS OF BEARING ARE GRID AND BASED WITHIN THE COLORADO COORDINATE SYSTEM OF 1983, NORTH ZONE. THE BEARING OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 14, BEING MONUMENTED AT THE WEST END BY A NUMBER 6 REBAR AND 2.5" ALUMINUM DISC WITHIN A RANGE BOX, STAMPED "PERTOLEUM FIELD SURVEYING 2014 PLS 38304" AND MONUMENTED AT THE EAST END BY A NUMBER 6 REBAR AND 3.25" ALUMINUM DISC WITHIN A RANGE BOX, STAMPED "KING SURVEORS INC PEPEK 2006" IS, SOUTH 89° 56' 16" EAST FOR 2618.05 FEET.
- UTILITY EASEMENTS ARE FOR THE USE OF ELECTRIC, TELEPHONE, GAS AND CABLE TELEVISION. THESE EASEMENTS ARE LOCATED ON PRIVATE PROPERTY IMMEDIATELY ADJACENT TO BOTH SIDES OF PLATTED ROADWAYS AND LOTS. OTHER UTILITIES SHALL HAVE THE RIGHT TO CROSS AT SUBSTANTIALLY RIGHT ANGLES, THESE EASEMENTS, UNLESS OTHERWISE SPECIFIED, SHALL BE LOCATED AS FOLLOWS:
FRONT: TEN FEET WIDE, BEING COINCIDENT WITH AND ADJACENT TO THE STREET RIGHTS-OF-WAY.
REAR: EIGHT FEET WIDE, ALONG ALL PERIMETER LOTS.
TRACTS: TEN FEET WIDE, ON EACH SIDE.
- THE FLOOD PLAIN LINES CURRENTLY SHOWN ARE BASED ON THE FEMA, FIRM MAP 08123C1890E, DATED 01/20/2016.

SURVEYOR'S CERTIFICATE

I, ELI J. DONALDSON, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF COTTONWOOD HOLLOW, FILING 4A, WAS MADE BY ME OR UNDER MY SUPERVISION ON OR ABOUT ,06/01/2021, AND THAT THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID SUBDIVISION AND THE SURVEY THEREOF.

ON BEHALF OF OLSSON,

ELI J. DONALDSON
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NUMBER: 38755

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

TOWN OF FIRESTONE APPROVAL

THIS IS TO CERTIFY THAT THIS FINAL PLAT FOR COTTONWOOD HOLLOW FILING 4A WAS APPROVED ON THE _____ DAY OF _____, 2023, BY RESOLUTION NO. _____, PASSED AND ADOPTED AT THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, HELD ON THIS _____ DAY OF _____, 2023, AND MAY BE FILED WITH THE CLERK AND RECORDER OF WELD COUNTY. ALL PUBLIC DEDICATIONS SHOWN THEREON ARE ACCEPTED BY THE TOWN, SUBJECT TO THE PROVISION THAT NEITHER APPROVAL NOR ACCEPTANCE OBLIGATES THE TOWN OF FIRESTONE FOR THE FINANCING OR CONSTRUCTION OF IMPROVEMENTS ON LAND OR EASEMENTS DEDICATED TO THE TOWN EXCEPT AS SPECIFICALLY AGREED TO BY THE BOARD OF TRUSTEES.

MAYOR _____

ATTEST: TOWN CLERK _____

REV. NO.	DATE	REVISIONS DESCRIPTION	 1525 Raleigh Street Suite 400 Denver, CO 80204
REVISIONS			TEL 303.237.2072 www.olsson.com
SUBDIVISION OF LAND, TOWN OF FIRESTONE			APPROVED BY: _____ EJD PROJECT #: _____ 021-02728 DATE: _____ 02.20.2023

SHEET
1 OF 10

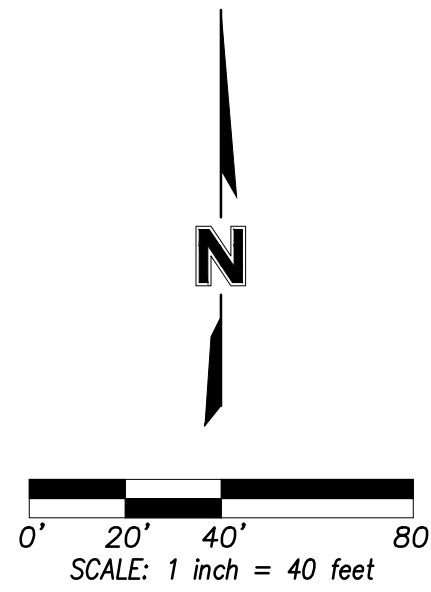
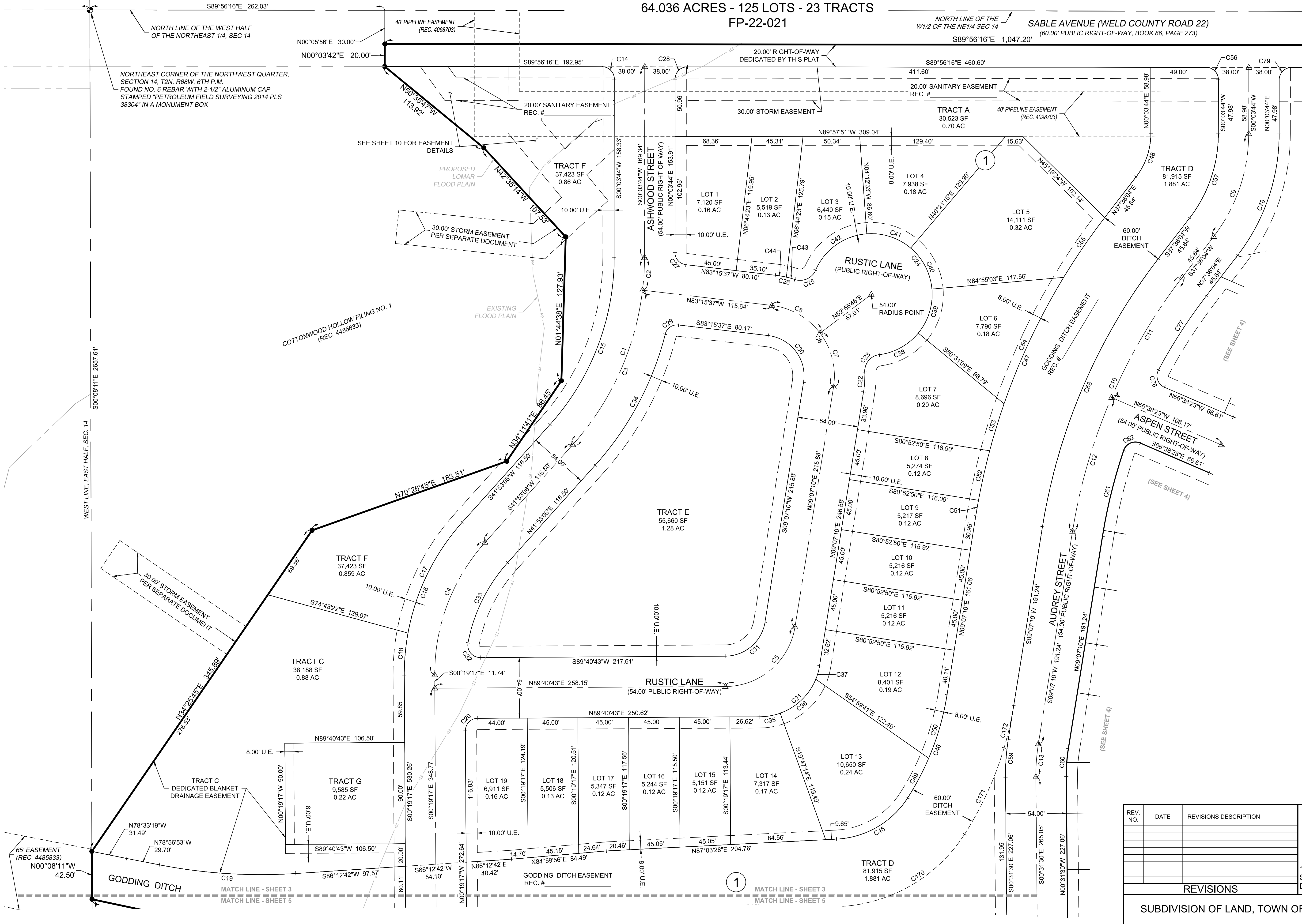
TRACT SUMMARY CHART				
TRACTS	AREA	USE	OWNERSHIP	MAINTENANCE
TRACT A	0.701	DRAINAGE, OIL/GAS PIPELINE, UTILITIES, GREEN SPACE	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT B	2.557	DRAINAGE, OIL/GAS PIPELINE, OIL/GAS FACILITIES, ACCESS, UTILITIES, GREEN SPACE	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT C	0.877	DRAINAGE TRACT	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT D	1.880	GREEN SPACE	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT E	1.278	COMMUNITY CENTER	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT F	0.859	DRAINAGE, OIL/GAS PIPELINE, UTILITIES, GREEN SPACE	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT G	0.220	FUTURE DEVELOPMENT	COTTONWOOD COLORADO RESIDENTIAL LLC	CHRM
TRACT H	0.333	GREEN SPACE	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT I	0.133	OIL/GAS PIPELINE AND GREEN SPACE	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT J	0.804	FUTURE DEVELOPMENT	COTTONWOOD COLORADO RESIDENTIAL LLC	CHRM
TRACT K	1.281	DRAINAGE TRACT	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT L	0.068	GREEN SPACE	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT M	0.116	GREEN SPACE	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT N	0.093	GREEN SPACE	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT O	5.457	DRAINAGE, OIL/GAS PIPELINE, OIL/GAS FACILITIES, ACCESS, UTILITIES, GREEN SPACE	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT P	0.575	OIL/GAS PIPELINE AND GREEN SPACE	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT Q	11.440	FUTURE DEVELOPMENT	COTTONWOOD COLORADO RESIDENTIAL LLC	CHRM
TRACT R	6.945	OIL/GAS FACILITIES	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT S	0.131	GREEN SPACE	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT T	0.154	GREEN SPACE	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT U	1.435	FUTURE DEVELOPMENT	COTTONWOOD COLORADO RESIDENTIAL LLC	CHRM
TRACT V	0.674	FUTURE DEVELOPMENT	COTTONWOOD COLORADO RESIDENTIAL LLC	CHRM
TRACT W	0.455	FUTURE DEVELOPMENT	COTTONWOOD COLORADO RESIDENTIAL LLC	CHRM

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
64.036 ACRES - 125 LOTS - 23 TRACTS
FP-22-021

