



BOARD OF TRUSTEES
REGULAR MEETING AGENDA

June 27, 2018
7:00 PM
151 Grant Avenue
Firestone, CO 80520

- 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**
 - 5.a.** 061318 BOT Regular Meeting Minutes
 - 5.b.** Approval of June 27, 2018 Accounts Payable
 - 5.c.** McClure Avenue Extension Construction - Payment Application No.5
 - 5.d.** 2018 Weld County Regional Communications User Agreement & Radio Equipment Service Agreement
- 6. Public Hearing**
 - 6.a.** Proposed Final Plat for High Plains Marketplace < Replat No. 1 and Final Development Plan for King Soopers Fuel Center #105
- 7. Discussion/Action**
 - 7.a.** **Ordinance 937:** AN ORDINANCE APPROVING AN AGREEMENT FOR THE SALE AND PURCHASE OF WINDY GAP UNITS
 - 7.b.** **Ordinance 938:** AN ORDINANCE APPROVING THE VACATION OF AN EMERGENCY ACCESS EASEMENT WITHIN THE TOWN OF FIRESTONE
 - 7.c.** Overlay Colorado Blvd from WCR 26 to Mountain Shadows Blvd
- 8. Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)

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

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Manager's Office at 303-833-3291 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

9. Reports

9.a. Staff

9.a. Quasi Judicial Training - Sam Light

9.a. Town Manager Hiring Process

9.a. CML Dist 2 Meeting

9.b. Mayor

9.c. Trustees

9.d. Committee Updates

10. Adjournment

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

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Manager's Office at 303-833-3291 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
June 13, 2018

1. CALL TO ORDER & ROLL CALL

The Board of Trustees of the Town of Firestone met for a Regular Meeting on June 13, 2018, at the Town Hall, 151 Grant Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:05 p.m.

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar

Mayor Pro-tem: Drew Peterson

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

Staff: **Present:** Nick Cotton-Baez, Town Attorney; Theo Abkes, Director of Public Works; Dave Lindsay; Engineer; Marjorie Wickham, Deputy Director of Finance; David Montgomery, Police Chief; & Leah Vanarsdall, Town Clerk; Becky Schol, Communications Specialist; Julie Pasillas, Director of Community Resources; A. J. Krieger, Interim Town Manager

2. PLEDGE OF ALLEGIANCE

Mayor Sindelar led the Pledge of Allegiance.

3. APPROVAL OF AGENDA

Motion by Trustee Heath, **second** by Mayor Pro-tem Peterson, to approve the Agenda. All in Favor, **Motion carried.**

4. PUBLIC COMMENT

None

5. CONSENT AGENDA

Motion by Mayor Pro-tem Peterson, **second** by Trustee Jimenez, to approve the Consent Agenda. **Roll Call Vote:** Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Mayor Pro-tem Peterson – yes. All in Favor, **Motion carried.**

6. PRESENTATION

a. Anton Collins Auditor Presentation – General Discussion

7. DISCUSSTION/ACTION ITEMS

a. Selection of Cultural Committee Flag Contest Winner

Motion by Trustee Meiring, **second** by Trustee Conyac, to approve Flag # 4 by Maggie H. as the Winner for the 2018 Flag Contest. All in Favor, **Motion carried.**

b. Phase 1 – Civil & Site Package GMP Amendment for the Police Station

Motion by Trustee Jimenez, **second** by Trustee Conyac, to approve Phase 1 – Civil & Site Package GMP Amendments for the Police Station for an amount not to exceed

\$2,127,879.00 with FCI and authorize the Mayor to execute the amendment on behalf of the Town. **Roll Call Vote:** Trustee Conyac – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Mayor Pro-tem Peterson – yes, Trustee Heath – yes, Trustee Sharp – yes. All in Favor, **Motion carried.**

- c. Community Grant applications for Fredrick High School FBLA, National Speech & Debate Team and the Help Center

Motion by Trustee Meiring, **second** by Mayor Pro-tem Peterson, to approve the applications for the FBLA for \$1000.00 and for the Speech and Debate Team for \$500.00. **Roll Call Vote:** Trustee Meiring – yes, Trustee Jimenez – yes, Mayor Pro-tem Peterson – yes, Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes. All in Favor, **Motion carried.**

- d. **Ordinance 933:** AN ORDINANCE APPROVING A LEASE-PURCHASE AGREEMENT FOR SIX (6) PUBLIC WORKS VEHICLES

Motion by Mayor Pro-tem Peterson, **second** by Trustee Conyac to Adopt **Ordinance 933:** AN ORDINANCE APPROVING A LEASE-PURCHASE AGREEMENT FOR SIX (6) PUBLIC WORKS VEHICLES. **Roll Call Vote:** Trustee Jimenez – yes, Mayor Pro-tem Peterson – yes, Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes, Trustee Meiring – yes. All in Favor, **Motion carried.**

- e. **Ordinance 934:** AN ORDINANCE APPROVING a LEASE-PURCHASE AGREEMENT FOR A TORO MOWER

Motion by Trustee Meiring, **second** by Trustee Sharp, to Adopt **Ordinance 934:** AN ORDINANCE APPROVING A LEASE-PURCHASE AGREEMENT FOR A TORO MOWER. **Roll Call Vote:** Mayor Pro-tem Peterson – yes, Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes, Trustee Meiring – yes, Trustee Jimenez – yes. All in Favor, **Motion carried.**

- f. **Ordinance 935:** AN ORDINANCE APPROVING A LEASE-PURCHASE AGREEMENT FOR A SNOW & ICE TRUCK

Motion by Mayor Pro-tem Peterson, **second** by Trustee Conyac, to Adopt **Ordinance 935:** AN ORDINANCE APPROVING A LEASE-PURCHASE AGREEMENT FOR A SNOW & ICE TRUCK. **Roll Call Vote:** Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Mayor Pro-tem Peterson – yes. All in Favor, **Motion carried.**

- g. AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE AND CLEAR WATER SOLUTION, INC. FOR PREPARING A CWCB GRANT APPLICATION FOR A DROUGHT MANAGEMENT PLAN

Motion by Trustee Conyac, **second** by Trustee Meiring, to approve AN Agreement by and between the Town of Firestone and Clear Water Solutions, Inc. for preparing a CWCB Grant Application for updating the Drought Management Plan. **Roll Call Vote:**

Trustee Sharp – yes, Trustee Conyac – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Mayor Pro-tem Peterson – yes, Trustee Heath – yes. All in Favor, **Motion carried.**

h. AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE AND CLEAR WATER SOLUTIONS FOR PREPARING A RATE STUDY UPDATE

Motion by Trustee Jimenez, **second** by Sharp, to approve an Agreement by and between the Town of Firestone and Clear Water Solutions Inc for preparing a Rate Study Update. **Roll Call Vote:** Trustee Conyac – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Mayor Pro-tem Peterson – yes, Trustee Heath – yes, Trustee Sharp – yes. All in Favor, **Motion carried.**

i. Ordinance 936: AN ORDINANCE AMENDING THE FIRESTONE MUNICIPAL CODE REGARDING E-TICKETING FOR TRAFFIC INFRACTIONS

Motion by Trustee Conyac, **second** by Mayor Pro-tem Peterson, to Adopt **Ordinance 936**: AN ORDINANCE AMENDING THE FIRESTONE MUNICIPAL CODE REGARDING E-TICKETING FOR TRAFFIC INFRACTIONS. **Roll Call Vote:** Trustee Meiring – yes, Trustee Jimenez – yes, Mayor Pro-tem Peterson – yes, Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes. All in Favor, **Motion carried.**

8. PUBLIC COMMENT * (maximum time permitted for all Public Comment is 30 minutes)
None

9. REPORTS

a. Staff

i. Quasi Judicial Training cont to June 27,2018

b. Mayor

c. Trustees

d. Committee Updates

10. ADJOURNMENT

Motion by Trustee Conyac, **second** by Trustee Meiring, to adjourn meeting at 9:55 pm.
Motion passed, all in favor.

Introduced and Approved this 27th day of June, 2018.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST

Leah Vanarsdall, Town Clerk

Vendor	Amount
Total 3 MARGARITAS:	92.89
Total 4 RIVERS EQUIPMENT:	50.51
Total 8Z TITLE:	23.48
Total ACE HARDWARE OF FIRESTONE:	295.17
Total ADAMSON POLICE PRODUCTS:	426.00
Total AGFINITY-MEAD:	507.50
Total AMAZON:	1,843.95
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total ASSOCIATED LANDSCAPE CONTRACTORS OF COLO:	825.00
Total AVID 4 ADVENTURE, INC:	1,180.00
Total BAREFOOT RESIDENTIAL LLC:	63.79
Total BESTBUY.COM:	.00
Total BLASTER BOUNCER DENVER, INC:	2,434.40
Total BRAD'S TOWING & RECOVERY:	170.00
Total BUDGET CONFERENCING:	92.87
Total CalAtlantic Group:	34.18
Total CAMCA:	42.00
Total CARBON VALLEY ADVERTISING:	500.00
Total CARBON VALLEY CHAMBER OF COMMERCE:	12.00
Total CARBON VALLEY FLORIST LLC:	54.29
Total CARBON VALLEY MY CLEANERS:	30.00
Total CENTURY LINK:	35.35
Total CESARE, INC:	1,850.00
Total CHEMATOX LABORATORY INC:	255.00
Total CHEWY.COM:	46.08
Total CHICAGO TITLE OF COLORADO:	22.47
Total CHRISTOPHER HUDSON:	2,000.00
Total COALRIDGE ANIMAL HOSPITAL, INC:	536.90
Total Colorado Escrow & Title - Denver:	13.62
Total COMCAST CABLE -0310188 - SEATTLE:	371.93
Total CPRA:	1,830.00
Total DANA KEPNER COMPANY, INC.:	977.72
Total DBC IRRIGATION SUPPLY:	917.24
Total DEPOSIT PHOTOS INC:	299.00
Total DRIVE TRAIN INDUSTRIES INC:	229.84
Total DROPBOX INC:	200.00
Total E TRAILERS.COM:	41.28
Total E-470:	35.65

Vendor	Amount
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	109.75
Total EWING AUTO PARTS, INC.:	39.99
Total EXTREME EVENT PRODUCTIONS:	1,300.00
Total FACTORY MOTOR PARTS CO.:	19.89
Total FEDERAL AVIATION ADMINISTRATION:	20.00
Total FIDELITY NATIONAL TITLE-DENVER:	40.85
Total FIRST AMERICAN TITLE INSURANCE COMPANY-E:	2.37
Total FREDERICK HIGH SCHOOL:	1,500.00
Total FRONT RANGE INFLATABLES:	2,025.00
Total FRONT RANGE PORTABLE RESTROOMS, LLC:	325.00
Total FRONTIER BUSINESS PRODUCTS:	127.99
Total FRONTIER COMMUNICATIONS CORP.:	221.89
Total FUN SERVICES INC.:	182.50
Total G & M IMPLEMENT:	1,043.07
Total Go Wireless / Verizon Retailer:	47.87
Total GOVERNMENT FINANCE OFFICERS ASSN.:	340.00
Total GRAINGER:	99.74
Total GUARDIAN TITLE-DENVER:	156.53
Total HEALTH COMMUNICATION:	336.55
Total HERITAGE TITLE-DENVER:	20.69
Total HOME DEPOT.COM:	910.74
Total HOMESTEAD TITLE - LKWD:	24.63
Total HYDRANT METER REFUNDS:	1,448.25
Total iATN:	19.00
Total IMPRESSIONS MARKETING:	3,665.12
Total INNOVATIVE HOME IMPROVEMENTS:	47.25
Total JESSICA EPPLER:	450.00
Total KENZ & LESLIE DISTRIBUTING CO.:	19.45-
Total KING SOOPERS:	50.43
Total KINSCO, LLC:	469.91
Total KRISTA LYNN KUHN:	1,250.00
Total KULLY SUPPLY:	552.18
Total L. L. JOHNSON DISTRIBUTING CO.:	852.28
Total LAND TITLE-DENVER-2:	37.18
Total LEE'S DISCOUNT AUTO BODY:	400.00
Total LEONARD RICE ENGINEERS, INC:	32,500.00
Total LGI HOMES:	66.45
Total LINDSEY SAUNDERS:	150.00
Total LONGMONT HUMANE SOCIETY:	1,083.33