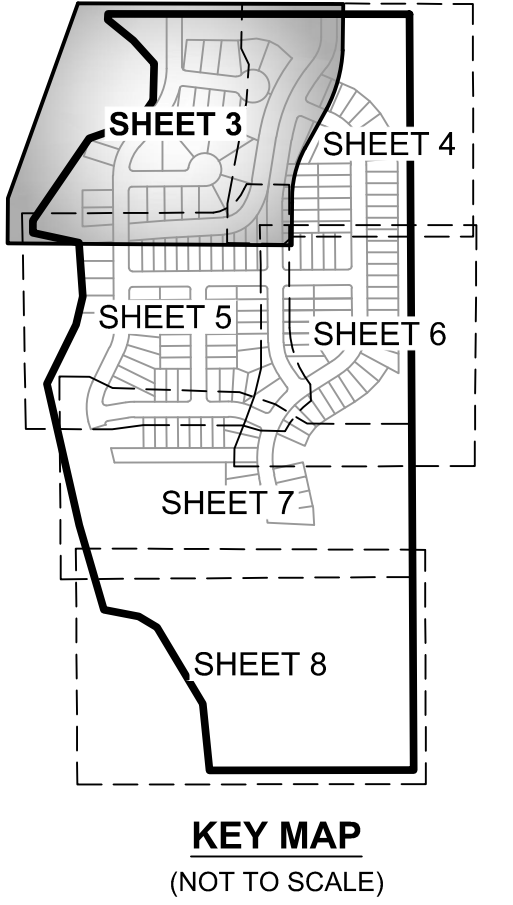


COTTONWOOD HOLLOW FILING 4A

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
64.036 ACRES - 125 LOTS - 23 TRACTS
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SEE SHEET 9
FOR CURVE TABLES



REV. NO.	DATE	REVISIONS DESCRIPTION

olsson

1525 Raleigh Street
Suite 400
Denver, CO 80204
TEL 303.237.2072 www.olsson.com

SUBDIVISION OF LAND, TOWN OF FIRESTONE

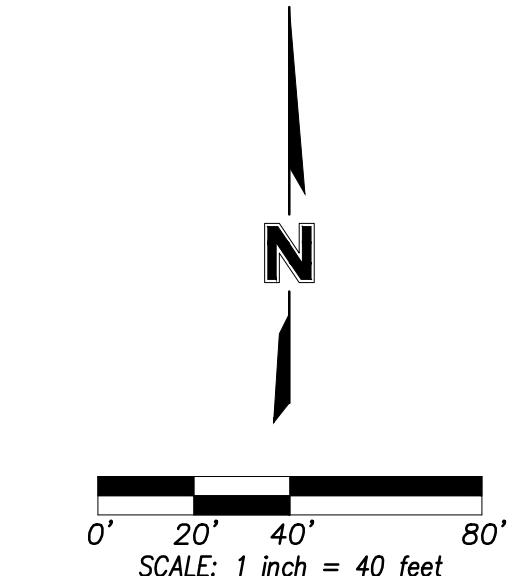
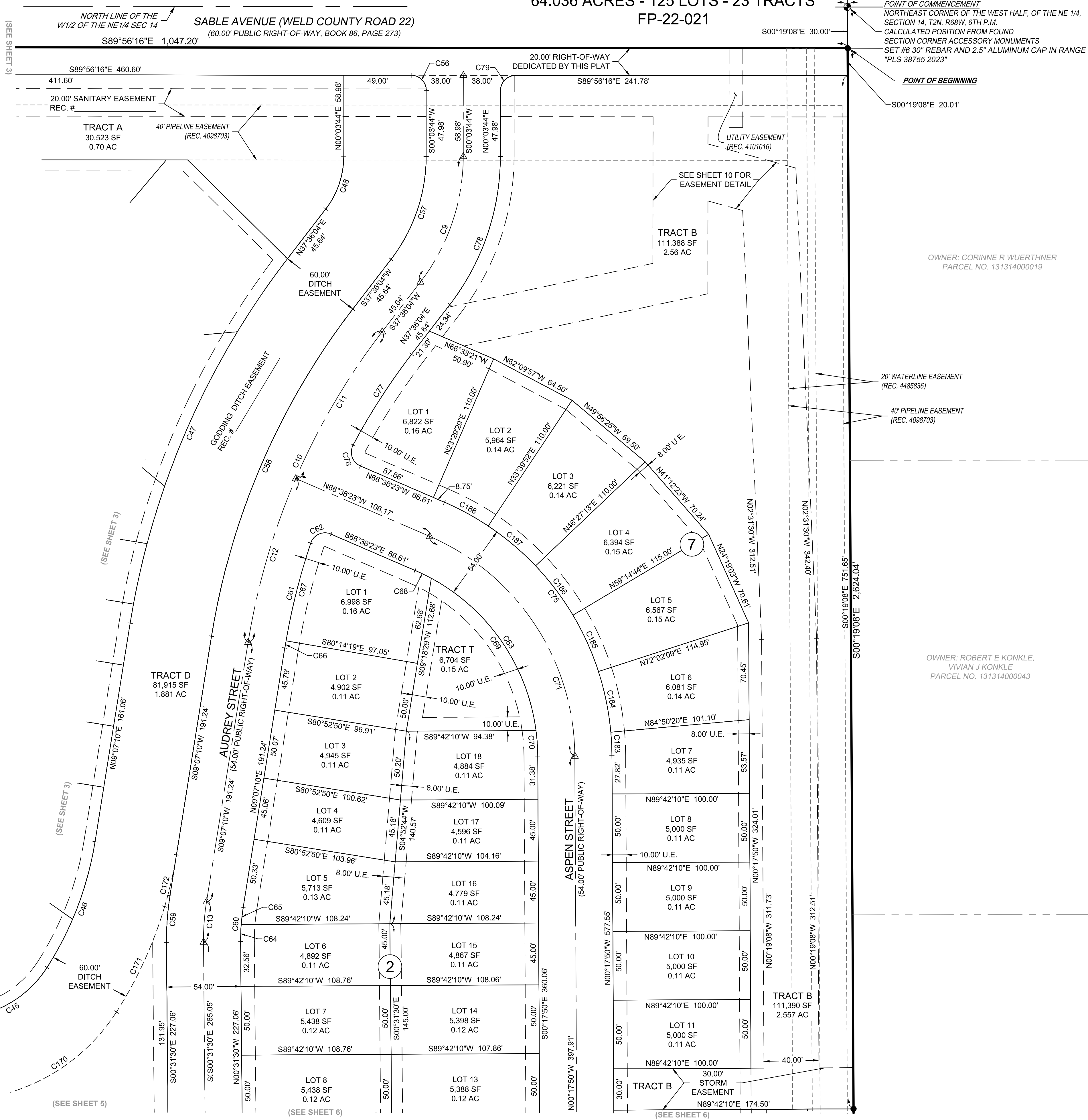
APPROVED BY: EJD
PROJECT #: 021-02726
DATE: 02.20.2023