Vendor	Amount
Total MAIN STREET MAT COMPANY, INC:	227.31
Total MATCO TOOLS:	48.65
Total MCDONALD FARMS ENTERPRISES, INC:	290.00
Total MELODY HOMES INC:	460.33
Total MIDWEST TRUST CO.:	1,200.00
Total MISC CREDIT CARD 1X MERCHANT:	444.45
Total MISC VENDOR:	159.88
Total MOORS & MCCUMBER:	1,200.00
Total MOUNTAIN CONSTRUCTORS, INC:	371,199.91
Total MOUNTAIN STATES EMPLOYERS COUNCIL:	59.00
Total NORTHERN COLORADO WATER CONSERVANCY DIST:	435.00
Total OFFICE DEPOT INC:	1,243.79
Total O'REILLY AUTO PARTS:	328.92
Total ORKIN PEST CONTROL, INC:	120.62
Total OTC BRANDS - ORIENTAL TRADING COMPANY:	283.68
Total PANERA BREAD:	128.31
Total PAUL D. BASSO:	1,000.00
Total PEPPER'S FIRESIDE GRILLE:	79.57
Total PINNACOL ASSURANCE:	11,803.00
Total PITNEY GLOBAL FINANCIAL SERVICES LLC:	188.16
Total PONY EXPRESS:	1,850.00
Total PUBLITEK / GOGRAPH:	59.94
Total RESTITUTION / COURT REFUNDS:	240.00
Total RHINEHART OIL CO, INC:	995.42
Total RICHMOND AMERICAN HOMES:	7.59
Total ROBIN EVENT RENTAL:	2,098.98
Total Rocky Mountain Hostage Negotiators:	275.00
Total ROSA LUCAS:	75.00
Total ROTH SHEPPARD ARCHITECTS, LLP:	157,122.19
Total SADDLEBACK GOLF CLUB, LLC:	30.99
Total SAFEWAY STORE:	242.92
Total SIGNATURE COINS / SIGNATURE PROMOTIONS:	455.00
Total SIMONE PHYSICAL MEDICINE:	75.00
Total SSS PRODUCTIONS:	3,005.00
Total STEVEN PHOENIX:	250.00
Total STEWART TITLE-DENVER:	13.88
Total SUNRISE ENVIROMENTAL SCIENTIFIC:	154.78
Total Swank Motion Pictures:	578.00
Total The Hitt Companies:	167.00

Vendor	Amount
Total THE SMOKEHOUSE:	243.62
Total THK ASSOCIATES, INC.:	8,661.42
Total THOMSON REUTERS-WEST:	140.00
Total TRACTOR SUPPLY COMPANY:	657.38
Total TRANSWEST TRUCK TRAILER RV:	130.50
Total TRI-STATE FIREWORKS, INC:	12,500.00
Total TRI-TECH FORENSICS INC:	799.00
Total UME CUSTOM EMBROIDERY:	388.99
Total UNITED POWER:	9,756.34
Total UPS:	20.04
Total UTILITY REFUNDS -1:	1,461.41
Total VALLI INFORMATION SYSTEMS:	2,689.65
Total WAGNER WELDING SUPPLY CO.:	8.68
Total WALMART / WALMART.COM:	34.99
Total WELD COUNTY ACCOUNTING DEPARTMENT:	75.00
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	100.00
Total WELD COUNTY DETENTION CENTER:	53.64
Total WEX BANK:	9,689.63
Total ZUMAR INDUSTRIES:	84.67
Total :	676,549.32
Grand Totals:	676,549.32

Payables Summary

Accounts Payable Report

June 27, 2018

of Invoices - 284

\$ 676,568.77

[illegible]

For further detail please see Finance Department.

Please direct any questions to Judy Scott ext. 256.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.c.

Consent Agenda

Meeting Date: June 27, 2018

Initiated By:

Dept: Planning & Zoning/ Building and Engineering

AGENDA TITLE

McClure Avenue Extension Construction - Payment Application No.5

SUMMARY

Construction of the McClure Avenue Extension has continued to progress relatively smoothly during the payment month of May. During that time the bridge super structure was completed in entirety, the Colorado Boulevard and Majestic Street intersection was paved with the new curb returns and sidewalk connections and the reseeding process began for all completed areas. Staff presents Payment Application No. 5 for consideration and action by the Board of Trustees.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees awarded the construction contract for the project to Mountain Constructors, Inc. at the regular meeting on December 13, 2017.

Construction on the project started January 15, 2018.

The Board of Trustees approved Change Order No. 1 at the regular meeting on February 28, 2018 and Change Order No. 2 at the regular meeting on April 25, 2018.

RECOMMENDATION

Staff recommends the Board of Trustees approve Payment Application No. 5 for Mountain Constructors Inc. in the amount of \$371,199.91 and authorize the Mayor to execute the pay app on behalf of the Town.

ALTERNATIVES

Unless there is a defect claim by the Town for any of the work completed, the payment application should be approved and payment made.

ATTACHMENTS

1. 0668.0188.01 Memo (PA No. 5)-2018.06.14
2. Pay App #5 - McClure Ave.

FINANCIAL CONSIDERATIONS

This payment is for \$371,199.91 and brings the total payments for the project to \$1,553,758.63. The budget for the project is \$1,945,394.40 and is being funded from the Regional Roadway Impact Fee fund.



TO: Mr. Theo Abkes, Firestone Public Works Director

FROM: Dave Lindsay, Colorado Civil Group, Inc., Town Engineer 034
Lindsey Green, Colorado Civil Group, Inc., Town Engineer 49

DATE: June 14, 2018

SUBJECT: McClure Avenue Extension Project PA No. 5

PROJECT No.: 0668.0188.01

GL #: 2820-450700-968-219

This memo has been prepared to provide supporting documentation for Payment Application No. 5 for the McClure Avenue Extension Project. The original construction contract amount of \$1,854,643.75 was awarded to Mountain Constructors, Inc. at the Town Board meeting on December 13, 2017, Change Order No. 1 was approved at the Town Board meeting on February 28, 2018 for \$82,440.00 and Change Order No. 2 was approved at the Town Board meeting on April 25, 2018. The project has been under construction for five months and is now 84% complete.

During this period the bridge super structure was completed in entirety, the Colorado Boulevard and Majestic Street intersection was paved with the new curb returns and sidewalk connections and the reseeding process began for all completed areas. Payment Application No. 5, included with this memorandum, has a total payment due of **\$371,199.91**. The project budget tracking is summarized below:

DESCRIPTION	2018 BUDGET	CONTRACT AMOUNT	ACTUAL COST	ACTUAL to CONTRACT DIFFERENCE
Construction	\$1,920,902.75	\$1,945,394.40	\$1,553,758.63	\$391,635.77
Materials Testing	\$31,695.00	\$12,510.00	\$8,020.50	\$4,489.50
Construction Engineering	\$147,910.00	\$67,227.50	\$67,280.01	(\$52.51)
Frederick Electric Relocation*	\$0.00	\$277,777.50	\$277,777.50	\$0.00
Bridge Fabrication (Contech)	\$0.00	\$144,000.00	\$144,000.00	\$0.00
Total Project	\$2,100,507.75	\$2,446,909.40	\$2,050,836.64	\$396,072.76
*2017 expenditure				

Please include a check of **\$371,199.91** to Mountain Constructors, Inc. in the next check run for the June 27, 2018 Town Board meeting. If you have any questions regarding this memo, the budget, or the project in general, please do not hesitate to contact me.

APPLICATION FOR PAYMENT

PROGRESS PAYMENT No. 5

April 28, 2018 TO May 25, 2018

CONTRACTOR : MOUNTAIN CONSTRUCTORS, INC.
OWNER: TOWN OF FIRESTONE
ENGINEER : COLORADO CIVIL GROUP, INC.
CONTRACT : MCCLURE AVENUE EXTENSION PROJECT

ITEM	DESCRIPTION	BID	BID	QUANTITY COMPLETED		UNIT BID	AMOUNT COMPLETED	
		UNIT	QUANTITY	TO DATE	THIS PERIOD	PRICE	TO DATE	THIS PERIOD
McClure Avenue Extension Project								
REMOVAL & REPLACEMENT								
1	ASPHALT/CONCRETE SAW-CUT	LF	1,115	200.00	715.00	\$2.25	\$ 450.00	\$ 1,608.75
2	ASPHALT REMOVAL	SY	675	30.00	85.00	\$7.00	\$ 210.00	\$ 595.00
3	CONCRETE REMOVAL	SF	3,640	1766.00		\$1.25	\$ 2,207.50	\$ -
4	EXISTING CONCRETE CHANNEL REMOVAL	LF	570	570.00		\$9.00	\$ 5,130.00	\$ -
5	REMOVE EX TREE (CO #2)	EA	8	8.00		\$775.00	\$ 6,200.00	\$ -
6	REMOVE & RELOCATE EX FENCE	LF	400	200.00		\$12.00	\$ 2,400.00	\$ -
7	EXISTING CULVERT/FES REMOVAL	LS	1	1.00		\$1,900.00	\$ 1,900.00	\$ -
EROSION CONTROL & EARTHWORK								
8	STRAW WATTLES	EA	10	10.00		\$100.00	\$ 1,000.00	\$ -
9	SILT FENCE	LF	1,045	0.00		\$1.60	\$ -	\$ -
10	VEHICLE TRACKING CONTROL PAD	EA	1	1.00		\$3,200.00	\$ 3,200.00	\$ -
11	GRAVEL CURB SOCK	LF	60	0.00		\$20.00	\$ -	\$ -
12	CONCRETE WASHOUT AREA	EA	1	1.00		\$1,900.00	\$ 1,900.00	\$ -
13	STRIP TOPSOIL (4" DEPTH) (CO #1)	CY	1,410	1,410.00		\$7.00	\$ 9,870.00	\$ -
14	RECYCLED ASPHALT DRIVEWAY	CY	5	0.00	5.00	\$80.00	\$ -	\$ 400.00
15	CUT (CO #1)	CY	5,186	5,186.00		\$16.00	\$ 82,976.00	\$ -
16	FILL (CO #1)	CY	2,750	2,750.00		\$12.00	\$ 33,000.00	\$ -
17	REPLACE TOPSOIL (4" DEPTH) (CO #1)	CY	880	250.00	230.00	\$20.00	\$ 5,000.00	\$ 4,600.00
18	RESEED & MULCH (CO #1)	AC	1.70	0.25	0.35	\$2,750.00	\$ 687.50	\$ 962.50
STORM SEWER								
19	DOUBLE COMBINATION INLET TYPE 13 (CO #1)	EA	0	0.00		\$7,500.00	\$ -	\$ -
20	TRIPLE COMBINATION INLET TYPE 13 (CO #1)	EA	0	0.00		\$10,000.00	\$ -	\$ -
21	15"x28" RCP	LF	135	135.00		\$125.00	\$ 16,875.00	\$ -
22	24" RCP (CO #1)	LF	0	0.00		\$175.00	\$ -	\$ -
23	18" RCP	LF	116	116.00		\$110.00	\$ 12,760.00	\$ -
24	15"x28" FES	EA	2	2.00		\$1,500.00	\$ 3,000.00	\$ -
25	18" FES	EA	2	2.00		\$1,000.00	\$ 2,000.00	\$ -
26	MANHOLE (CO #1)	EA	0	0.00		\$5,200.00	\$ -	\$ -
27	4' CONCRETE SIDEWALK CHASE	EA	8	8.00		\$2,200.00	\$ 17,600.00	\$ -
28	CONCRETE CHANNEL (CO #1)	CY	97	97.00		\$635.00	\$ 61,595.00	\$ -
29	HANDRAIL (CO #1)	LF	294	0.00		\$130.00	\$ -	\$ -

APPLICATION FOR PAYMENT
PROGRESS PAYMENT No. 5
April 28, 2018 TO May 25, 2018

CONTRACTOR : MOUNTAIN CONSTRUCTORS, INC.
OWNER: TOWN OF FIRESTONE
ENGINEER : COLORADO CIVIL GROUP, INC.
CONTRACT : MCCLURE AVENUE EXTENSION PROJECT

ITEM	DESCRIPTION	BID	BID	QUANTITY COMPLETED		UNIT BID	AMOUNT COMPLETED	
		UNIT	QUANTITY	TO DATE	THIS PERIOD	PRICE	TO DATE	THIS PERIOD
ROADWAY CONSTRUCTION								
30	SUBGRADE PREPARATION- SOIL STERILIZATION	SY	4,910	0.00		\$6.00	\$ -	\$ -
31	VERTICAL CURB, GUTTER & 6' SIDEWALK	LF	625	401.00	53.00	\$82.00	\$ 32,882.00	\$ 4,346.00
32	VERTICAL CURB & GUTTER (CO #1)	LF	612	401.00	7.50	\$27.00	\$ 10,827.00	\$ 202.50
33	8' SIDEWALK - 5" DEPTH	LF	180	0.00	56.20	\$60.00	\$ -	\$ 3,372.00
34	8' CROSS PAN	EA	1	0.00		\$4,500.00	\$ -	\$ -
35	6' CROSS PAN	EA	1	0.00		\$4,000.00	\$ -	\$ -
36	CURB RETURNS WITH HANDICAP RAMP	EA	5	0.00	3.00	\$3,500.00	\$ -	\$ 10,500.00
37	ASPHALT PAVEMENT - 5" FULL DEPTH	SYI	15,000	0.00		\$6.00	\$ -	\$ -
38	ASPHALT PAVEMENT - 7.5" FULL DEPTH	SYI	4,727	0.00	4,500.00	\$9.00	\$ -	\$ 40,500.00
39	BLOCK WALL	LS	1	1.00		\$55,000.00	\$ 55,000.00	\$ -
40	16' TUBE GATE	EA	2	0.00		\$2,300.00	\$ -	\$ -
41	TRAFFIC SIGNAL	EA	1	0.50	0.50	\$255,000.00	\$ 127,500.00	\$ 127,500.00
STRIPING & SIGNAGE								
42	4" SOLID DOUBLE YELLOW STRIPE	LF	815	0.00		\$2.50	\$ -	\$ -
43	4" SOLID YELLOW STRIPE	LF	1,940	0.00		\$1.25	\$ -	\$ -
44	4" SOLID WHITE STRIPE	LF	1,545	0.00		\$1.25	\$ -	\$ -
45	8" SOLID WHITE STRIPE	LF	1,045	0.00		\$2.50	\$ -	\$ -
46	4" SOLID YELLOW MEDIAN STRIPING	SF	2,885	0.00		\$3.75	\$ -	\$ -
47	STOP BAR THERMOPLASTIC SYMBOL	EA	8	0.00		\$1,550.00	\$ -	\$ -
48	CROSSWALK THERMOPLASTIC SYMBOLS	EA	5	0.00		\$300.00	\$ -	\$ -
49	STRAIGHT ARROW/RIGHT ARROW COMBO THERMOPLASTIC SYMBOL	EA	4	0.00		\$550.00	\$ -	\$ -
50	RIGHT ARROW THERMOPLASTIC SYMBOL	EA	2	0.00		\$325.00	\$ -	\$ -
51	LEFT ARROW THERMOPLASTIC SYMBOL	EA	8	0.00		\$325.00	\$ -	\$ -
52	STRAIGHT ARROW THERMOPLASTIC SYMBOL	EA	3	0.00		\$250.00	\$ -	\$ -
53	"ONLY" THERMOPLASTIC SYMBOL	EA	2	0.00		\$455.00	\$ -	\$ -
54	STOP SIGN & POST INSTALLATION (INCLUDING STREET NAME BLADES)	EA	3	0.00		\$650.00	\$ -	\$ -
55	"RIGHT LANE MUST TURN RIGHT" SIGN & POST INSTALLATION (R3-7R)	EA	2	0.00		\$550.00	\$ -	\$ -
56	DO NOT ENTER SIGN & POST INSTALLATION	EA	3	0.00		\$550.00	\$ -	\$ -
57	"ROAD CLOSED EMERGENCY ACCESS ONLY" SIGN & INSTALLATION	EA	2	0.00		\$550.00	\$ -	\$ -
58	"NO PARKING" SIGN & INSTALLATION	EA	4	0.00		\$325.00	\$ -	\$ -
59	"NO OUTLET" SIGN & POST INSTALLATION (W14-2)	EA	1	0.00		\$550.00	\$ -	\$ -
60	"NO OUTLET" PLAQUE SIGN (W14-1aR)	EA	1	0.00		\$550.00	\$ -	\$ -

APPLICATION FOR PAYMENT

PROGRESS PAYMENT No. 5

April 28, 2018 TO May 25, 2018

CONTRACTOR : MOUNTAIN CONSTRUCTORS, INC.
OWNER: TOWN OF FIRESTONE
ENGINEER : COLORADO CIVIL GROUP, INC.
CONTRACT : MCCLURE AVENUE EXTENSION PROJECT

ITEM	DESCRIPTION	BID UNIT	BID QUANTITY	QUANTITY COMPLETED		UNIT BID PRICE	AMOUNT COMPLETED	
				TO DATE	THIS PERIOD		TO DATE	THIS PERIOD
MCCLURE AVENUE BRIDGE								
61	ABUTMENTS/WINGWALLS MATERIALS & INSTALLATION	LS	1	0.75	0.25	\$360,000.00	\$ 270,000.00	\$ 90,000.00
62	BRIDGE SUPER STRUCTURE INSTALLATION	LS	1	1.00		\$40,000.00	\$ 40,000.00	\$ -
63	CONCRETE BRIDGE DECK	LS	1	0.75	0.25	\$325,000.00	\$ 243,750.00	\$ 81,250.00
MISCELLANEOUS								
64	TRAFFIC CONTROL	LS	1	0.60	0.20	\$82,000.00	\$ 49,200.00	\$ 16,400.00
65	DEWATERING	LS	1	1.00		\$15,000.00	\$ 15,000.00	\$ -
66	MOBILIZATION (5%)	LS	1	0.80	0.10	\$85,000.00	\$ 68,000.00	\$ 8,500.00
CHANGE ORDER NO. 1								
202	Remove Exisiting 36" RCP	LF	336	336.00		\$23.00	\$ 7,728.00	\$ -
202	Remove Exisiting Manhole	EA	1	1.00		\$1,245.00	\$ 1,245.00	\$ -
202	Remove Exisiting 36" FES	EA	1	1.00		\$320.00	\$ 320.00	\$ -
603	36" RCP	LF	178	178.00		\$202.00	\$ 35,956.00	\$ -
603	36" FES	EA	1	1.00		\$2,530.00	\$ 2,530.00	\$ -
604	Manhole	EA	1	1.00		\$5,960.00	\$ 5,960.00	\$ -
609	Transition Curb & Gutter	LF	40	40.00		\$27.00	\$ 1,080.00	\$ -
609	Outfall Curb & Gutter	LF	12	12.00		\$27.00	\$ 324.00	\$ -
609	Driveway Cut Curb & Gutter	LF	36	0.00		\$27.00	\$ -	\$ -
608	12' Crosspan	EA	1	0.00		\$5,175.00	\$ -	\$ -
CHANGE ORDER No. 2								
700	Anti-Graffiti Coating	LS	1	1.00		\$4,780.65	\$ 4,780.65	\$ -
700	18" Riprap	CY	29	29.00		\$95.00	\$ 2,755.00	\$ -

TOTAL APPLICATION THIS PERIOD

\$ 1,244,798.65 \$ 390,736.75

APPLICATION FOR PAYMENT

PROGRESS PAYMENT No. 5

April 28, 2018 TO May 25, 2018

CONTRACTOR : MOUNTAIN CONSTRUCTORS, INC.
OWNER: TOWN OF FIRESTONE
ENGINEER : COLORADO CIVIL GROUP, INC.
CONTRACT : MCCLURE AVENUE EXTENSION PROJECT

ITEM	DESCRIPTION	BID	BID	QUANTITY COMPLETED		UNIT BID	AMOUNT COMPLETED	
		UNIT	QUANTITY	TO DATE	THIS PERIOD	PRICE	TO DATE	THIS PERIOD

ORIGINAL CONTRACT AMOUNT = \$1,854,643.75
APPROVED CHANGE ORDERS TO DATE = \$90,750.65
CURRENT CONTRACT AMOUNT = \$1,945,394.40
TOTAL WORK COMPLETED AND MATERIALS STORED TO DATE = \$1,635,535.40
RETAINAGE (5%) = \$81,776.77
TOTAL EARNED LESS RETAINAGE = \$1,553,758.63
LIQUIDATED DAMAGES WITHHELD = \$0.00
TOTAL EARNED LESS LIQUIDATED DAMAGES = \$1,553,758.63
PREVIOUS PAYMENTS = \$1,182,558.72
CURRENT PAYMENT DUE = \$371,199.91

PERCENTAGE OF JOB COMPLETE= 84%

SUBMITTED BY : Mountain Constructors, Inc. Joe Kuntz
(CONTRACTOR)

DATE : June 7, 2018

REVIEWED BY : James Allen
(ENGINEER)

DATE : 6-14-18

APROVED BY : _____
(OWNER)

DATE : _____

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.d.

Consent Agenda

Meeting Date: June 27, 2018

Initiated By:

Dept: Police

AGENDA TITLE

2018 Weld County Regional Communications User Agreement & Radio Equipment Service Agreement

SUMMARY

The Firestone Police Department is requesting to renew its User Agreement with Weld County Regional Communications as it has for the past 19 years.

HISTORY AND PREVIOUS BOARD ACTION

Approved previously 2015 Weld County Regional Communications User Agreement & Radio Equipment Service Agreement

RECOMMENDATION

Approve

ALTERNATIVES

ATTACHMENTS

1. 5d - AIM WELD COUNTY REGIONAL COMMUNICATIONS USER AGREEMENT AMENDMENT

FINANCIAL CONSIDERATIONS

The Department currently has the appropriate funds in the 2018 Budget to cover the cost of the Radio Equipment Service Agreement - \$6,400.00.

**AGENDA INFORMATION MEMORANDUM
2018**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 2018 -

Consent Agenda X

Discussion

Action

Meeting Date: 6/28/2018

Initiated By:

/s/ Chief Montgomery

Dept: Police

AGENDA TITLE:

- **2018 Weld County Regional Communications user Agreement & Radio Equipment Service Agreement**

SUMMARY:

- The Firestone Police Department is requesting to renew its user agreement with Weld County Regional Communications as it has for the past 19 years.