SHEET
3 OF 10

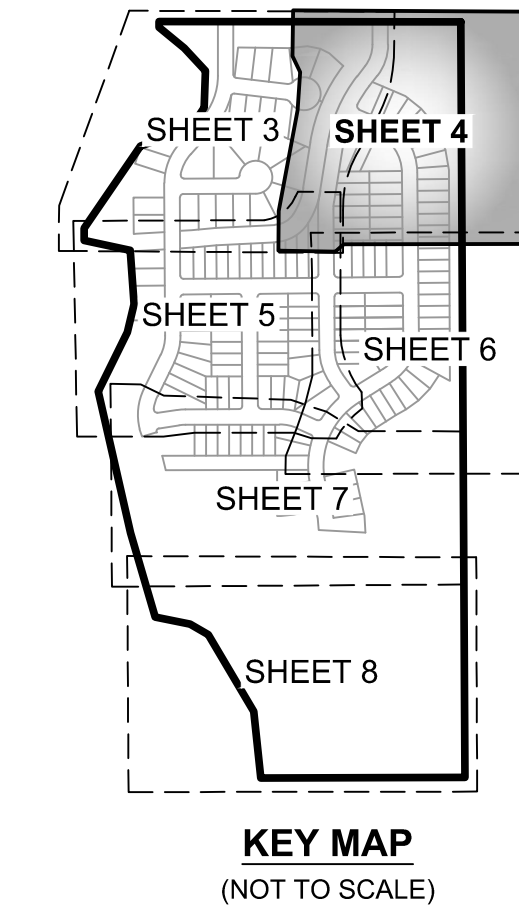
COTTONWOOD HOLLOW FILING 4A

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

64.036 ACRES - 125 LOTS - 23 TRACTS
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SEE SHEET 9
FOR CURVE TABLES



REV. NO.	DATE	REVISIONS DESCRIPTION
REVISIONS		
SUBDIVISION OF LAND, TOWN OF FIRESTONE		

1525 Raleigh Street
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Denver, CO 80204

TEL 303.237.2072 www.olsson.com

APPROVED BY: EJD

PROJECT #: 021-02726

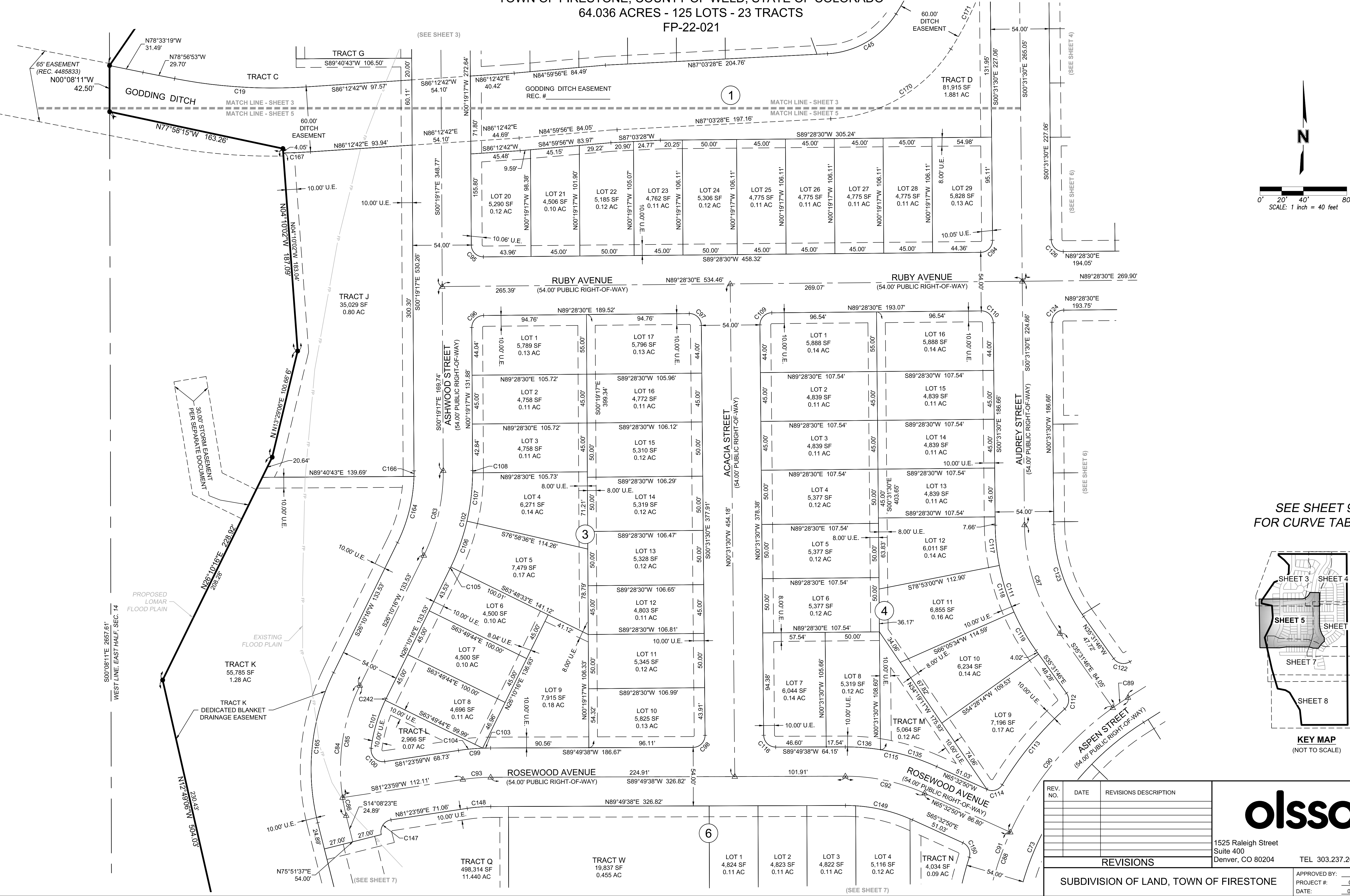
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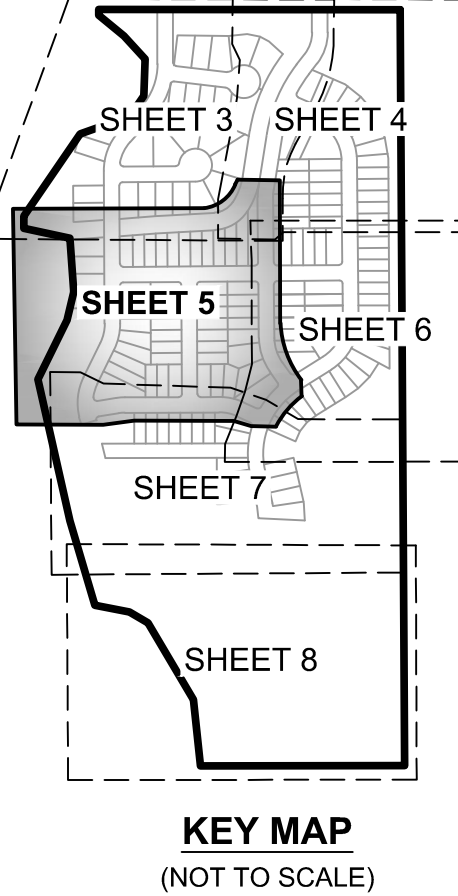
SHEET
4 OF 10

COTTONWOOD HOLLOW FILING 4A

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
64.036 ACRES - 125 LOTS - 23 TRACTS
FP-22-021



SEE SHEET 9
FOR CURVE TABLES



REV. NO.	DATE	REVISIONS DESCRIPTION

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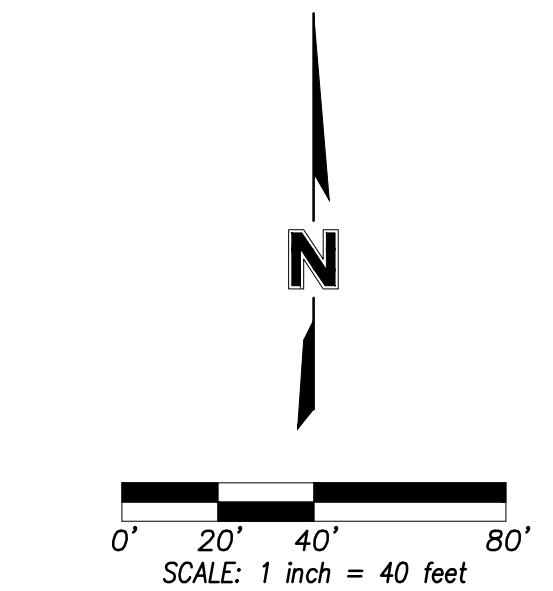
APPROVED BY: EJD
PROJECT #: 021-02728
DATE: 02.20.2023

SUBDIVISION OF LAND, TOWN OF FIRESTONE

SHEET
5 OF 10

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

FP-22-021

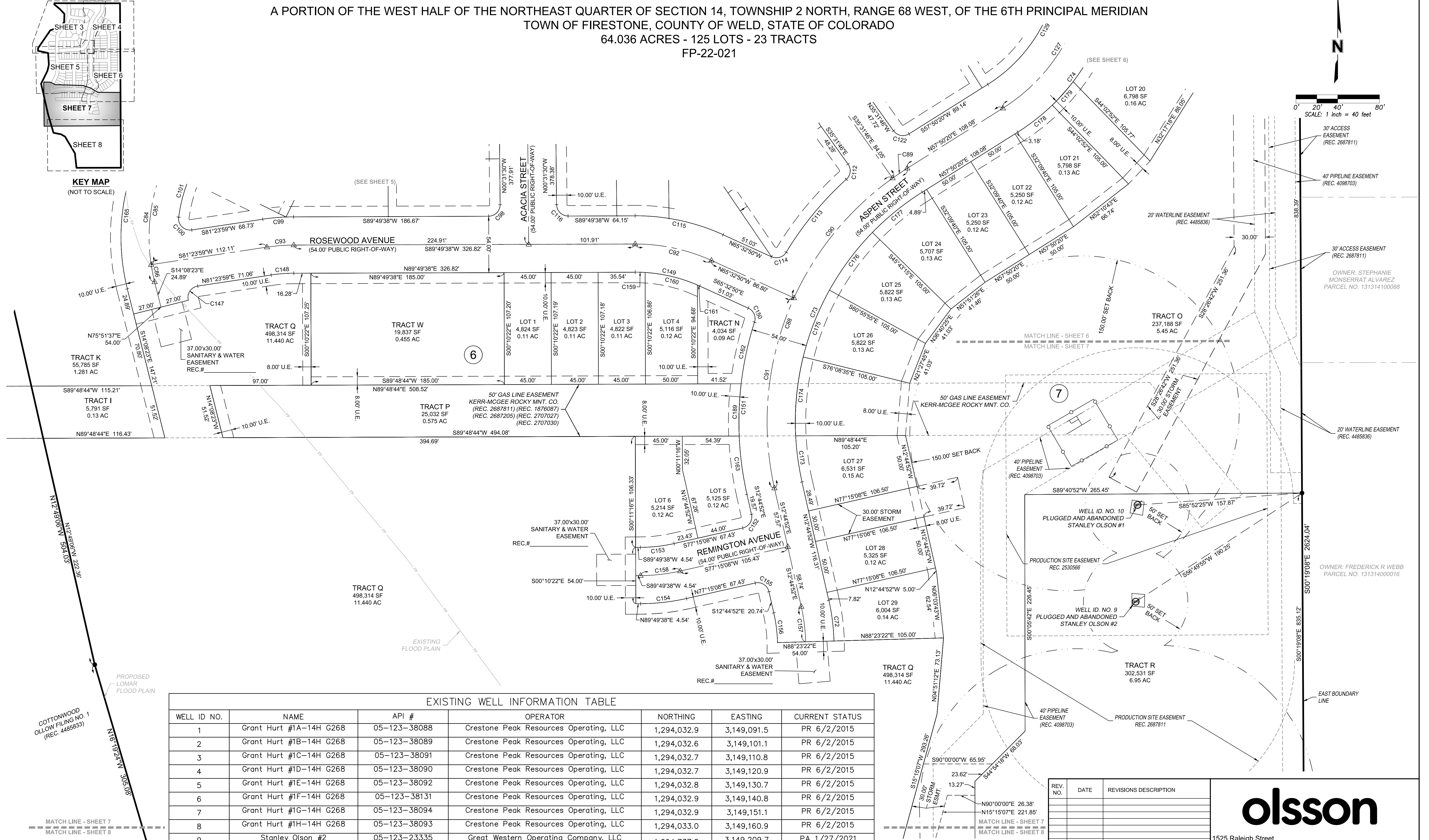
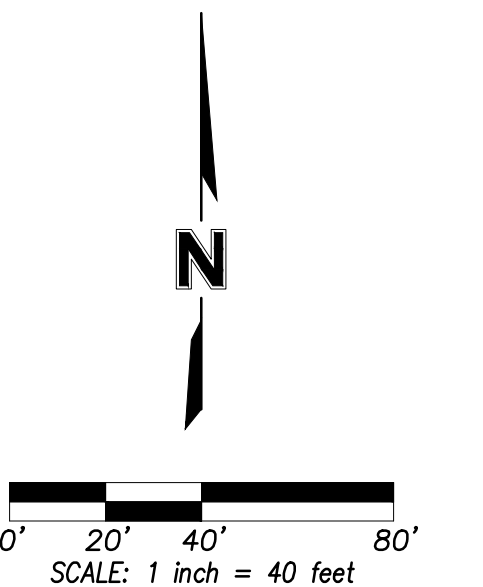


KEY MAP
(NOT TO SCALE)

REV. NO.	DATE	REVISIONS DESCRIPTION	 1525 Raleigh Street Suite 400 Denver, CO 80204 TEL 303.237.2072 www.olsson.com
REVISIONS			
SUBDIVISION OF LAND, TOWN OF FIRESTONE			APPROVED BY: <u> EJD </u> PROJECT #: <u> 021-02728 </u> DATE: <u> 02.20.2023 </u>
			SHEET 6 OF 10

1

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
64.036 ACRES - 125 LOTS - 23 TRACTS
FP-22-021