HISTORY AND PREVIOUS BOARD ACTION: Approved previously 2015 Weld County Regional Communications user Agreement & Radio Equipment Service Agreement

RECOMMENDATION: Approve

ALTERNATIVES: None

ATTACHMENTS:

- **Weld County Regional Communications user Agreement & Radio Equipment Service Agreement**

FINANCIAL CONSIDERATIONS

The Department currently has the appropriate funds in the 2018 budget to cover the cost of the Radio Equipment Service Agreement \$6,400

WELD COUNTY REGIONAL COMMUNICATIONS USER AGREEMENT AMENDMENT FOR WIRELESS RADIO SERVICES

THIS FIRST AMENDMENT TO THE WELD COUNTY REGIONAL COMMUNICATIONS USER AGREEMENT (this "First Amendment") is made and entered into this ____ day of _____, 2018 by and between _____ and the COUNTY OF WELD, a body corporate and politic of the State of Colorado, by and through its Board of County Commissioners (the "County").

WHEREAS, each participating City/Town/District shall agree to these changes upon the expiration of any current vendor contract to perform similar services. The Amendment must be approved no later than January 1, 2019 and no earlier than June 1, 2018, and

WHEREAS, the costs of the maintenance shall be provided in an appendix to each City/Town/District. For 2018-2019 they are attached hereto and incorporated herein as Appendix 1.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby confessed and acknowledged, the parties agree to amend and modify the WELD COUNTY REGIONAL COMMUNICATIONS USER AGREEMENT by adding the following provisions, which shall be incorporated and included as an amendment:

1. PROVISION OF WIRELESS RADIO SERVICES BY THE COUNTY:

a. The County, through Public Safety Wireless, shall provide the following additional Wireless services:

- i. Annual Radio Programming (1-Radio Template Change)
- ii. Provide all parts and labor to repair equipment for Vendor Supported Models as outlined in Appendix 2
- iii. Annual Over-the-Air Identification Radio Preventative Maintenance (to include PM work if identified)
- iv. 24x7 Console Service
- v. Alias Changes
- vi. Database Management of FRCC/DTRS
- vii. Annual Radio Training Resources
- viii. Warranty Repair/Replacement Service for Vendor Supported Models as outlined in Appendix 2
- ix. Annual Reporting to the Director of Public Safety Communications for Radio Maintenance and Programming

b. The Public Safety Wireless services listed in 1(a) shall be provided to the City/Town/District Monday through Friday 8am to 5pm with exception of above identified 24x7 services

WELD COUNTY REGIONAL COMMUNICATIONS USER AGREEMENT AMENDMENT FOR WIRELESS RADIO SERVICES

- c. If the City/Town/District desires additional Wireless services beyond those described herein, it may request such services from the County. It shall be in the sole discretion of the County whether to accommodate such requests and any additional services provided shall be the subject of a separate agreement.
 - d. The County is not responsible for the maintenance or costs associated with:
 - i. Batteries, Antennas, Microphones, Speakers, Accessories
 - ii. Liquid Damage or Abuse
 - iii. Act of God
 - iv. Lightning Damage
 - v. Station Alerting past demark of Radio/Console
 - vi. Audio Headsets past Radio Demark
 - e. Additional Services Offered:
 - i. Radio Firmware upgrade at cost
 - ii. Radio Programming at cost
2. Model numbers which are not pre-approved by the county, or are from a vendor who is not on the list in Appendix 2 shall not be eligible for the maintenance or support under this agreement.
 3. The cost basis for public safety wireless services for the following year will be provided to the City/Town/District by June 1 of each year, based on Annual User Radio System Inventory as of May 15th of each year.
 4. The Amendment must be approved no later than January 1, 2019 or the County reserves the right to exercise the termination provisions in the User Agreement.
 5. Except as expressly amended or modified herein all terms and provisions of the WELD COUNTY REGIONAL COMMUNICATIONS USER AGREEMENT shall remain the same. In the event of any conflict between the terms and provisions of this First Amendment and the terms and provisions of the WELD COUNTY REGIONAL COMMUNICATIONS USER AGREEMENT, the terms and provisions of this First Amendment shall control.

**WELD COUNTY REGIONAL COMMUNICATIONS
USER AGREEMENT AMENDMENT
FOR WIRELESS RADIO SERVICES**

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this _____ day of _____, 201__.

CITY/TOWN/DISTRICT:

By: _____

Date _____

Name: _____

Title: _____

WELD COUNTY:

ATTEST:

Weld County Clerk to the Board

BOARD OF COUNTY COMMISSIONERS

WELD COUNTY, COLORADO

BY: _____

Deputy Clerk to the Board

Steve Moreno, Chair

APPROVED AS TO FUNDING:

APPROVED AS TO SUBSTANCE:

Controller

Elected Official or Department Head

APPROVED AS TO FORM:

County Attorney

**WELD COUNTY REGIONAL COMMUNICATIONS
USER AGREEMENT AMENDMENT
FOR WIRELESS RADIO SERVICES**

APPENDIX 1

COSTS FOR PUBLIC SAFETY WIRELESS SERVICES

WIRELESS RADIO SERVICES COSTS

- a. beginning June 1, 2018 and for the year 2019 the costs are the Flat Rate of:
 - i. \$100.00 per Mobile Radio
 - ii. \$100.00 per Portable Radio
 - iii. \$500.00 per Console Radio
 - iv. \$40.00 per radio for additional reprogramming
- b. All parts listed in section d.i. of the amendment will be provided at cost to the City/Town/District

**WELD COUNTY REGIONAL COMMUNICATIONS
USER AGREEMENT AMENDMENT
FOR WIRELESS RADIO SERVICES**

APPENDIX 2

SUPPORTED VENDOR LIST

Motorola

Bendix King

Harris

EF Johnson

Kenwood

AGREEMENT FOR SALE AND PURCHASE OF WINDY GAP UNITS

THIS AGREEMENT FOR SALE AND PURCHASE OF WINDY GAP UNITS ("Agreement") is made and entered into this ____ day of _____, 2018 by and between the Town of Firestone, Colorado, a municipal corporation organized under the laws of the State of Colorado acting by and through its Water Activity Enterprise ("Firestone") and the Platte River Power Authority ("Platte River"), a political subdivision of the State of Colorado (jointly, the "Parties").

RECITALS

- A. Platte River currently holds an allotment of units in the Windy Gap Project, a water diversion and storage project operated by the Municipal Subdistrict of the Northern Colorado Water Conservancy District.
- B. Firestone operates a municipal water system within the boundaries of the Northern Colorado Water Conservancy District, and desires to be included within the boundaries of the Municipal Subdistrict. As of the date of this Agreement, Firestone does not have an allotment contract for units in the Windy Gap Project.
- C. Platte River is willing to sell five (5) unfirmed (i.e. without storage) units in the Windy Gap Project to Firestone, and Firestone desires to purchase those unfirmed units from Platte River, in accordance with the terms and conditions of this Agreement.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the promises and covenants contained herein, the Parties agree as follows:

1. **Definitions.** The following definitions shall apply herein.
 - a. "Board" shall mean the Board of Directors of the Municipal Subdistrict.
 - b. "Municipal Subdistrict" shall mean the Municipal Subdistrict of the Northern Colorado Water Conservancy District, a political subdivision of the State of Colorado.

c. “NCWCD” shall mean the Northern Colorado Water Conservancy District, a political subdivision of the State of Colorado.

d. “Windy Gap Firming Project” or “Firming Project” shall mean the water storage project being developed by the Windy Gap Firming Project Water Activity Enterprise (“WGF Enterprise”) for storing water produced by the Windy Gap Project, defined below.

e. “Windy Gap Project” shall mean the water diversion and storage project operated by the Municipal Subdistrict pursuant to various agreements with participants, including the Windy Gap Reservoir, pumping plant, pipeline, water rights and associated works and as decreed in Case No. CA 1768 and as amended by Case Nos. W-4001, 80CW108, 85CW135, 88CW169, 88CW170, 88CW171 and 89CW298. For purposes of this Agreement, the “Windy Gap Project” shall not include the Windy Gap Firming Project.

f. “Windy Gap Units” shall mean the five (5) unfirmed units of Windy Gap Water, as defined below, that are currently owned by Platte River and that Firestone will purchase from Platte River under this Agreement. One unit of Windy Gap Water equals 1/480ths of the annual water supply of the Municipal Subdistrict. The use of the Windy Gap Units shall also include:

- (i) all rights, privileges, credits, and benefits attributable to the Windy Gap Units, and
- (ii) a pro rata share, based on the number of Windy Gap Units, of Platte River’s interests in all amounts, monies, proceeds, or funds held by or for the benefit of the Municipal Subdistrict, including but not limited to the operation and maintenance fund and any other funds established for the Windy Gap Project.

g. “Windy Gap Water” shall mean the quantity of water acquired and obtained by the Municipal Subdistrict from the development and construction of the Windy Gap Project pursuant to applicable state law, and which the Municipal Subdistrict introduces into the Windy Gap Project system either directly or by exchange and which is or will be deliverable to the Municipal Subdistrict through the Windy Gap Project works, including the works of the Windy Gap Firming Project.

h. “In Lieu Operations” means use of Colorado-Big Thompson Project Units in lieu of Windy Gap water pursuant to NCWCD’s Resolution Regarding Integrated Operation of The Colorado-Big Thompson and Windy Gap Projects dated December 13, 1991, the Criteria for Integrated Operation of the Colorado-Big Thompson and Windy Gap Projects dated December 13, 1991, and the Windy Gap Project Prepay Water use Policy dated July of 2002.

2. **Sale of Windy Gap Units.** Effective as of the closing date, Platte River shall sell and convey to Firestone the Windy Gap Units free and clear of all liens and encumbrances, including but not limited to prior preemptive rights to purchase, assessments, leases or other pending sales agreements or first rights of refusal (“Encumbrances”) under the following terms and conditions.

a. **Purchase Price.** Firestone shall pay Platte River the sum of \$2,000,000.00 per unit, for a total purchase price of \$10,000,000.00 for the Windy Gap Units (“Purchase Price”).

b. **Continuing Obligations.** As of the closing date, Firestone shall be solely responsible for all of Platte River’s continuing obligations due and owing on the Windy Gap Units purchased hereunder. Platte River represents and agrees that all assessments for the Windy Gap Units due and owing as of the closing date have been or will be paid by Platte River at or prior to closing; therefore, Firestone’s obligation for assessments shall commence with those assessments levied after the closing date.

c. **No Interest in Firming Project Granted.** The sale of the Windy Gap Units includes no interest in the Firming Project.

d. **Right of First Refusal.** As further consideration for the conveyance of the Windy Gap Units, Firestone hereby grants Platte River a right of first refusal to lease surplus water up to two hundred fifty (250) units of Firestone’s Colorado-Big Thompson Project Units on an annual basis, at a cost equal to the assessment levied by Northern Water on such units, as collateral for In Lieu Operations for a period of ten (10) years from the date of this Agreement, pursuant to the Right of First Refusal attached hereto as Exhibit A and incorporated by reference herein.

3. **Payment Terms.** Upon the execution of this Agreement, Firestone shall pay Platte River the sum of One Hundred Thousand Dollar (\$100,000.00) as earnest money (the “Earnest Money Deposit”). The balance of the Purchase Price shall be paid to Platte

River on the closing date. The Earnest Money Deposit shall be applied to the Purchase Price at closing and shall be non-refundable, except as provided herein.

4. **Excess Windy Gap Storage Capacity.** If on the date of closing, and for a period of ten (10) years thereafter, Platte River determines that it has excess storage capacity in the Windy Gap Firming Project that it desires to sell to a third party, other than a municipal member of Platte River, Platte River shall give notice to Firestone of its intent to sell such capacity to potential purchasers in a manner to be determined by Platte River in its sole discretion, and Firestone shall have the opportunity to bid for the purchase of such excess capacity. Nothing in this Agreement, however, shall require Platte River to sell, or Firestone to purchase, such excess storage capacity at any price, nor shall this Agreement be deemed or considered to convey to Firestone a right of first offer, right of first refusal, or any other similar right to acquire said excess storage capacity from Platte River.

5. **Conditions Precedent and Contingencies.** The following shall be conditions precedent to the obligations of Platte River and Firestone hereunder and this Agreement is expressly contingent upon the occurrence of following:

- (1) Municipal Subdistrict's approval of the release of the Windy Gap Units to Firestone from Platte River's existing Allotment Contract with the Municipal Subdistrict pursuant to an Application, Agreement and Order in substantially the form of the documents attached hereto as Exhibit B, subject to approval by the Municipal Subdistrict;
- (2) Municipal Subdistrict's approval of the transfer of the Windy Gap Units to Firestone, and execution of an Allotment Contract(s) between the Municipal Subdistrict and Firestone for the Windy Gap Units pursuant to a Petition and Order in substantially the form of the documents attached hereto as Exhibit C, subject to approval by the Municipal Subdistrict;
- (3) Municipal Subdistrict's approval of the inclusion of certain properties in Firestone into the Municipal Subdistrict pursuant to the Petitions and Orders in substantially the form of the documents attached hereto as Exhibit D;
- (4) The waiver or refusal of Platte River's member municipalities under any right of first refusal or similar right that may exist in and to the Windy Gap Units; and

(5) The Town of Firestone securing a written commitment for financing for the purchase of the Windy Gap Units on terms acceptable to Firestone. This contingency may be waived at the sole discretion of Firestone.

If any of these conditions precedent are not satisfied on or before November 30, 2018, this Agreement shall be void and of no effect, the Earnest Money Deposit shall be refunded to Firestone without interest, and each party hereto shall be released from all rights and obligations hereunder.

6. **Further Assurances.** Platte River and Firestone shall take all reasonable actions which may be necessary to secure the release of the Windy Gap Units from the Municipal Subdistrict allotment contract issued to Platte River and to secure the approval of the transfer of the Windy Gap Units to Firestone, and any other necessary approvals required to facilitate the transactions contemplated hereunder.

7. **Representations and Warranties.** Platte River expressly represents and warrants that, as of the date of closing, the Windy Gap Units shall be free and clear of all Encumbrances. Said warranty shall survive the Closing hereof and the transfer by the Municipal Subdistrict of the Windy Gap Units from Platte River to Firestone. Platte River further represents and warrants that its execution and delivery of this Agreement and the performance of all of its obligations hereunder, will not result in a breach of or constitute a default under any agreement entered into by Platte River or under any covenant or restriction affecting the Windy Gap Units.

8. **Transfer Fees.** Firestone shall pay any transfer fees charged by the Municipal Subdistrict for issuance of the allotment contract effecting the transfer of the Windy Gap Units to Firestone.

9. **Closing.** Closing shall occur at a place and time mutually agreeable to the parties not less than six (6) months following the execution of this Agreement, but in no event later than November 30, 2018. At or before the time of the closing, Firestone shall remit payment to Platte River of the remaining Purchase Price for the Windy Gap Units by wire transfer, certified or other good funds, and the parties shall execute and deliver any additional documents required to complete the transfer of the Windy Gap Units from Platte River to Firestone.

10. **Default/Disputes.** In the event that either party defaults in making or performing any obligation provided for in this Agreement, the other party shall give written notice of the default by mailing or delivering same to the defaulting party. If

the default is not cured within thirty (30) days after mailing the notice, then the non-defaulting party shall have the right to pursue whatever remedies are available under this Agreement and Colorado law including, but not limited to, specific performance. The non-defaulting party may commence an action in the District Court for Larimer County, Colorado. The parties expressly waive the right to a trial by jury in any action to interpret or enforce the terms of this Agreement, and it is agreed that the prevailing party in such action shall be entitled to an award of its reasonable costs and attorney's fees in addition to any other relief that may be awarded.

11. Notice. Any notice required hereunder shall be in writing and:

(a) Delivered by personal service to the person or persons whose rights, remedies, or obligations are sought to be affected; or

(b) Mailed by prepaid United States certified mail, return receipt requested, addressed to the respective and appropriate party as follows:

To Platte River: Platte River Power Authority
 c/o Fuels and Water Manager
 2000 E. Horsetooth Road
 Fort Collins, CO 80525

with copy to: Joe Wilson, Esq.
 Platte River Power Authority
 2000 E. Horsetooth Road
 Fort Collins, CO 80525

To Firestone: Town of Firestone
 P.O. Box 100
 Firestone, CO 80520

with copy to: Samuel J. Light
 Light Kelly, P.C.
 101 University Blvd.; Suite 210
 Denver, CO 80206

AND

Brad Grasmick
Lawrence Jones Custer Grasmick LLP

5245 Ronald Reagan Blvd.; Suite 200
Johnstown, CO 80534

Any party, by notice properly given to the others, may change its address to which notice may be mailed.

12. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes and replaces any prior agreements or understandings between the parties concerning the subject matter herein. Firestone and Platte River expressly represent and warrant that they have not relied upon any statement, representation, or promise made by any party or the agent of any party concerning the subject matter of this Agreement that that is not set forth herein.

13. Rights Not Assignable. The rights, obligations, or duties of either party to this Agreement may not be assigned in whole or in part without the prior consent of the other party, which consent shall not be unreasonably withheld.

14. Modifications. This Agreement may be modified, amended, changed, or terminated, in whole or in part, only by an agreement in writing duly authorized and executed by the parties.

15. Severability. Invalidity of any of the provisions of this Agreement or of any paragraph, sentence, clause, phrase, or word, or the application thereof in any given circumstances, shall not affect the validity of any other provision of this Agreement, and all remaining provisions of this Agreement shall remain in full force and effect.

16. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

17. Governmental Immunity. The parties understand and agree that the monetary limitations and all other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended from time to time, may apply to actions arising from or related to this Agreement. This Agreement in no way constitutes a waiver for either party or their rights, immunities, and other protections provided for by law.

18. Headings. The headings, captions, and titles contained herein are intended for convenience and reference only and are not intended to define, limit, or describe the scope of intent of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first written above.

TOWN OF FIRESTONE, ACTING BY AND
THROUGH THE TOWN OF FIRESTONE
WATER ACTIVITY ENTERPRISE

By: _____
Bobbi Sindelar, Mayor

ATTEST:

Leah, Vanarsdall, Town Clerk

PLATTE RIVER POWER AUTHORITY

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ as _____ of Platte River Power Authority.

Witness my hand and official seal.

My Commission Expires:_____.

(SEAL)

Notary Public

EXHIBIT A

RIGHT OF FIRST REFUSAL – LEASE OF SURPLUS WATER

THIS RIGHT OF FIRST REFUSAL is made this ____ day of _____, 2018, between the **TOWN OF FIRESTONE, COLORADO**, a municipal corporation organized under the laws of the State of Colorado acting by and through its Water Activity Enterprise (“Firestone”), and the **PLATTE RIVER POWER AUTHORITY** (“Platte River”), a political subdivision of the State of Colorado (jointly, the “Parties”).

RECITALS

For and in consideration of the promises and covenants set forth in the Agreement for Sale and Purchase of Windy Gap Units dated _____, 2018 (“Sales Agreement”), Firestone desires to grant to Platte River a right of first refusal to lease surplus water from Firestone under Firestone’s Colorado-Big Thompson Project Units (“Surplus Water”) on an annual basis, for a period of ten (10) years from the date of the Sales Agreement, or until _____, 2028.

AGREEMENT

1. **Right of First Refusal to Platte River.** Platte River shall have the right of first refusal for up to two hundred fifty (250) units of Surplus Water that Firestone desires to lease in a given year until October 31, 2028. If, at any time during the term of this Agreement, Firestone determines that it has Surplus Water available and desires to lease such Surplus Water to a third party or third parties, Firestone shall provide Platte River written notice of the amount of Surplus Water available that year (“Notice”), prior to offering to sell or lease any Surplus Water to any entity or entities other than Platte River. The price offered to Platte River shall be the cost equal to any assessments for such Surplus Water.

2. **Exercise of Right of First Refusal.** Within fourteen (14) calendar days of receipt of a notice under Section 1 of this Agreement, Platte River shall respond in writing to indicate whether Platte River will or will not exercise its right to lease the Surplus Water, in whole or in part, from Firestone that year. If Platte River desires to lease the Surplus Water, in whole or in part, the Parties shall enter into a separate lease agreement, with a term no longer than one year for the price stated herein. In the event Firestone and Platte River have not entered into such separate lease agreement within thirty (30) calendar days of Platte River’s written response, then Platte River’s first right as to Surplus Water for which notice was first given shall terminate and Firestone may lease any or all such Surplus Water to any entity or entities other than Platte River.

3. **Term.** This Agreement shall remain in force and effect until October 31, 2028.

4. **Condition Precedent.** This Agreement and the rights and obligations of the parties hereunder are expressly conditioned on the closing of the Sales Agreement. If the closing of the Sales Agreement does not occur on or before November 30, 2018, this Agreement and the right of first refusal granted hereunder shall be null and void and shall be of no further force and

effect.

5. **Right Not Assignable.** The rights, obligations, or duties under this Agreement may not be assigned in whole or in part without the prior consent of the other party.

6. **Modifications.** This Agreement may be modified, amended, changed, or terminated, in whole or in part, only by an agreement in writing duly authorized and executed by the parties.

IN WITNESS WHEREOF, Firestone has executed this Right of First Refusal on the date set forth above.

**TOWN OF FIRESTONE, ACTING BY AND
THROUGH THE TOWN OF FIRESTONE
WATER ACTIVITY ENTERPRISE**

By: _____
Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

PLATTE RIVER POWER AUTHORITY

By: _____
Name:
Title:

EXHIBIT B

MUNICIPAL SUBDISTRICT NORTHERN COLORADO WATER CONSERVANCY DISTRICT

APPLICATION FOR TRANSFER OF ALLOTMENT OF FIVE UNITS OF SUBDISTRICT WATER FROM THE PLATTE RIVER POWER AUTHORITY TO THE TOWN OF FIRESTONE

WHEREAS, the Platte River Power Authority, a political subdivision of the State of Colorado ("Platte River"), currently holds an allotment of Units of Subdistrict Water pursuant to Order of the Board of Directors of Municipal Subdistrict, Northern Colorado Water Conservancy District, dated July 11, 1975, as subsequently amended; and

WHEREAS, Platte River has determined that it has no present need for the beneficial use of five (5) Units of such Subdistrict Water allotment and desires to transfer five (5) Units of such allotment to the Town of Firestone, which is a municipal corporation organized under the laws of the State of Colorado ("Firestone"); and

WHEREAS, Firestone's corporate boundaries are within the Subdistrict, and Firestone is concurrently petitioning the Board of the Subdistrict for the issuance of an allotment contract for the Units of Subdistrict Water to be conveyed hereunder; and

WHEREAS, there are currently no bonds or other outstanding indebtedness related to the Windy Gap Project, except for ongoing operation and maintenance expenses, and Firestone has agreed to assume all continuing obligations related to the five (5) Units to be transferred.

NOW THEREFORE, Platte River hereby applies for and requests that the Subdistrict's Board of Directors approve and authorize the transfer and assignment of Platte River's rights and interest to five (5) Units of the Subdistrict Water, as defined in its Allotment Contract dated July 11, 1975, and that Platte River thereafter shall be released from any further obligations with respect to the five (5) Units. Except with respect to the five (5) Units transferred, Platte River's obligations under its water allotment contracts with the Subdistrict shall remain unchanged.