EXISTING WELL INFORMATION TABLE						
WELL ID NO.	NAME	API #	OPERATOR	NORTHING	EASTING	CURRENT STATUS
1	Grant Hurt #1A-14H G268	05-123-38088	Crestone Peak Resources Operating, LLC	1,294,032.9	3,149,091.5	PR 6/2/2015
2	Grant Hurt #1B-14H G268	05-123-38089	Crestone Peak Resources Operating, LLC	1,294,032.6	3,149,101.1	PR 6/2/2015
3	Grant Hurt #1C-14H G268	05-123-38091	Crestone Peak Resources Operating, LLC	1,294,032.7	3,149,110.8	PR 6/2/2015
4	Grant Hurt #1D-14H G268	05-123-38090	Crestone Peak Resources Operating, LLC	1,294,032.7	3,149,120.9	PR 6/2/2015
5	Grant Hurt #1E-14H G268	05-123-38092	Crestone Peak Resources Operating, LLC	1,294,032.8	3,149,130.7	PR 6/2/2015
6	Grant Hurt #1F-14H G268	05-123-38131	Crestone Peak Resources Operating, LLC	1,294,032.9	3,149,140.8	PR 6/2/2015
7	Grant Hurt #1G-14H G268	05-123-38094	Crestone Peak Resources Operating, LLC	1,294,032.9	3,149,151.1	PR 6/2/2015
8	Grant Hurt #1H-14H G268	05-123-38093	Crestone Peak Resources Operating, LLC	1,294,033.0	3,149,160.9	PR 6/2/2015
9	Stanley Olson #2	05-123-23335	Great Western Operating Company, LLC	1,294,737.8	3,149,209.7	PA 1/27/2021
10	Stanley Olson #1	05-123-10374	Great Western Operating Company, LLC	1,294,830.6	3,149,211.5	PA 10/7/2020
11	Olson #1	05-123-08994	Macey & Mershon Oil, Inc	1,294,425.2	3,148,733.4	PA 8/3/1977

7. 18	REV. NO.	DATE	REVISIONS DESCRIPTION	olsson 1525 Raleigh Street Suite 400 Denver, CO 80204 TEL 303.237.2072 www.olsson.com
REVISIONS				
SUBDIVISION OF LAND, TOWN OF FIRESTONE				APPROVED BY: <u>EJD</u> PROJECT #: <u>021-02728</u> DATE: <u>02.20.2023</u>
				SHEET 7 OF 10

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
64.036 ACRES - 125 LOTS - 23 TRACTS
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1525 Raleigh Street Suite 400 Denver, CO 80204	TEL 303.237.2072 www.olsson.com		
OF FIRESTONE	<table border="1"> <tr> <td> APPROVED BY: _____ PROJECT #: _____ DATE: _____ </td> <td> EJD 021-02728 02.20.2023 </td> </tr> </table>	APPROVED BY: _____ PROJECT #: _____ DATE: _____	EJD 021-02728 02.20.2023
APPROVED BY: _____ PROJECT #: _____ DATE: _____	EJD 021-02728 02.20.2023		
SHEET 8 OF 10			

COTTONWOOD HOLLOW FILING 4A

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
64.036 ACRES - 125 LOTS - 23 TRACTS
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CURVE TABLES

CURVE DATA					
#	Radius	Delta	Chord Bearing	Chord Length	Length
C1	250.00'	041°49'22"	S20°58'25"W	178.46'	182.49'
C2	250.00'	006°42'23"	S03°24'56"W	29.25'	29.26'
C3	250.00'	035°06'59"	S24°19'37"W	150.84'	153.22'
C4	175.00'	042°12'24"	S20°46'54"W	126.02'	128.91'
C5	63.00'	080°33'33"	N49°23'56"E	81.46'	88.58'
C6	63.00'	092°22'47"	N37°04'14"W	90.93'	101.58'
C7	63.00'	046°11'24"	N13°58'32"W	49.42'	50.79'
C8	63.00'	046°11'24"	N60°09'56"W	49.42'	50.79'
C9	500.00'	037°32'19"	S18°49'54"W	96.53'	98.28'
C10	500.00'	028°28'54"	S23°21'37"W	246.00'	248.55'
C11	500.00'	014°14'27"	S30°28'50"W	123.95'	124.27'
C12	500.00'	014°14'27"	S16°14'23"W	123.95'	124.27'
C13	175.00'	009°38'40"	S04°17'50"W	29.42'	29.46'
C14	11.00'	090°00'00"	S44°56'16"E	15.56'	17.28'
C15	223.00'	041°49'22"	S20°58'25"W	159.19'	162.78'
C16	202.00'	042°12'24"	S20°46'54"W	145.46'	148.80'
C17	202.00'	031°32'09"	S26°07'02"W	109.78'	111.18'
C18	202.00'	010°40'15"	S05°00'50"W	37.57'	37.62'
C19	470.00'	014°50'25"	N86°22'06"W	121.40'	121.74'
C20	11.00'	090°00'00"	N44°40'43"E	15.56'	17.28'
C21	54.00'	080°23'33"	N49°30'55"E	69.70'	75.77'
C22	90.00'	011°16'36"	N03°28'52"E	17.68'	17.71'
C23	15.00'	084°31'04"	N40°06'06"E	20.17'	22.13'
C24	54.00'	238°51'44"	N37°04'14"W	94.06'	225.12'
C25	15.00'	084°31'04"	S65°45'26"W	20.17'	22.13'
C26	90.00'	011°16'36"	N77°37'20"W	17.68'	17.71'
C27	11.00'	083°19'22"	N41°35'56"W	14.62'	16.00'
C28	11.00'	090°00'00"	N45°03'44"E	15.56'	17.28'
C29	11.00'	082°23'33"	N55°32'36"E	14.49'	15.82'
C30	36.00'	092°22'47"	S37°04'14"E	51.96'	58.04'
C31	36.00'	080°33'33"	S49°23'56"W	46.55'	50.62'
C32	11.00'	101°02'57"	N39°47'49"W	16.98'	19.40'
C33	148.00'	031°09'27"	N26°18'23"E	79.49'	80.48'
C34	277.00'	027°32'17"	N28°06'58"E	131.86'	133.13'
C35	54.00'	019°29'54"	N79°57'45"E	18.29'	18.38'
C36	54.00'	047°45'14"	N46°20'11"E	43.72'	45.01'
C37	54.00'	013°08'25"	N15°53'21"E	12.36'	12.38'
C38	54.00'	042°52'47"	N60°55'15"E	39.48'	40.41'
C39	54.00'	044°33'48"	N17°11'57"E	40.95'	42.00'
C40	54.00'	044°33'48"	N27°21'51"W	40.95'	42.00'
C41	54.00'	044°33'48"	N71°55'39"W	40.95'	42.00'
C42	54.00'	062°17'33"	S54°38'40"W	55.86'	58.71'
C43	90.00'	004°57'48"	N74°27'56"W	7.79'	7.80'
C44	90.00'	006°18'48"	N80°06'13"W	9.91'	9.92'
C45	80.00'	054°22'52"	N59°52'02"E	73.11'	75.93'
C46	240.00'	023°33'26"	N20°53'53"E	97.98'	98.68'
C47	587.00'	026°28'54"	N23°21'37"E	288.80'	291.80'
C48	63.00'	037°32'19"	N18°49'54"E	40.54'	41.28'
C49	240.00'	009°30'33"	N27°55'19"E	39.79'	39.83'
C50	240.00'	014°02'53"	N16°08'37"E	58.70'	58.84'
C51	587.00'	001°22'17"	N09°48'18"E	14.05'	14.05'
C52	587.00'	004°24'07"	N12°41'30"E	45.09'	45.10'
C53	587.00'	004°16'17"	N17°01'42"E	43.75'	43.76'
C54	587.00'	012°08'45"	N25°14'13"E	124.20'	124.44'
C55	587.00'	006°17'28"	N34°27'20"E	64.42'	64.45'
C56	11.00'	090°00'00"	S44°56'16"E	15.56'	17.28'
C57	123.00'	037°32'19"	S18°49'54"W	79.15'	80.59'
C58	527.00'	026°28'54"	S23°21'37"W	259.28'	261.97'
C59	202.00'	009°38'40"	S04°17'50"W	33.96'	34.00'
C60	148.00'	009°38'40"	N04°17'50"E	24.88'	24.91'

CURVE DATA					
#	Radius	Delta	Chord Bearing	Chord Length	Length
C61	473.00'	009°31'22"	N13°52'51"E	78.52'	78.61'
C62	11.00'	094°43'05"	N66°00'04"E	16.18'	18.18'
C63	148.00'	066°20'34"	S33°28'06"E	161.95'	171.37'
C64	148.00'	004°49'20"	S01°53'10"W	12.45'	12.46'
C65	148.00'	004°49'20"	S06°42'30"W	12.45'	12.46'
C66	473.00'	000°38'31"	S09°26'25"W	5.30'	5.30'
C67	473.00'	008°52'51"	S14°12'06"W	73.24'	73.32'
C68	148.00'	005°07'05"	S64°04'51"E	13.22'	13.22'
C69	148.00'	053°59'44"	S34°31'27"E	134.37'	139.48'
C70	148.00'	007°13'45"	S03°54'42"E	18.66'	18.67'
C71	175.00'	066°20'34"	N33°28'06"W	191.50'	202.63'
C72	202.00'	011°08'15"	N07°10'45"W	39.20'	39.27'
C73	260.00'	070°35'12"	N22°32'44"E	300.44'	320.31'
C74	202.00'	058°08'09"	N28°46'15"E	196.28'	204.96'
C75	202.00'	066°20'34"	N33°28'06"W	221.05'	233.90'
C76	11.00'	094°43'05"	N19°16'48"W	16.18'	18.18'
C77	473.00'	009°31'22"	N32°50'22"E	78.52'	78.61'
C78	177.00'	037°32'19"	N18°49'54"E	113.90'	115.97'
C79	11.00'	090°00'00"	N45°03'44"E	15.56'	17.28'
C83	175.00'	026°29'33"	S12°55'29"W	80.20'	80.92'
C84	175.00'	040°18'39"	S06°00'56"W	120.60'	123.12'
C85	175.00'	034°46'17"	S08°47'08"W	104.58'	106.20'
C86	175.00'	005°32'23"	S11°22'12"E	16.91'	16.92'
C87	175.00'	035°00'16"	S18°01'38"E	105.26'	106.91'
C88	287.00'	070°35'12"	S22°32'44"W	331.64'	353.58'
C89	287.00'	003°22'05"	S56°09'17"W	16.87'	16.87'
C90	287.00'	030°01'04"	S39°27'42"W	148.65'	150.36'
C91	287.00'	037°12'02"	S05°51'09"W	183.09'	186.34'
C91	287.00'	037°12'02"	S05°51'09"W	183.09'	186.34'
C92	175.00'	024°37'32"	N77°51'36"W	74.64'	75.21'
C93	175.00'	008°25'39"	S85°36'49"W	25.72'	25.74'
C94	11.00'	090°00'00"	S44°28'30"W	15.56'	17.28'
C95	11.00'	090°12'13"	N45°25'24"W	15.58'	17.32'
C96	11.00'	089°47'47"	N44°34'36"E	15.53'	17.24'
C97	11.00'	090°00'00"	S45°31'30"E	15.56'	17.28'
C98	11.00'	090°21'45"	S44°39'04"W	15.60'	17.35'
C99	202.00'	008°25'39"	S85°36'49"W	29.68'	29.71'
C100	11.00'	106°06'12"	N45°32'54"W	17.58'	20.37'
C101	148.00'	018°40'04"	N16°50'14"E	48.01'	48.22'
C102	202.00'	026°29'33"	N12°55'29"E	92.57'	93.40'
C103	202.00'	002°04'36"	S88°47'20"W	7.32'	7.32'
C104	202.00'	006°21'02"	S84°34'31"W	22.38'	22.39'
C105	202.00'	000°25'00"	N25°57'46"E	1.47'	1.47'
C106	202.00'	012°43'52"	N19°23'20"E	44.79'	44.88'
C107	202.00'	012°43'53"	N06°39'28"E	44.79'	44.89'
C108	202.00'	000°36'49"	N00°00'53"W	2.16'	2.16'
C109	11.00'	090°00'00"	N44°28'30"E	15.56'	17.28'
C110	11.00'	090°00'00"	S45°31'30"E	15.56'	17.28'
C111	202.00'	035°00'16"	S18°01'38"E	121.50'	123.41'
C112	11.00'	083°17'09"	S06°06'48"W	14.62'	15.99'
C113	314.00'	016°35'19"	S39°27'42"W	90.59'	90.91'
C114	11.00'	083°17'08"	S72°48'36"W	14.62'	15.99'
C115	202.00'	024°37'32"	N77°51'36"W	86.15'	86.82'
C116	11.00'	089°40'41"	N45°20'56"W	15.51'	17.21'
C117	202.00'	010°35'30"	S05°49'15"E	37.29'	37.34'
C118	202.00'	012°47'26"	S17°30'43"E	45.00'	45.09'
C119	202.00'	011°37'20"	S29°43'06"E	40.90'	40.97'
C120	202.00'	015°22'28"	N73°14'04"W	54.04'	54.20'
C121	202.00'	009°15'04"	N85°32'50"W	32.58'	32.62'
C122	11.00'	086°37'55"	N78°50'42"W	15.09'	16.63'