PLATTE RIVER POWER AUTHORITY

By: _____

ATTEST:

By: _____

**ORDER OF MUNICIPAL SUBDISTRICT
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
ON PETITION FOR TRANSFER OF ALLOTMENT CONTRACT,
AND PETITION FOR ALLOTMENT CONTRACT,
REGARDING THE TRANSFER OF ALLOTMENT
FROM THE PLATTE RIVER POWER AUTHORITY TO
THE TOWN OF FIRESTONE**

Upon the Application for Transfer of Allotment Contract of the Platte River Power Authority ("Platte River"), and the Petition for Allotment Contract of the Town of Firestone, which is a municipal corporation organized under the laws of the State of Colorado ("Firestone"), and after considering said Application and Petition as required by law at a regular meeting held on _____, 2018, the Board of Directors of the Municipal Subdistrict, Northern Colorado Water Conservancy District (Subdistrict) hereby order that:

The allotment of five (5) Units of Subdistrict Water of Platte River is hereby transferred, and an allotment contract for five (5) Units is hereby granted to Firestone on the terms and conditions set forth in the Petition for Allotment Contract of Firestone. Platte River is hereby released from any further obligations with respect to the five (5) Units transferred to Firestone.

Dated: _____, 2018

MUNICIPAL SUBDISTRICT,
NORTHERN COLORADO WATER
CONSERVANCY DISTRICT

Dennis Yanchunis, President

EXHIBIT C
PETITION TO
MUNICIPAL SUBDISTRICT
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
FOR WATER ALLOTMENT CONTRACT

The Town of Firestone, acting by and through its Water Activity Enterprise, which is a municipal corporation organized under the laws of the State of Colorado (hereinafter “Petitioner”), hereby petitions the Municipal Subdistrict, Northern Colorado Water Conservancy District, a political subdivision of the State of Colorado, and a body corporate with all the powers of a public or municipal corporation (hereinafter called “Subdistrict”) organized and existing by virtue of C.R.S. § 37-45-101 et seq., for an allotment contract pursuant to C.R.S. § 37-45-131, for the beneficial use of water under and pursuant to the following terms and conditions:

1. Definitions. The following definitions shall apply:
 - (a) “Acre-foot” shall mean 43,560 cubic-feet of water and any volume of water delivered by the Subdistrict will be computed on the assumption that a flow of one cubic-foot of water per second of time will equal two acre-feet in twenty-four hours.
 - (b) “Board” shall mean the Board of Directors of the Subdistrict.
 - (c) “Carriage Contract” shall mean that Amendatory Contract entered into on December 19, 2014, between the Subdistrict, the Northern Colorado Water Conservancy District, and the United States of America for the purpose of utilizing the unused capacity of the facilities of the Colorado-Big Thompson Reclamation Project for the carriage of water developed by the Subdistrict, and any subsequent amendments or successor contracts for the same purpose.
 - (d) “Delivered Water” is that Subdistrict Water delivered to Petitioner for use by the Petitioner.
 - (e) “Entity” shall mean any public corporation, person, mutual ditch company, water users’ association or private corporation.
 - (f) “Operating Agreement” shall mean an agreement required by the Subdistrict for provision of services that may be requested by Petitioner and which can be provided by the Subdistrict. Said agreement may contain, but not be limited to, provisions relating to the quantity, location or time of water delivered pursuant to this Contract, provisions for the

payment by Petitioner of costs associated with the construction, modification, operation, maintenance, repair or administration of new or additional facilities which are required to deliver water to Petitioner at project system delivery points if said facilities are necessary to provide water to Petitioner in a manner which will not impair the ability of the Subdistrict to deliver water to other allottees of the Subdistrict, or provisions for the payment of costs which may arise from services to Petitioner not otherwise provided for under this Contract.

- (g) “Project Water” shall mean all water that accrues to the use of the Northern Colorado Water Conservancy District or its allottees by reason of the Colorado-Big Thompson Reclamation Project.
- (h) “Subdistrict Water” shall mean the quantity of water acquired and obtained by the Subdistrict from the development and construction of the Windy Gap Project pursuant to applicable state law, and which the Subdistrict introduces into the project system either directly or by exchange and which is deliverable to the Subdistrict through the project works.
- (i) “Unit” shall mean 1/480th of the Subdistrict Water supply annually made available for distribution by the Board.
- (j) “Water Year” shall mean the period from October 1 of one calendar year through September 30 of the next succeeding calendar year.
- (k) “Windy Gap Project” shall mean that project (including the acquisition and perfection of water rights) constructed by the Subdistrict for the diversion of waters from the Colorado River at or near its confluence with the Fraser River and Carriage of this Subdistrict Water to the Eastern Slope for beneficial use pursuant to the terms of the Carriage Contract. For purposes of this Contract, said Project is defined as those facilities necessary to divert, pump, store, regulate, and introduce into the Colorado-Big Thompson Project that quantity of Subdistrict Water which will produce an average deliverable quantity of water equal to approximately 48,600 acre-feet per Water Year under the water rights decreed to the Windy Gap Project and in accordance with all applicable agreements, court decrees and orders.

2. Quantity of Water. Petitioner petitions for five (5) Units of Subdistrict Water for annual delivery commencing as of the date of the granting of this petition by the Board and for so long thereafter as Petitioner fully complies with all the terms, conditions and obligations hereinafter set forth, but in no event for a term less than the period required for the payment of bonds or other fixed indebtedness incurred by the Subdistrict for the Windy Gap Project during any period prior to transfer of a part or all of Petitioner’s allotment to an Entity within the Subdistrict.

3. Use of Water. Petitioner agrees that any Subdistrict Water allotted by the Board shall be for domestic, irrigation, municipal and industrial use within or through facilities or upon lands owned or served by said Petitioner, provided, however, that (i) all lands, facilities and service areas which receive benefit from the allotment (whether water service is provided by direct delivery, by exchange or otherwise) shall be situated within the boundaries of the Subdistrict, and (ii) said water may be seasonally transferred by Petitioner for such uses within Northern Colorado Water Conservancy District or Subdistrict boundaries. Petitioner also agrees to (i) account for, by the use of separate water meters, all deliveries of water to users that will receive Subdistrict Water; (ii) certify, prior to November 1 of each year, that it owns, leases or otherwise controls sufficient water from sources other than Subdistrict Water to supply water for the next Water Year to any and all service areas located outside of the Subdistrict boundaries; and (iii) provide to the Subdistrict, on or before November 30 of each year, a complete accounting of the disposition and use of all water used by it during the previous Water Year. Petitioner shall not receive Subdistrict Water in excess of the quantity required by the metered uses of water that are within the Subdistrict boundaries. Nothing herein shall prevent the Petitioner from reusing Subdistrict Water, by direct delivery, exchange or otherwise, provided that the first use thereof is for benefit of lands, facilities and service areas within the boundaries of the Northern Colorado Water Conservancy District or Subdistrict or as otherwise provided by law and Subdistrict policy and regulations.
4. Delivery of Subdistrict Water. Pursuant to terms of the Carriage Contract, the introduction, storage, carriage and release of Subdistrict Water into, through or from the Colorado-Big Thompson Project system and the manner of delivery, measurement and accounting therefor shall be in accordance with procedures in use between the United States and Northern Colorado Water Conservancy District for the delivery of Project Water or as such procedures are herein or may hereafter be modified by agreement of the parties. Deliveries of Subdistrict Water to Subdistrict and its allottees shall be made by the United States and the Northern Colorado Water Conservancy District at project system delivery points. No part of Petitioner's Subdistrict Water shall be delivered to another Entity without the written authorization of Petitioner.
5. Annual Charges. Petitioner agrees to pay the following annual charges:
 - (a) Commencing in 2018 and annually thereafter an amount per Unit as allocated by this contract equal to 1/480th of the sum of (i) the annual charge required to pay the principal, interest and premium, if any, on bonds issued or other fixed indebtedness, if any, incurred by Subdistrict to finance the Windy Gap Project; (ii) the annual costs, exclusive of those costs set forth in Paragraph (b) of this Article, incurred by Subdistrict in the administration, operation, maintenance, repair, and rehabilitation of Windy Gap Project facilities and such other annual costs as may arise

from and be attributable to the operation of Windy Gap Project; (iii) an annual amount to establish and maintain a reserve equal to the maximum principal and interest due or to become due, if any, in the succeeding year on all outstanding bonds or other fixed indebtedness of the Subdistrict; (iv) such an annual amount, as the Board shall determine to be necessary, to establish and maintain an operating and maintenance reserve equal to eighteen months operating and maintenance costs; and (v) such other reserves as the Board shall determine are necessary, if any, for operation, maintenance, renewal or replacement of Subdistrict facilities.

- (b) An amount per acre-foot of Subdistrict Water delivered to Petitioner. Said amount shall be due and payable annually and shall be the sum of (i) the annual per acre-foot carriage charge levied in accordance with the Carriage Contract; and (ii) an annual per acre-foot charge for the energy costs incurred in the operation of those Windy Gap Project facilities required to divert, pump, store or introduce such water into the Colorado-Big Thompson Project for carriage and delivery to the Subdistrict.

- 6. Estimated Demand and Delivery Schedule. On or before August 1 of each year, Petitioner shall provide Subdistrict with an estimated demand and delivery schedule, not to exceed the amount of Subdistrict Water allotted herein, for its Subdistrict water for the following Water Year. This schedule shall contain the time, delivery points and quantities of water which Petitioner estimates it shall require. This schedule may be modified from time to time as the need warrants within the physical capabilities of the delivery system and subject to advance payment by the Petitioner of the charges established in Article 5(d) of the Carriage Contract.
- 7. Estimate Statement. Subdistrict shall furnish Petitioner with an estimated statement of anticipated assessments required under Article 5(a) or 5(b) hereof, or both, on or before August 31 of each year, which statement shall be used by Petitioner for budgeting purposes for the following fiscal year.
- 8. Payment of Charges. On or before March 1 of each year, Subdistrict shall render a billing statement to Petitioner for payment of all charges and costs due under this contract, as based upon estimated demand for that year as provided in Article 6 hereof. The estimated assessment shall be based upon actual costs incurred during the previous Water Year, plus such additional amounts reasonably attributable to inflation. Any credit from the previous Water Year or any additional charges from the previous Water Year shall be included in the billing statement rendered. Petitioner shall pay the net charges shown on the billing statement of estimated assessments on or before April 1 after receipt of statement.
- 9. Security.
 - (a) As security to the Subdistrict, the Petitioner agrees, to the extent permitted

by law, to be bound by the provisions of C.R.S. § 37-45-131, and that the foregoing covenant of annual payments will be met, to the extent permitted by law, from assessments levied by the Subdistrict pursuant to C.R.S. § 37-45-131, or, at the option of Petitioner, such annual payments may be fully or partially met by appropriation of funds from such sources of revenue as may be legally available to said Petitioner for such purpose. Further, the Petitioner agrees to continue to make the annual payments, as defined in Article 5 of this contract, for those Units of Subdistrict Water allotted to it and for which Petitioner is obligated by the adoption of a resolution which resolution expressly shall not be repealable until all bonded indebtedness, if any, of the Subdistrict is paid in full according to the terms of any bond indenture or other indenture issued by Subdistrict. This is not intended to create a General Obligation of Debt of the Petitioner. As of the date of this Application, there are currently no bonds or other fixed indebtedness issued to finance the Windy Gap Project.

10. Default.

- (a) Notice of Non-Payment or Non-Renewal. If any payment of annual charges, as herein provided, is not made by the due date, written notice thereof will be given by the Subdistrict to Petitioner at the following designated address:

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

with copy to: Samuel J. Light
Light Kelly, P.C.
101 University Blvd.; Suite 210
Denver, CO 80206

AND

Brad Grasmick
Lawrence Jones Custer Grasmick LLP
5245 Ronald Reagan Blvd.; Suite 200
Johnstown, CO 80534

or at such other address as is furnished to Subdistrict by the Petitioner.

- (b) Default. Subdistrict may, in its sole discretion, declare Petitioner to be in default of this allotment contract if all annual payments due under this allotment contract are not made by or on behalf of Petitioner, within 15

days of the date of the Notice of Non-payment provided in accordance with Article 10(a) hereof. Subdistrict shall not be deemed to have waived or relinquished the right to declare a default by virtue of any delay in the declaration of such default after the expiration of the 15-day period provided for in this Article 10(b).

- (c) Reversion. Upon the declaration of default by the Subdistrict, this allotment contract shall terminate, and Petitioner shall have no further rights or interest in to the five (5) Units of Subdistrict Water, and the five (5) Units may be re-allotted by the Subdistrict in its sole and exclusive discretion.
- (d) Re-Allotment. Subdistrict agrees that it will, upon the filing of a petition by Petitioner, and notice and hearing, re-allot to Petitioner on the terms and conditions of this allotment contract all or a portion of the ____ Units of Subdistrict Water upon a finding that all amounts owed by Petitioner pursuant to this allotment contract have been paid to Subdistrict and that Petitioner is entitled to such re-allotment, which findings shall be made by the Subdistrict Board within 60 days of the filing of the petition. Petitioner shall reimburse the Subdistrict prior to such re-allotment for all amounts, including any applicable interest, and including all other charges, costs, fees, and expenses incurred as a result of Petitioner's default.

- 11. Beneficial Use of Water. Petitioner agrees that the water allotment shall be beneficially used for the purposes and in the manner specified herein, and this allotment contract is made for the exclusive benefit of the Petitioner and shall not inure to the benefit of any successors or assigns of said Petitioner without prior specific approval by the Board.
- 12. Operating Agreement. Petitioner acknowledges and understands that Subdistrict Water is only delivered at project system delivery points and that all facilities, lands, rights-of-way and easements necessary for the delivery of Subdistrict Water to Petitioner's service area are at the sole cost and responsibility of Petitioner to acquire, construct, operate and maintain. Further, Petitioner recognizes and understands that the delivery of Subdistrict Water to Petitioner through the Colorado-Big Thompson Project system is limited during certain periods during the Water Year and that it is necessary to enter into an Operating Agreement with Subdistrict providing for the means, times and other matters relating to the delivery of Subdistrict Water to Petitioner. Delivery concerns and problems, including scheduling, may require Petitioner to construct, operate and maintain storage, transmission and other facilities for the use of its Subdistrict Water. Notwithstanding the foregoing, the Petitioner may take delivery of Subdistrict Water on a year-round basis into Chimney Hollow Reservoir, and before or after storage in Chimney Hollow from Carter Lake through the Southern Water Supply Project Pipeline, pursuant to and in accordance with Petitioner's allotment contracts therefor and applicable District and Subdistrict procedures,

rules and regulations.

13. Limitations on Rights of Petitioner. In addition to all the other terms, conditions and covenants contained herein, it is specifically understood and agreed by and between the parties hereto that the rights of Petitioner hereunder are subject to the following terms, conditions and limitations, to all intents and purposes as though set forth verbatim herein, and made a part hereof by reference, to-wit:
 - (a) The Water Conservancy Act of Colorado;
 - (b) The Amendatory Carriage Contract dated December 19, 2014, between Subdistrict, the Northern Colorado Water Conservancy District, and the United States of America, provided, that if any amendment is proposed which would affect the right of Petitioner to reuse Subdistrict Water, the approval of such amendment shall first be obtained from the Petitioner; and
 - (c) The Rules, Regulations and Policies of the Board, as may be amended from time to time, including but not limited to the Subdistrict Policy Regarding First Use, Reuse, Successive Use or Other Disposition of Subdistrict Water, as adopted by the Board on October 11, 1985, and the Subdistrict Inclusion Policy, as adopted by the Board on October 11, 1985.
14. Transfer of Allotment. If Petitioner, with approval of the Board, transfers a part of its allotment to another Entity within the Subdistrict, Petitioner shall be relieved of its obligation hereunder to the extent of said transfer, except as otherwise provided herein. If Petitioner, with approval of the Board, transfers all of its allotment to another Entity within the Subdistrict, Petitioner shall no longer participate in the Windy Gap Project and the Petitioner shall be relieved of its obligations except as otherwise provided herein.
15. Future Participation. Nothing herein shall be construed in any manner that will obligate Petitioner to participate in any future or other project of the Subdistrict or preclude Petitioner from participation therein.
16. Authorization. Petitioner attaches hereto a true and correct copy of Petitioner's records authorizing the officers, whose names appear hereon, to make this petition.
17. Entire Agreement. This allotment contract, together with the statutes, contracts, rules, regulations and policies listed or incorporated herein, constitutes the sole agreement and understanding of the parties and may not be interpreted, modified or changed by reference to other documents, understandings or agreements, whether written or oral, unless the interpretation, modification or change is subsequently agreed to in writing by the parties hereto.

18. Confirmation. This allotment contract, and all agreements related thereto, may be confirmed by Subdistrict pursuant to C.R.S. § 37-45-143.

Dated _____

THE TOWN OF FIRESTONE, State of Colorado

By:_____

ATTEST:

By:_____

Town Clerk _____

**ORDER OF MUNICIPAL SUBDISTRICT
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
ON PETITION FOR TRANSFER OF ALLOTMENT CONTRACT,
AND PETITION FOR ALLOTMENT CONTRACT,
REGARDING THE TRANSFER OF ALLOTMENT
FROM THE PLATTE RIVER POWER AUTHORITY TO
THE TOWN OF FIRESTONE**

Upon the Application for Transfer of Allotment Contract of the Platte River Power Authority ("Platte River"), and the Petition for Allotment Contract of the Town of Firestone, which is a municipal corporation organized under the laws of the State of Colorado ("Firestone"), and after considering said Application and Petition as required by law at a regular meeting held on _____, 2018, the Board of Directors of the Municipal Subdistrict, Northern Colorado Water Conservancy District ("Subdistrict") hereby order that:

The allotment of ____ Units of Subdistrict Water of Platte River is hereby transferred, and an allotment contract for ____ Units is hereby granted to Firestone on the terms and conditions set forth in the Petition for Allotment Contract of Firestone. Platte River is hereby released from any further obligations with respect to the ____ Units transferred to Firestone.

Dated: _____, 20____

MUNICIPAL SUBDISTRICT,
NORTHERN COLORADO WATER
CONSERVANCY DISTRICT

Dennis Yanchunas, President

EXHIBIT D

October 2015

**PETITION FOR INCLUSION OF LANDS IN MUNICIPAL SUBDISTRICT
NORTHERN COLORADO WATER CONSERVANCY DISTRICT**

TO THE BOARD OF DIRECTORS OF MUNICIPAL SUBDISTRICT, NORTHERN
COLORADO WATER CONSERVANCY DISTRICT

1. All the owner(s) of lands situated in the County of _____, State of Colorado, hereby petition(s) and pray(s) that the lands hereinafter described be included in said Municipal Subdistrict, Northern Colorado Water Conservancy District ("Subdistrict").
2. The description of the lands owned by the Petitioner(s) is as follows:

<u>PETITIONER</u>	<u>DESCRIPTION</u>	<u>SEC.TWP.RGE.</u>	<u>ACRES</u>
	Refer to Exhibit "A" attached hereto		

TOTAL ACRES INCLUDED

AMOUNT OF SUBDISTRICT PROCESSING FEE ENCLOSED

The Processing Fee is calculated as follows:

If petitioning for inclusion in either the Municipal Subdistrict, Northern Colorado Water Conservancy District (Subdistrict) or the Northern Colorado Water Conservancy District, (Northern Water), the processing fee will be \$400.00. If petitioning for inclusion in both the Municipal Subdistrict and Northern Water, the processing fee will be \$700.00.

3. All the owner(s) of the above described property and their heirs, successors, and assigns hereby agree to be bound by the Water Conservancy Act, C.R.S. § 37-45-101 et. seq., as amended from time to time, and all rules, regulations, and policies of the Subdistrict as amended or changed from time to time.
4. All of the owner(s) of the above described property hereby agree(s) that inclusion of the above described lands into the Subdistrict is conditioned on present and future payment of the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the Subdistrict at the time of inclusion of the Petitioner(s) lands. If such payments are not made on such equal basis, the inclusion of the lands can be terminated for non-compliance with this condition if payments are not otherwise made.
5. All the owner(s) of the above described property have executed Appendix "A" attached hereto.

**THIS PETITION INCLUDING APPENDIX A MUST BE SIGNED
BY ALL OF THE OWNERS OF THE ABOVE DESCRIBED PROPERTY**

<u>SIGNATURES</u>	<u>TITLE</u> (if in relation to A Partnership or a Corporation)	<u>ADDRESS</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF COLORADO)
) ss
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

A.D. 20____, by _____.

Witness my hand and Seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
A.D. 20____, by _____.

Witness my hand and Seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
A.D. 20____, by _____.

Witness my hand and Seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
A.D. 20____, by _____.

Witness my hand and Seal.

My commission expires: _____

Notary Public

APPENDIX A

Purpose

The purpose of this covenant is to subject Petitioner’s property, described in the petition for inclusion and court order for inclusion, to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the Municipal Subdistrict (“Subdistrict”) of the Northern Colorado Water Conservancy District at the time of inclusion of Petitioner’s lands.

Waiver

Petitioner hereby waives any right which may exist to require an election pursuant to article X, § 20 of the Colorado Constitution before the Subdistrict can impose the mill levies and special assessments specified below. Petitioner also waives any right which may exist to a refund pursuant to article X, § 20 of the Colorado Constitution.

Mill Levies and Special Assessments

Upon inclusion into the Subdistrict, and as an express condition thereof, Petitioner covenants to pay any and all special assessments levied by the Board of Directors of the Subdistrict against Petitioner’s property in the event the municipality or public corporation in which Petitioner’s property is located defaults on payment of its obligations under existing or future allotment contracts with the Subdistrict. Such obligations include, but are not limited to:

- 1. Repayment of the bonded indebtedness of the Windy Gap Project.
- 2. Payment of the annual costs incurred by the Subdistrict in the administration, operation, maintenance, repair and rehabilitation of Windy Gap facilities and such other annual costs as may arise from and be attributable to the operation of the Windy Gap Project.

Covenant to Run with the Land

This covenant will run with and burden the property described in the petition for inclusion and court order for inclusion and binds all future owners of the property.

ALL OWNERS OF THE ABOVE DESCRIBED PROPERTY MUST SIGN THIS APPENDIX A.