CURVE DATA					
#	Radius	Delta	Chord Bearing	Chord Length	Length
C123	148.00'	035°00'16"	N18°01'38"W	89.02'	90.42'
C124	11.00'	090°00'00"	N44°28'30"E	15.56'	17.28'
C125	11.00'	089°46'20"	S44°35'20"W	15.53'	17.24'
C126	11.00'	090°00'00"	S45°31'30"E	15.56'	17.28'
C127	175.00'	058°08'09"	N28°46'15"E	170.05'	177.57'
C128	11.00'	090°13'40"	S45°24'40"E	15.59'	17.32'
C129	148.00'	058°08'09"	S28°46'15"W	143.81'	150.17'
C130	148.00'	016°41'06"	S08°02'43"W	42.95'	43.10'
C131	148.00'	041°27'04"	S37°06'48"W	104.75'	107.07'
C132	148.00'	000°52'10"	N35°05'41"W	2.25'	2.25'
C133	148.00'	034°08'05"	N17°35'33"W	86.88'	88.17'
C135	202.00'	015°22'28"	N73°14'04"W	54.04'	54.20'
C136	202.00'	009°15'04"	N85°32'50"W	32.58'	32.62'
C147	11.00'	095°32'23"	N33°37'48"E	16.29'	18.34'
C148	148.00'	008°25'39"	N85°36'49"E	21.75'	21.77'
C149	148.00'	024°37'32"	S77°51'36"E	63.12'	63.61'
C150	11.00'	083°17'08"	S23°54'16"E	14.62'	15.99'
C151	314.00'	030°29'10"	S02°29'43"W	165.11'	167.07'
C152	11.00'	090°00'00"	S32°15'08"W	15.56'	17.28'
C153	148.00'	012°34'30"	S83°32'23"W	32.42'	32.48'
C154	202.00'	012°34'30"	N83°32'23"E	44.25'	44.33'
C155	11.00'	090°00'00"	S57°44'52"E	15.56'	17.28'
C156	148.00'	011°08'15"	S07°10'45"E	28.72'	28.77'
C157	175.00'	011°08'15"	S07°10'45"E	33.96'	34.02'
C158	175.00'	012°34'30"	S83°32'23"W	38.33'	38.41'
C159	148.00'	003°39'50"	S88°20'27"E	9.46'	9.46'
C160	148.00'	020°01'23"	S76°29'51"E	51.46'	51.72'
C161	148.00'	000°56'19"	S66°00'59"E	2.42'	2.42'
C162	314.00'	011°02'45"	S12°12'55"W	60.44'	60.53'
C163	314.00'	010°17'59"	S07°35'53"E	56.37'	56.45'
C164	148.00'	024°29'49"	S13°55'21"W	62.80'	63.28'
C165	202.00'	040°18'39"	S06°00'56"W	139.21'	142.12'
C166	148.00'	001°59'44"	S00°40'35"W	5.15'	5.16'
C167	530.00'	002°42'42"	N87°34'03"E	25.08'	25.08'
C170	140.00'	054°22'52"	N59°52'02"E	127.95'	132.88'
C171	300.00'	016°10'24"	N24°35'24"E	84.40'	84.68'
C172	300.00'	007°23'02"	N12°48'41"E	38.64'	38.66'
C173	260.00'	009°49'48"	N07°49'59"W	44.55'	44.61'
C174	260.00'	016°46'30"	N05°28'10"E	75.85'	76.12'
C175	260.00'	015°12'40"	N21°27'45"E	68.82'	69.03'
C176	260.00'	015°12'40"	N36°40'25"E	68.82'	69.03'
C177	260.00'	013°33'34"	N51°03'33"E	61.39'	61.53'
C178	202.00'	011°53'12"	N51°53'44"E	41.83'	41.91'
C179	202.00'	008°32'27"	N41°40'54"E	30.08'	30.11'
C180	202.00'	013°10'43"	N30°49'19"E	46.36'	46.46'
C181	202.00'	012°56'06"	N17°45'54"E	45.51'	45.60'
C182	202.00'	011°35'41"	N05°30'01"E	40.81'	40.88'
C183	202.00'	004°52'35"	N20°44'07"W	17.19'	17.19'
C184	202.00'	012°47'28"	N11°34'08"W	45.00'	45.09'
C185	202.00'	012°47'26"	N24°21'33"W	45.00'	45.09'
C186	202.00'	012°47'26"	N37°08'59"W	45.00'	45.09'
C187	202.00'	012°47'26"	N49°56'25"W	45.00'	45.09'
C188	202.00'	010°18'16"	N61°29'15"W	36.28'	36.33'
C189	314.00'	009°08'26"	S02°07'20"W	50.04'	50.09'
C190	202.00'	008°32'27"	S43°19'43"W	30.08'	30.11'
C242	148.00'	000°45'39"	S25°47'27"W	1.96'	1.96'
C243	57.00'	022°57'58"	N27°15'37"E	22.69'	22.88'

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
64.036 ACRES - 125 LOTS - 23 TRACTS
FP-22-021



RESOLUTION NO. 23-31

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR COTTONWOOD HOLLOW FILING NO. 4A; AUTHORIZING A SUBDIVISION AGREEMENT PERTAINING TO THE COTTONWOOD HOLLOW FILING NO. 4A SUBDIVISION

WHEREAS, Cottonwood Colorado Residential, LLC and Cottonwood Residential V, LLC, (“Applicants”), as owners of certain real property located within the Town of Firestone, Colorado (the “Property”), have submitted a proposed final plat for the Property, entitled “Cottonwood Hollow Filing No. 4A” (the “Final Plat”), attached hereto as **Exhibit A**, and a proposed Subdivision Agreement for the Property, attached hereto as **Exhibit B**; and

WHEREAS, the Firestone Planning and Zoning Commission, after conducting a public hearing on the Final Plat on March 16, 2023, rendered a decision recommending approval of the Final Plat with seven (7) conditions as more fully set forth in PC-23-04, dated March 16, 2023; and

WHEREAS, after reviewing the decision of the Planning and Zoning Commission, and after considering the testimony, evidence and argument presented at the Board of Trustees public hearing, the Board of Trustees finds the proposed Final Plat to be in substantial compliance with the technical requirements of the Town of Firestone Development Code.

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

Section 1. The Board of Trustees acknowledges the Planning and Zoning Commission’s findings of fact in this case, as detailed in Resolution PC-23-04.

Section 2. The above Recitals and Findings of the Board of Trustees are hereby incorporated into this resolution.

Section 3. The Board of Trustees hereby approves the final plat for Cottonwood Hollow Filing No. 4A, attached hereto as **Exhibit A** and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

- (a) All remaining technical corrections to the Cottonwood Hollow Filing No. 4A final plat and construction drawings requested by Town staff shall be made to the Town staff’s satisfaction.
- (b) Prior to commencement of construction, Final Construction Plans shall be approved by the Town.
- (c) Prior to recordation of the final plat, a Phase III Drainage Report shall be approved by the Town.

(d) Prior to recordation of the final plat, the Sable Avenue Construction Plans shall be approved by the Town.

(e) Prior to recordation of the final plat, all agreements and easements with the Godding Ditch Company shall be fully executed.

(f) The Town and the Applicant shall execute a subdivision agreement, in a form to be approved by the Town Attorney.

(g) Prior to recordation of the final plat, a Traffic Report shall be approved by the Town.

Section 4. The dedication of all easements and all other places designated for public use as shown upon the plat Cottonwood Hollow Filing No. 4A is hereby accepted by the Town of Firestone, subject however, to the following conditions:

(a) that acceptance in no way obligates the Town of Firestone for the financing, construction, or maintenance of public improvements within such easements or other places designated for public use; and

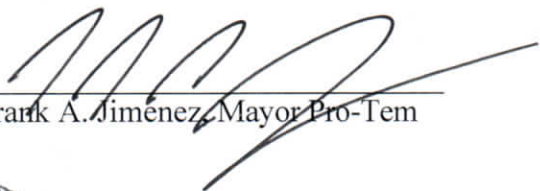
(b) that the Town shall not undertake maintenance of any easement or other place designated for public use until after construction of all necessary public improvements has been satisfactorily completed by the land owner and accepted in writing by the Town of Firestone.

Section 5. The Mayor and Town Clerk are hereby authorized and directed to certify upon the final subdivision plat the Town's approval and acceptance thereof. The Town Clerk is hereby authorized and directed to file the subdivision plat with Weld County Clerk and Recorder's office upon fulfillment of all conditions as indicated herein.

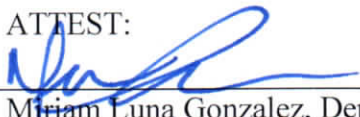
Section 6. The Subdivision Agreement between the Town of Firestone and Applicant is hereby approved in the form substantially similar to the form attached hereto as **Exhibit B**. The Mayor is authorized to execute the Subdivision Agreement on behalf of the Town.

Section 7. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Cottonwood Hollow Filing No. 4A final plat shall be null and void if the conditions set forth in Section 3 are not complied with within one hundred and eighty (180) days of the date of this Resolution.

PASSED AND ADOPTED this 22 day of March, 2023.


Frank A. Jimenez, Mayor Pro-Tem

ATTEST:


Miriam Luna Gonzalez, Deputy Town Clerk

APPROVED AS TO FORM:


William P. Hayashi, Town Attorney



EXHIBIT A
Cottonwood Hollow Filing No. 4A
Final Plat

EXHIBIT B
Cottonwood Hollow Filing No. 4A – Subdivision
Agreement

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.n

Discussion/Action

Meeting Date: December 18, 2024

Initiated By:

Department: Town Clerk

AGENDA ITEM

Resolution 24-132: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PRESCRIBING THE TOWN OF FIRESTONE'S WATER BASE RATE CHARGES

RECOMMENDATION

Staff recommends approval of Resolution 24-132.

SUMMARY

The water base rate charges listed in Resolution 24-105, approved on November 13, 2024, were inaccurate. This resolution includes the corrected water base rate charges as determined by the 2023 water rate study conducted by Raftelis.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Uphold Fiscal Integrity

ATTACHMENTS

1. Res No 24-132 A RESOLUTION PRESCRIBING WATER RATES

RESOLUTION NO. 24-132

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO,
PRESCRIBING THE TOWN OF FIRESTONE’S WATER BASE RATE CHARGES**

WHEREAS, upon completion of the determination of the Town of Firestone’s (“Town”) water capital needs and operational costs the Town established water base rate charges which were set forth in Resolution No. 24-105; and

WHEREAS, the Base Rate charges will be increased an additional 4% based upon the water rate study done by Raftelis in 2023; and

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

Section 1. Water base rate charges. The following monthly rates and charges shall be imposed for water received from the Town of Firestone water system:

Meter Size	Residential Base Rate Charge	Non-Residential Base Rate Charge*	Water Included in Rate (Gallons)
5/8”	\$ 40.98	\$ 40.98	-0-
3/4”	62.83	62.83	-0-
1”	103.77	103.77	-0-
1-1/2”	204.80	204.80	-0-
2”	330.42	330.42	-0-
3”	-	617.14	-0-
6”	-	2,440.15	-0-

*Non-Residential accounts include Commercial, Industrial, Irrigation, Mobile Home Parks and Multi-Family

Section 2. This Resolution shall take effect on January 1, 2025 and at such date all other resolutions establishing the Town’s water base rate charges set forth herein shall be repealed in their entirety.

INTRODUCED, READ AND ADOPTED this 18th day of December, 2024.

TOWN OF FIRESTONE, COLORADO

ATTEST:

Missy Carranco, Deputy Town Clerk

Don Conyac Jr., Mayor

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.o

Discussion/Action

Meeting Date: December 18, 2024

Initiated By:

Department: Administration

AGENDA ITEM

Firestone Day at the Capital

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:

ATTACHMENTS

None

Payroll Board Report - October 2024

Gross Earnings	Hours/Units	Amount	% of Co	Voluntary Deductions	Amount	Employee Taxes	Amount	
Regular	16,390.50	732,334.54	100.00%	GARNISHMENT % 1 - MED	313.80	Federal W/H	73,530.74	
Overtime	297.00	19,164.86	100.00%	Accident Insurance	1,393.98	Medicare	12,275.94	
2023 Personal Day	59.25	3,318.84	100.00%	Critical Illness Spouse	533.10	Colorado State W/H	30,408.00	
Bereavement	30.00	1,493.40	100.00%	Critical Illness Employee Only	968.50		116,214.68	
Call Out	6.00	232.22	100.00%	Equipment	405.48			
Contract Paid Time Off	71.50	4,209.66	100.00%	FPPA - 457 Amount	300.00	Employer Taxes	Amount	% of Co
Extended Illness Bank	40.00	3,139.43	100.00%	FPPA - 457 Percentage	1,031.63	Employer Medicare	12,275.95	100.00%
Extended Paid Leave	119.50	6,869.86	100.00%	FPPA - Police Pension	28,693.16	CO SUI	110.13	100.00%
Holiday Time Off 10	239.75	10,353.74	100.00%	FPPA ROTH 457	850.00		12,386.08	100.00%
PD Shift Supervisor	23.00	1,717.41	100.00%	FSA Dependent Care Amount	3,409.96			
PTO STD	51.62	3,451.84	100.00%	Flexible Spend Account Medical	4,245.36	Employer Match	Amount	% of Co
Paid Time Off	1,980.74	93,046.67	100.00%	Health Savings Account	20,313.52	ER PERA MATCH	91,586.56	100.00%
Police Security Events	21.50	1,612.50	100.00%	Hospital Insurance Employee On	1,320.74	FPPA Employer Contribution	23,873.80	100.00%
Time Off in Lieu	36.26	1,187.22	100.00%	Limited Purpose Flexible Spend	48.34	Mission Square 457 pretax ERD	2,042.07	100.00%
Time-Off In Lieu	-20.75	-943.27	100.00%	Medical HSA Choice	7,110.76		117,502.43	100.00%
Unpaid Leave	-	-	-	Medical OAP	8,386.54			
Volunteer Time Off	42.75	1,964.18	100.00%	Mission Square - 401a Amount	150.00	Memo Deductions	Amount	
CELL PHONE STIPEN	-	300.00	100.00%	Mission Square - 457b %	262.23	Basic Life AD&D - ER Paid	2,340.59	
Employee Lifestyle Reimb	-	1,540.34	100.00%	Mission Square - 457b Amount	150.00	Dental Employer Contribution	9,902.54	
Mayor/Trustee	-	2,150.00	100.00%	Mission Square - Roth IRA %	917.79	HSA Employer Contribution	3,975.00	
Retro Pay	-	2,229.40	100.00%	Norton LifeLock Essential	242.80	Long Term Disability ER Paid	2,049.04	
	19,388.62	889,372.84	100.00%	Norton LifeLock Premier	449.78	Medical Base ER Contribution	46,713.34	
				PERA	55,387.87	Medical HSA Choice ER Contrib	52,144.92	
				PERA - 401K Roth Amount	500.00	Medical OAP Employer Contrib	47,525.08	
				PERA - 401K Amount	2,040.00	Pension Death and Disability	8,313.90	
				PERA - 401K Percentage	454.08	Short Term Disability ER Paid	2,636.85	
				PERA - 457 AMOUNT	880.00	Vision Employer Contribution	1,815.76	
				PERA - 457 PERCENTAGE	2,036.56		177,417.02	
				PERA - 457 ROTH AMOUNT	818.00			
				PERA - 457 ROTH PERCENTAG	557.08	Net Pay	626,905.58	
				PERA Life Insurance	108.50			
				Voluntary Life and AD&D Child	64.00			
				Voluntary Life and AD&D Employ	1,516.70			
				Voluntary Life and AD&D Spouse	392.32			
					146,252.58			

Name	Total Paid
Total 120 WATER AUDIT INC:	20,813.90
Total 21st Century Equipment LLC:	5,132.88
Total 24/7 Networks, Inc.:	24,269.27
Total A NEW VIEW PAINTING, LLC:	1,930.00
Total ACCESS/ADAMS DATA MANAGEMENT, LLC:	613.85
Total ACE HARDWARE OF FIRESTONE:	6.99
Total ADAMSON POLICE PRODUCTS:	96.20
Total AIMS LOCAL COLLEGE DISTRICT:	120.00
Total AIRGAS INC:	354.85
Total Altitude Recreation Inc:	10,119.00
Total AMAZON CAPITAL SERVICES:	3,221.57
Total ANGEL ARMOR, LLC:	1,086.78
Total Arrakeen Resource LTD CO:	6,845.00
Total AXON ENTERPRISE INC:	49,919.94
Total B K TIRE, INC:	3,275.46
Total BC INTERIORS:	2,567.35
Total BINFORD SUPPLY LLC:	1,018.46
Total Black Hills Energy:	1,083.81
Total BOHANNAN HUSTON INC:	14,343.95
Total BRANNAN SAND & GRAVEL CO llc:	38,647.02
Total BUTLER SNOW LLP:	3,092.50
Total C & W TRUCK AND TRAILER, LLC:	402.17
Total CARBON VALLEY HELP CENTER:	2,500.00
Total CARBON VALLEY RECREATION DISTRICT-FURA:	26.19
Total CASI - Asphalt:	1,092.20
Total CELEGANS LABS INC:	16,633.51
Total CENTRAL STATES HOSE INC:	241.18
Total CENTRAL WELD COUNTY WATER DISTRICT:	33.12
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	351,004.49
Total CENTURY LINK:	780.76
Total CHECK-IT CODE CONSULTING LLC:	14,046.73
Total CHRISTMAS DESIGNERS.COM LLC:	3,200.00
Total CIGNA HEALTH & LIFE INSURANCE CO:	169,421.54
Total CINTAS FIRST AID & SAFETY:	221.70
Total CITY OF LOVELAND:	300.00
Total COLORADO ASSOCIATION OF CHEIFS OF POLICE:	612.50
Total COLORADO CIVIL GROUP INC.:	20,927.80
Total COLORADO DEPARTMENT OF THE TREASURY:	1,399.20
Total COLORADO DEPT.OF PUBLIC HEALTH & ENVIRON:	1,053.00

Name	Total Paid
Total COLORADO JUMPS DBA AIRBOUND:	4,202.50
Total COLORADO MATERIALS, INC:	2,364.00
Total CONCENTRA MEDICAL CENTERS:	348.00
Total Craneworks Inc:	11,741.59
Total DANA KEPNER COMPANY INC.:	23,323.31
Total DataShield Corporation:	51.75
Total DBC IRRIGATION SUPPLY:	5,812.56
Total DEFALCO CONSTRUCTION:	388,481.88
Total DELTA DENTAL OF COLORADO, INC:	9,882.65
Total DIGITAL DATA SERVICES, INC:	450.00
Total DITESCO LLC:	24,654.48
Total ELEVATED CLOUD SERVICES LLC:	17,595.75
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	2,093.18
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	45,949.36
Total FACTORY MOTOR PARTS CO.:	357.65
Total FIT FOR YOU LLC:	225.00
Total FLEXX PRODUCTIONS LLC:	1,371.39
Total FORESTRY SUPPLIERS INC:	277.02
Total FREDERICK-FIRESTONE FIRE-FURA:	97.42
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	646.80
Total FRONTIER BUSINESS PRODUCTS:	346.69
Total FRONTIER FIRE PROTECTION LLC:	44,541.70
Total FUZION FIELD SERVICES LLC:	5,942.43
Total GRAINGER:	819.56
Total GRAVES CONSULTING LLC:	2,400.00
Total GREEN GIRL RECYCLING SERVICES:	195.00
Total GROUND ENGINEERING CONSULTANTS, INC:	1,742.50
Total HARDLINE EQUIPMENT LLC:	687.35
Total HAYASHI & MACSALKA, LLC:	17,741.50
Total High Plains Library District - FURA:	27.25
Total Hummel Flooring LLC:	1,875.00
Total INTERSTATE BATTERY OF THE ROCKIES:	666.85
Total JONES, STEPHEN:	1,500.00
Total JOSHUA BOBB:	750.00
Total KIMBALL MIDWEST:	2,225.54
Total KINSCO, LLC:	204.98
Total L G EVERIST INC:	333.93
Total L. L. JOHNSON DISTRIBUTING CO.:	1,440.39
Total LANGUAGELINE SOLUTIONS:	51.86

Name	Total Paid
Total LAST CHANCE DITCH COMPANY:	.00
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	54,008.53
Total LEONARD RICE ENGINEERS, INC:	61,534.00
Total LEXISNEXIS RISK SOLUTIONS:	845.25
Total Liliana Mercado:	220.00
Total LITTLE THOMPSON WATER DISTRICT:	2,608.27
Total MAC EQUIPMENT INC LONGMONT:	4,272.01
Total MAIN STREET MAT COMPANY, INC:	719.90
Total MARTIN MARIETTA MATERIALS INC:	1,320.67
Total MCCANDLESS TRUCK CENTER, LLC:	241.86
Total MCGRANE WATER ENGINEERING, LLC:	9,993.75
Total Mike Maroone Chevrolet GMC Longmont:	54.37
Total MISC VENDOR:	8,937.17
Total MORGAN STANLEY SMITH BARNEY LLC:	6,168.02
Total MTECH MECHANICAL TECHNOLOGIES GROUP:	6,716.42
Total MUTUAL OF OMAHA INSURANCE CO:	8,952.79
Total Northern Colorado Water Cons. Dist.-FURA:	11.19
Total Northstar Concrete Inc:	171,494.48
Total O.J. WATSON COMPANY, INC.:	368.92
Total ODP BUSINESS SOLUTIONS LLC:	237.48
Total O'REILLY AUTO PARTS:	1,356.04
Total ORKIN PEST CONTROL, INC:	96.99
Total P3 Advisors LLC:	55,022.15
Total PINNACOL ASSURANCE:	15,919.66
Total PIONEER ATHLETICS:	3,817.06
Total PIRTEK NOCO:	938.82
Total POO FREE PARKS:	1,549.80
Total PRAIRIE MOUNTAIN PUBLISHING:	92.80
Total PUREWATER DYNAMICS, INC:	714.13
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	115.56
Total RESOURCE CENTRAL:	337.50
Total RESTITUTION / COURT REFUNDS:	1,691.76
Total REXEL USA, INC:	234.79
Total ROAD SAFE TRAFFIC SYSTEMS:	299.07
Total SGR:	5,521.67
Total Short-Elliott-Hendrickson Inc:	34,842.16
Total SKYVIEW MEADOWS METRO DIST:	312.75
Total ST VRAIN & LEFT HAND WATER CONSERVANCY:	5.99
Total ST VRAIN VALLEY SCHOOL DIST RE-1J:	359.66

Name	Total Paid
Total ST VRAIN WATER AUTHORITY:	95,888.13
Total ST. VRAIN LAKES METRO DISTRICT #2 - FURA:	351.51
Total STEVE BALCEROVICH:	5,000.00
Total SUMMIT DATA PROTECTION LLC:	21,330.00
Total TARGET SPECIALTY PRODUCTS:	932.52
Total THE TREE FARM:	5,678.66
Total TIMBER LINE ELECTRIC & CONTROL CORP:	14,332.40
Total TIMBERLAN, INC:	60,200.00
Total TRAFFIC SIGNAL CONTROLS, INC:	112,475.00
Total TRIDENT SECURITY SYSTEMS INC:	360.00
Total UME CUSTOM EMBROIDERY:	3,601.99
Total UNIVERSITY AUTO PARTS, INC:	2,873.38
Total UTILITY NOTIFICATION CENTER OF COLORADO:	1,292.58
Total Verizon Connect NWF INC:	322.73
Total VIA MOBILITY SERVICES:	5,940.00
Total VISION SERVICE PLAN - VSP:	1,831.95
Total WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ:	174.00
Total WAGNER WELDING SUPPLY CO.:	18.91
Total WELD COUNTY ACCOUNTING DEPT.-FURA:	35.57
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	4,844.00
Total WELD COUNTY SHERIFFS OFFICE:	231.48
Total WESTWATER RESEARCH, LLC:	10,000.00
Total WHITESIDE'S BOOTS & CLOTHING-3, GREELEY:	288.96
Total WICKHAM TRACTOR CO, Inc:	1,589.86
Total Widner Juran LLP:	7,497.67
Total WROBOTRONIC ENTERTAINMENT:	575.00
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	3,338.86
Grand Totals:	2,218,812.29

Name	Total Paid
MISC VENDOR	
Total Coffman Development Group:	1,500.00
Total Toll Brothers:	4,837.17
Total Zachery Enterprises LLC:	2,600.00
Grand Totals:	8,937.17

Payroll Board Report - November 2024

Gross Earnings				Voluntary Deductions		Employee Taxes			
	Hours/Units	Amount	% of Co		Amount		Amount		
Regular	16,362.75	734,726.47	100.00%	GARNISHMENT % 1 - MED	770.62	Federal W/H	77,893.06		
Overtime	539.50	32,279.36	100.00%	Accident Insurance	1,470.32	Medicare	12,830.59		
2023 Personal Day	48.00	1,813.14	100.00%	Critical Illness Spouse	555.30	Colorado State W/H	31,741.00		
2023 Personal Day 10	20.00	861.20	100.00%	Critical Illness Employee Only	988.20		122,464.65		
Call Out	8.00	362.00	100.00%	Equipment	332.27				
Comp Time Used	-	-	-	FPPA - 457 Amount	300.00	Employer Taxes	Amount	% of Co	
Contract Paid Time Off	8.00	495.77	100.00%	FPPA - 457 Percentage	1,036.02	Employer Medicare	12,774.80	100.00%	
Extended Paid Leave	149.46	5,915.84	100.00%	FPPA - Police Pension	29,102.91	CO SUI	133.26	100.00%	
FTO Pay	14.00	696.92	100.00%	FPPA ROTH 457	850.00		12,908.06	100.00%	
Holiday Time Off	759.25	33,411.53	100.00%	FSA Dependent Care Amount	3,409.96				
Holiday Time Off 10	211.75	10,748.43	100.00%	Flexible Spend Account Medical	4,295.36	Employer Match	Amount	% of Co	
Holiday Worked	142.25	10,422.09	100.00%	Health Savings Account	20,296.85	ER PERA MATCH	95,288.01	100.00%	
Jury Duty Leave	4.00	199.12	100.00%	Hospital Insurance Employee On	1,411.26	FPPA Employer Contribution	24,215.26	100.00%	
PD Shift Supervisor	26.00	1,941.42	100.00%	Limited Purpose Flexible Spend	48.34	Mission Square 457 pretax ERD	2,042.07	100.00%	
PTO STD	152.46	9,179.83	100.00%	Medical HSA Choice	7,358.86		121,545.34	100.00%	
Paid Time Off	1,473.62	68,592.74	100.00%	Medical OAP	8,935.88				
Paid Time Off Payout	258.77	8,650.68	100.00%	Mission Square - 401a Amount	150.00	Memo Deductions	Amount		
Police Security Events	16.00	1,200.00	100.00%	Mission Square - 457b %	262.23	Basic Life AD&D - ER Paid	2,371.88		
Time Off in Lieu	70.38	2,278.70	100.00%	Mission Square - 457b Amount	150.00	Dental Employer Contribution	10,179.98		
Time-Off In Lieu	-70.25	-3,374.74	100.00%	Mission Square - Roth IRA %	917.79	HSA Employer Contribution	4,325.00		
Unpaid Leave	8.00	-	-	Norton LifeLock Essential	242.80	Long Term Disability ER Paid	2,077.99		
Volunteer Time Off	5.00	365.99	100.00%	Norton LifeLock Premier	449.78	Medical Base ER Contribution	46,198.26		
CELL PHONE STIPEN	-	300.00	100.00%	PERA	57,641.76	Medical HSA Choice ER Contrib	53,964.34		
Employee Lifestyle Reimb	-	513.45	100.00%	PERA - 401K Roth Amount	500.00	Medical OAP Employer Contrib	50,638.06		
Mayor/Trustee	-	2,150.00	100.00%	PERA - 401K Amount	2,040.00	Pension Death and Disability	8,503.76		
Retro Pay	-	882.61	100.00%	PERA - 401K Percentage	473.03	Short Term Disability ER Paid	2,673.54		
	20,206.94	924,612.55	100.00%	PERA - 457 AMOUNT	880.00	Vision Employer Contribution	1,865.76		
				PERA - 457 PERCENTAGE	2,036.56		182,798.57		
				PERA - 457 ROTH AMOUNT	818.00				
				PERA - 457 ROTH PERCENTAG	557.08	Net Pay	651,825.50		
				PERA Life Insurance	93.00				
				Voluntary Life and AD&D Employ	1,546.50				
				Voluntary Life and AD&D Spouse	401.72				
					150,322.40				

Name	Total Paid
Total 21st Century Equipment LLC:	31,020.48
Total 4 RIVERS EQUIPMENT, LLC:	1,312.39
Total ABS CONCRETE INC:	25,312.82
Total ADAMSON POLICE PRODUCTS:	13,539.31
Total AIRGAS INC:	180.72
Total AMAZON CAPITAL SERVICES:	3,408.92
Total AMERICAN CONSERVATION & BILLING SOLUTION:	400.00
Total AMERICAN PUBLIC WORKS ASSOCIATION:	1,591.00
Total ANGEL ARMOR, LLC:	3,928.82
Total ARKANSAS VALLEY SEED INC:	2,634.00
Total AUSMUS LAW FIRM, P.C.:	2,400.00
Total AWP Inc:	6,104.65
Total B K TIRE, INC:	630.12
Total BAREFOOT RESIDENTIAL LLC:	194.57
Total BC INTERIORS:	3,207.70
Total BECKER SAFETY AND SUPPLY:	3,150.00
Total Black Hills Energy:	3,626.03
Total BOBCAT OF THE ROCKIES:	3,520.95
Total BOHANNAN HUSTON INC:	12,525.05
Total Brothers Redevelopment Inc:	78,017.80
Total BUCKEY INTERNATIONAL INC:	1,161.30
Total CARBON VALLEY CHAMBER OF COMMERCE:	1,100.00
Total CARBON VALLEY RECREATION DISTRICT-FURA:	31.48
Total CELEGANS LABS INC:	22,286.98
Total CENTRAL WELD COUNTY WATER DISTRICT:	33.12
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	378,236.61
Total CENTURY LINK:	931.82
Total CERTIFIED LABORATORIES:	3,606.95
Total CHASE PAYMENTNET:	197,540.77
Total CHECK-IT CODE CONSULTING LLC:	11,000.28
Total CHURCHICH RECREATION, LLC:	14,253.80
Total CIGNA HEALTH & LIFE INSURANCE CO:	172,945.26
Total CINTAS FIRST AID & SAFETY:	813.28
Total CIVIC PLUS, INC:	21,291.20
Total COLORADO ASSOCIATION OF CHEIFS OF POLICE:	612.50
Total COLORADO CIVIL GROUP INC.:	30,151.08
Total COLORADO MATERIALS, INC:	6,991.25
Total Colorado Trailers Direct:	8,295.00
Total CONCENTRA MEDICAL CENTERS:	115.00

Name	Total Paid
Total DANA KEPNER COMPANY INC.:	65,076.90
Total DataShield Corporation:	103.50
Total DBC IRRIGATION SUPPLY:	1,715.88
Total DEFALCO CONSTRUCTION:	311,827.70
Total DELTA DENTAL OF COLORADO, INC:	10,476.44
Total DITESCO LLC:	39,317.37
Total ELEVATED CLOUD SERVICES LLC:	3,200.00
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	3,210.22
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	45,851.94
Total ENVIROTECH SERVICES INC.:	5,683.86
Total FACTORY MOTOR PARTS CO.:	340.86
Total FASTENAL COMPANY:	6.88
Total FIRST AMERICAN TITLE CO:	33.28
Total FIT FOR YOU LLC:	313.00
Total FLEXX PRODUCTIONS LLC:	601.39
Total FRANCE PUBLICATIONS, INC:	1,700.00
Total FREDERICK - FIRESTONE FIRE PROTECTION:	165.00
Total FREDERICK-FIRESTONE FIRE-FURA:	107.49
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	518.45
Total FRONTIER BUSINESS PRODUCTS:	2,780.56
Total FRONTIER FIRE PROTECTION LLC:	839.80
Total FUZION FIELD SERVICES LLC:	9,349.73
Total G & G EQUIPMENT INC:	2,415.84
Total Gen Digital Inc:	1,344.86
Total GENERAC POWER SYSTEMS INC:	11,686.50
Total GOLF & SPORT SOLUTIONS:	7,279.58
Total GRAINGER:	1,121.90
Total GRAVES CONSULTING LLC:	2,400.00
Total GREEN GIRL RECYCLING SERVICES:	240.00
Total GREEN MILL SPORTSMAN'S CLUB, INC:	500.00
Total GROUND ENGINEERING CONSULTANTS, INC:	3,266.75
Total HAYASHI & MACSALKA, LLC:	8,861.50
Total HERITAGE TITLE - TUFTS:	101.62
Total High Plains Library District - FURA:	22.72
Total HUBCOM INC:	11,505.00
Total INTERSTATE BATTERY OF THE ROCKIES:	623.80
Total INTERSTATE FORD:	23.80
Total IRRIGATION ASSOCIATION:	515.00
Total J & A TRAFFIC PRODUCTS LLC:	3,856.00

Name	Total Paid
Total Jack Clancy Associates:	10,750.00
Total JK Wash Enterprises LLC:	1,465.00
Total JONES, STEPHEN:	3,000.00
Total KG CLEAN INC:	13,353.28
Total Kimley-Horn and Associates Inc:	20,788.55
Total KINSCO, LLC:	2,869.48
Total KMML Consulting LLC:	525.45
Total L G EVERIST INC:	331.56
Total L. L. JOHNSON DISTRIBUTING CO.:	1,897.74
Total LAND TITLE-DENVER-2:	200.41
Total LAND TITLE-FT COLLINS:	17.17
Total LANGUAGELINE SOLUTIONS:	89.99
Total LARRY'S MOBILE WELDING INC:	2,460.00
Total LAST CHANCE DITCH COMPANY:	.00
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	40,168.49
Total LEADSONLINE LLC:	3,106.00
Total LENNAR COLORADO:	738.40
Total LEONARD RICE ENGINEERS, INC:	37,720.44
Total LEXISNEXIS RISK SOLUTIONS:	845.25
Total LIFE STORIES:	300.00
Total Liliana Mercado:	440.00
Total LITTLE THOMPSON WATER DISTRICT:	2,405.34
Total Longmont Digital Printing:	88.00
Total LONGMONT HUMANE SOCIETY:	6,663.98
Total MAIN STREET MAT COMPANY, INC:	1,079.85
Total MAZZELLA DENVER WIRE ROPE:	1,783.88
Total MCCANDLESS TRUCK CENTER, LLC:	1,822.83
Total MCGRANE WATER ENGINEERING, LLC:	15,662.50
Total METRO PAVERS INC:	38,840.14
Total Mike Maroone Chevrolet GMC Longmont:	115.84
Total MILE HIGH SHOOTING ACCESSORIES LLC:	115.96
Total MINDSHARE HDV, LLC:	6,300.00
Total Minuteman Press Boulder:	936.71
Total MISC VENDOR:	54,479.09
Total Miss Joanie Drama LLC:	1,200.00
Total Modern Farm Equipment Corp:	96,500.00
Total MTECH MECHANICAL TECHNOLOGIES GROUP:	1,442.50
Total MUTUAL OF OMAHA INSURANCE CO:	18,359.94
Total National Valuation Consultants Inc:	6,250.00

Name	Total Paid
Total NEW COAL RIDGE DITCH COMPANY:	4,418.00
Total NEW CONSOLIDATED LOWER BOULDER RESERVOIR:	1,328.17
Total Northstar Concrete Inc:	9,026.02
Total Nutrien Ag Solutions Inc:	2,168.00
Total Oak Meadows Owners Association:	2,178.90
Total ODP BUSINESS SOLUTIONS LLC:	292.22
Total OLDCASTLE INFRASTRUCTURE:	2,806.00
Total O'REILLY AUTO PARTS:	1,674.43
Total ORKIN PEST CONTROL, INC:	193.98
Total PINNACOL ASSURANCE:	9,569.00
Total PIONEER ATHLETICS:	2,999.22
Total Print Experts:	6,580.52
Total Professional Leverage Inc:	1,450.00
Total PUREWATER DYNAMICS, INC:	1,335.33
Total QUADIENT LEASING USA INC:	1,292.15
Total QUICK-SET AUTO GLASS:	965.00
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	115.56
Total Red Flag Reporting:	725.00
Total RED WING SHOE STORE:	1,166.43
Total RESTITUTION / COURT REFUNDS:	2,678.56
Total REXEL USA, INC:	113.08
Total ROAD SAFE TRAFFIC SYSTEMS:	4,564.19
Total Rocket Whale Products LLC:	2,000.00
Total ROCKY MOUNTAIN RESERVE LLC:	925.75
Total SAFETY AND CONSTRUCTION SUPPLY INC:	4,502.79
Total Sa-So:	702.98
Total SHERWIN WILLIAMS CO.:	19.89
Total Short-Elliott-Hendrickson Inc:	22,197.33
Total Southwest JCB Inc:	546.25
Total ST VRAIN SANITATION DISTRICT:	75.00
Total ST VRAIN VALLEY SCHOOL DIST RE-1J:	229.25
Total ST VRAIN WATER AUTHORITY:	44,193.29
Total ST. VRAIN LAKES METRO DISTRICT #2 - FURA:	585.84
Total STEVE BALCEROVICH:	2,500.00
Total Sturgeon Electric Company:	52,965.76
Total TARGET SPECIALTY PRODUCTS:	80.88
Total THE TREE FARM:	6,591.49
Total TIMBER LINE ELECTRIC & CONTROL CORP:	2,868.75
Total TIMBERLAN, INC:	13,700.00

Name	Total Paid
Total TIMECLOCK PLUS LLC:	2,400.00
Total Timothy Miller:	580.00
Total Toilet Rebates:	75.00
Total TRAFFIC SIGNAL CONTROLS, INC:	545.00
Total TRIDENT SECURITY SYSTEMS INC:	630.00
Total TWOPENNY PRODUCTIONS LLC:	190.00
Total UMB BANK, NA:	2,500.00
Total UME CUSTOM EMBROIDERY:	2,170.50
Total United Rentals (North America) Inc:	4,210.05
Total UNITED SITE SERVICES OF COLORADO:	1,160.00
Total UNIVERSITY AUTO PARTS, INC:	18,298.79
Total UTILITY NOTIFICATION CENTER OF COLORADO:	994.59
Total UTILITY REFUNDS -1:	585.48
Total VALLI INFORMATION SYSTEMS:	6,480.18
Total VANCE BROTHERS LLC:	74,985.50
Total VELOCITY POWER LLC:	1,211.00
Total Verizon Connect NWF INC:	322.73
Total VIA MOBILITY SERVICES:	12,384.00
Total VISION SERVICE PLAN - VSP:	3,755.32
Total WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ:	638.00
Total WAGNER EQUIPMENT CO.:	5,915.59
Total WAGNER WELDING SUPPLY CO.:	9.61
Total WELD COUNTY ACCOUNTING DEPT.-FURA:	42.75
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	1,718.50
Total WELD COUNTY INFORMATION TECHNOLOGY:	14,394.72
Total WELD COUNTY SHERIFFS OFFICE:	154.32
Total WESTWATER RESEARCH, LLC:	10,000.00
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	579.96
Total WICKHAM TRACTOR CO, Inc:	2,127.89
Total Widner Juran LLP:	10,979.54
Total Winter Equipment Company Inc:	1,555.27
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	464.54
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	3,358.99
Grand Totals:	2,419,944.73

Name	Total Paid
MISC VENDOR	
Total AMAZING GATES OF COLORADO:	2,623.06
Total Dorsey & Whitney LLC:	50.00
Total Firestone Venture LLC:	3,795.00
Total Gary Douglas:	484.15
Total ION DEVELOPER LLC:	259.38
Total Kari McCool:	500.00
Total Karole Killian:	20.00
Total Roberts Excavation Corporation:	46,747.50
Grand Totals:	54,479.09