<u>DATE</u>	<u>SIGNATURES</u>	<u>ADDRESS</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

TOWN OF FIRESTONE
PRPA WINDY GAP PURCHASE FUNDING

WATER DEDICATION CREDIT PURCHASE REVENUE

Water Credit Owner	Bid Price \$/Acre-Foot	Number of Water Dedication Credits	Total Purchase Price
Mortgage Consultants	\$41,671.67	131	\$5,458,988.77
Sterling Corporation	\$40,000.00	30	\$1,200,000.00
I & J Partnership 610 Southmain, LLC Moradi Family Trust	\$37,100.00	75	\$2,782,500.00
Sterling Corporation (Additional Credits)	\$37,100.00	19	\$704,900.00
I & J Partnership 610 Southmain, LLC Moradi Family Trust (Additional Credits)	\$37,100.00	45	\$1,669,500.00
		300	\$11,815,888.77

LOVELAND LEASE EXPENDITURES

300 ac-ft Leased for 15 yrs At \$750/ac-ft/yr:

	\$750.00		
=	\$0.00	lease payment	2017
=	\$0.00	lease payment	2018
=	\$0.00	lease payment	2019
=	\$225,000.00	lease payment	2020
=	\$225,000.00	lease payment	2021
=	\$0.00	lease payment	2022
=	\$0.00	lease payment	2023
=	\$0.00	lease payment	2024
=	\$236,250.00	lease payment	2025
=	\$236,250.00	lease payment	2026
=	\$0.00	lease payment	2027
=	\$0.00	lease payment	2028
=	\$248,062.50	lease payment	2029
=	\$248,062.50	lease payment	2030
=	\$248,062.50	lease payment	2031
	\$1,666,687.50		

5% escalator

5% escalator

NET REVENUE

Credit Purchase Revenue =	\$11,815,888.77
Lease Expenditures =	<u>\$1,666,687.50</u>
	\$10,149,201.27

WINDY GAP PURCHASE

Un-Firmed Windy Gap Shares are \$2,000,000.00/ Share from PRPA and Yield 40-50 AF Each

Purchase 4 Shares =	\$8,000,000.00
Net Project Cost =	\$2,149,201.27

Purchase 5 Shares =	\$10,000,000.00
Net Project Cost =	\$149,201.27

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT FOR THE SALE AND PURCHASE OF WINDY GAP UNITS

WHEREAS, the Town of Firestone, acting by and through its Town of Firestone Water Activity Enterprise, organized and existing as a “water activity enterprise” under C.R.S. 37-45.1-101 et seq. (the “Town”), owns and operates a potable water system and related facilities; and

WHEREAS, the Board of Trustees of the Town, which is the governing body of the enterprise (the “Board”), finds and determines that it is in the best interest of the Town and its citizens for the Town to pursue the purchase of additional water rights in order to expand the Town’s water resources; and

WHEREAS, for such purpose, there has been proposed an Agreement for Sale and Purchase of Windy Gap Units (the “Agreement”) with the Platte River Power Authority, as seller, for the Town’s acquisition of five (5) unfirmed units of Windy Gap Water, as such term is defined in the Agreement (the “Water Rights”); and

WHEREAS, the Board by this ordinance desires to approve the Agreement, authorize its execution, and authorize other actions in connection with the acquisition of the Water Rights.

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

Section 1. The foregoing recitals are incorporated herein and made a part of this ordinance.

Section 2. The proposed Agreement for Sale and Purchase of Windy Gap Units between the Town of Firestone and the Platte River Power Authority (the “Agreement”), for the Town’s acquisition of five (5) unfirmed units of Windy Gap Water, as such term is defined in the Agreement (the “Water Rights”), is hereby approved in essentially the same form as the copy of such Agreement accompanying this Ordinance. The Board of Trustees hereby authorizes the purchase of the Water Rights in accordance with the terms and conditions of the Agreement, which are incorporated herein by reference. The total purchase price for the Water Rights and all rights appurtenant to the Water Rights shall be \$10,000,000.00, and title to the Water Rights will be conveyed free and clear of all liens, encumbrances, assessments or leases, of any kind.

Section 3. The Mayor and Town Clerk are hereby authorized to execute and deliver the Agreement on behalf of the Town; provided, however, that the Mayor is hereby further granted the authority to negotiate and approve such pre-execution and post-execution revisions and amendments to the Agreement as the Mayor determines are necessary or desirable for the protection or best interests of the Town, so long as the essential terms and conditions of the Agreement are not altered. The execution of the Agreement by the Mayor and Town Clerk shall be conclusive evidence of the approval by the Board of the Agreement in accordance with the terms hereof and thereof.

Section 4. The Mayor, Town Clerk 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 the obligations of the Town under the Agreement, including without limitation the execution and delivery of all documents necessary or required by the title company or district in connection with the closing.

Section 5. All actions heretofore taken (not inconsistent with the provisions of this ordinance) by the Board or the officers or agents of the Board or the Town relating to the Agreement are hereby ratified, approved and confirmed.

Section 6. Town payment for the Water Rights shall be made in cash, certified funds or Town warrant, subject to the Agreement and to any necessary budgetary transfers or supplementary budgets and appropriations in accordance with State law. Such Town payment is subject to and conditioned upon satisfaction of all conditions and contingencies in the Agreement and the Town retains the right to terminate the Agreement as provided therein in the event any conditions or contingencies are not satisfied, including without the limitation the contingency for financing acceptable to the Town therein.

Section 7. Nothing in this ordinance is intended to nor should be construed to create any multiple-fiscal year direct or indirect Town debt or fiscal obligation whatsoever.

Section 8. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declares that 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.

INTRODUCED, READ, PASSED ADOPTED, APPROVED, AND ORDERED PUBLISHED
BY TITLE ONLY this _____ day of _____, 2018.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

**AGENDA INFORMATION MEMORANDUM
2018**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 2018 - _____

Consent Agenda _____

Discussion _____

Action _____ ✓ _____

Meeting Date: June 27, 2018

Initiated By:

/s/ Julie Pasillas

Dept: Community Resources

AGENDA TITLE

AN ORDINANCE APPROVING AN AGREEMENT FOR THE SALE AND PURCHASE OF WINDY GAP UNITS

SUMMARY

The Town of Firestone has been offered the right to purchase 5 unfirmed units of Windy Gap water currently owned by Platte River Power Authority (PRPA). The proposed agreement includes a purchase price of \$10,000,000.00 with an earnest money payment of \$100,000.00. Obtaining ownership of 5 unfirmed units of Windy Gap will yield 200-250 acre-feet of water.

HISTORY AND PREVIOUS BOARD ACTION

Staff began discussions with representatives of PRPA in December 2015 to explore the potential to lease and then purchase some of the Windy Gap water shares they had in the Windy Gap Firing Project.

In June 2016 staff began developing a CBT lease agreement with PRPA to allow them to lease some of our unutilized CBT water when it was available. Though not specific to the desire to purchase Windy Gap water from them, the agreement was viewed as a good faith gesture to help establish the relationship with PRPA.

The Board of Trustees approved a long-term lease of water from the City of Loveland. The staff presentation to the Board affirmed that the Town would need to secure a permanent water right to replace this. NISP and Windy Gap water rights were both discussed as likely candidates.

In August 2017 staff met with PRPA where they confirmed their Boards desire to sell some unfirmed Windy Gap water rights. Their Board was no interested in selling any of the shares they had committed to the Windy Gap Firing project. Staff began discussion with PRPA about the terms of a purchase of unfirmed Windy Gap shares.

At the regular meeting on February 7, 2018 the Board of Trustees approved 3 resolutions accepting bids and entering into purchase contract for water dedication credits with 3 landowners.

Staff presented a DRAFT plan to fund the purchase of 4 or 5 unfirmed Windy Gap shares from PRPA during an executive session at the regular meeting on February 28, 2018. The plan identified the primary source of funds as being revenue from the recently completed bidding of potable water dedication credits to the development community.

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached ordinance, which approves the Agreement for Sale and Purchase of 5 Windy Gap Units from Platte River Power Authority and authorizes the Mayor and the Town Clerk to execute the Agreement on behalf of the Town.

ALTERNATIVES

The Board of Trustees may decide to not approve the ordinance, and provide staff with additional direction.

Date: _____

AIM # 2018- _____

ATTACHMENTS

1. Ord 937 Approving an Agreement for the Sale and Purchase of Windy Gap Units.
2. Agreement for the Sale and Purchase of Windy Gap Units.
3. Windy Gap Purchase Funding Information Sheet.

FINANCIAL CONSIDERATIONS

Purchase of the five (5) Windy Gap units will be funded from revenue collected from the water dedication credit bidding process completed in early 2018. The Town received \$11,815,888.77 in revenue; staff estimates Loveland lease expenditures over the entire 15 years to be 1,666,687.50. The 10,000,000.00 would be paid from the remaining net revenue of \$10,149,201.24.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.b.

Discussion/Action

Meeting Date: June 27, 2018

Initiated By:

Dept: Planning & Zoning/ Building and Engineering

AGENDA TITLE

Ordinance 938: AN ORDINANCE APPROVING THE VACATION OF AN EMERGENCY ACCESS EASEMENT WITHIN THE TOWN OF FIRESTONE

SUMMARY

This Ordinance vacates an emergency access easement within the Neighbors Point Subdivision. The easement was granted to the Town in 2015 but is no longer necessary as such easement is being replaced with an extension of Stagecoach Avenue as reflected in the Final Plat for Neighbors Point Filing No. 7, which the Town Board approved at its March 28, 2018 meeting.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Staff recommends adoption of the attached Ordinance

ALTERNATIVES

ATTACHMENTS

1. 7c - Ord 938 Neighbors Point Access Easement Vacation
2. 7c - Neighbors Point Access Easement Vacation Ord -Exhibit A

FINANCIAL CONSIDERATIONS

ORDINANCE NO. 938

AN ORDINANCE APPROVING THE VACATION OF AN EMERGENCY ACCESS EASEMENT WITHIN THE TOWN OF FIRESTONE

WHEREAS, by Easement Deed dated September 17, 2015 recorded with the Weld County Clerk and Recorder on October 15, 2015 at Reception No. 4150505, the Town was granted an emergency easement, which easement is legally described and depicted on Exhibit A, attached hereto and incorporated herein by reference (the "Access Easement"); and

WHEREAS, the Town has approved a Final Plat for Neighbors Point Filing No. 7, which includes the property encumbered by the Access Easement and which plat provides access through an extension of Stagecoach Avenue; and

WHEREAS, the Board of Trustees has determined that there no longer exists a need for the Access Easement; and

WHEREAS, the Board of Trustees has determined the Access Easement is not and will not be needed for any public purposes and is not being used or held for park purposes or for any other governmental purpose; and

WHEREAS, the Town Board desires to vacate its interests in the recorded Access Easement.

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

Section 1. The Town hereby vacates that certain Access Easement conveyed to the Town by Easement Deed dated September 17, 2015 recorded with the Weld County Clerk and Recorder on October 15, 2015 at Reception No. 4150505, which easement is legally described and depicted on Exhibit A, attached hereto and incorporated herein by reference (the "Access Easement").

Section 2. The Mayor is authorized to execute such additional documents as may be necessary to evidence the vacation of the Access Easement vacated by this ordinance.

Section 3. All other ordinances or portions thereof inconsistent or in conflict 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 TITLE ONLY this 27th day of June, 2018.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

6/21/2018 10:45 AM [mac]R:\Firestone\Subdivisions\NeighborsPointAccessEasementVacation Ord.doc

EXHIBIT "A"

LEGAL DESCRIPTION

A TEMPORARY TURNAROUND EASEMENT OVER AND ACROSS A PORTION OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN; TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 12, MONUMENTED AS SHOWN HEREON AND HAVING A BEARING OF SOUTH 00°00'54" WEST

COMMENCING AT THE NORTHWEST CORNER OF THE RIGHT-OF-WAY OF SNOWBERRY AVENUE, AS PLATTED IN NEIGHBORS POINT FILING NO. 2 UNDER RECEPTION NUMBER 3472263 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;

THENCE NORTH 65°42'03" EAST, ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID SNOWBERRY AVENUE, A DISTANCE OF 24.12 FEET TO THE POINT OF BEGINNING;

THENCE, CONTINUING NORTH 65°42'03" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 29.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 20.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 95°21'41", AN ARC LENGTH OF 33.29 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF STAGECOACH AVENUE AS PLATTED IN SAID NEIGHBORS POINT FILING NO. 2, BEING THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 523.00 FEET;

THENCE NORTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY AND SAID CURVE THROUGH A CENTRAL ANGLE OF 03°09'45", AN ARC LENGTH OF 28.87 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 48.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 26°36'52" EAST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°44'33", AN ARC LENGTH OF 76.02 FEET TO THE POINT OF BEGINNING.

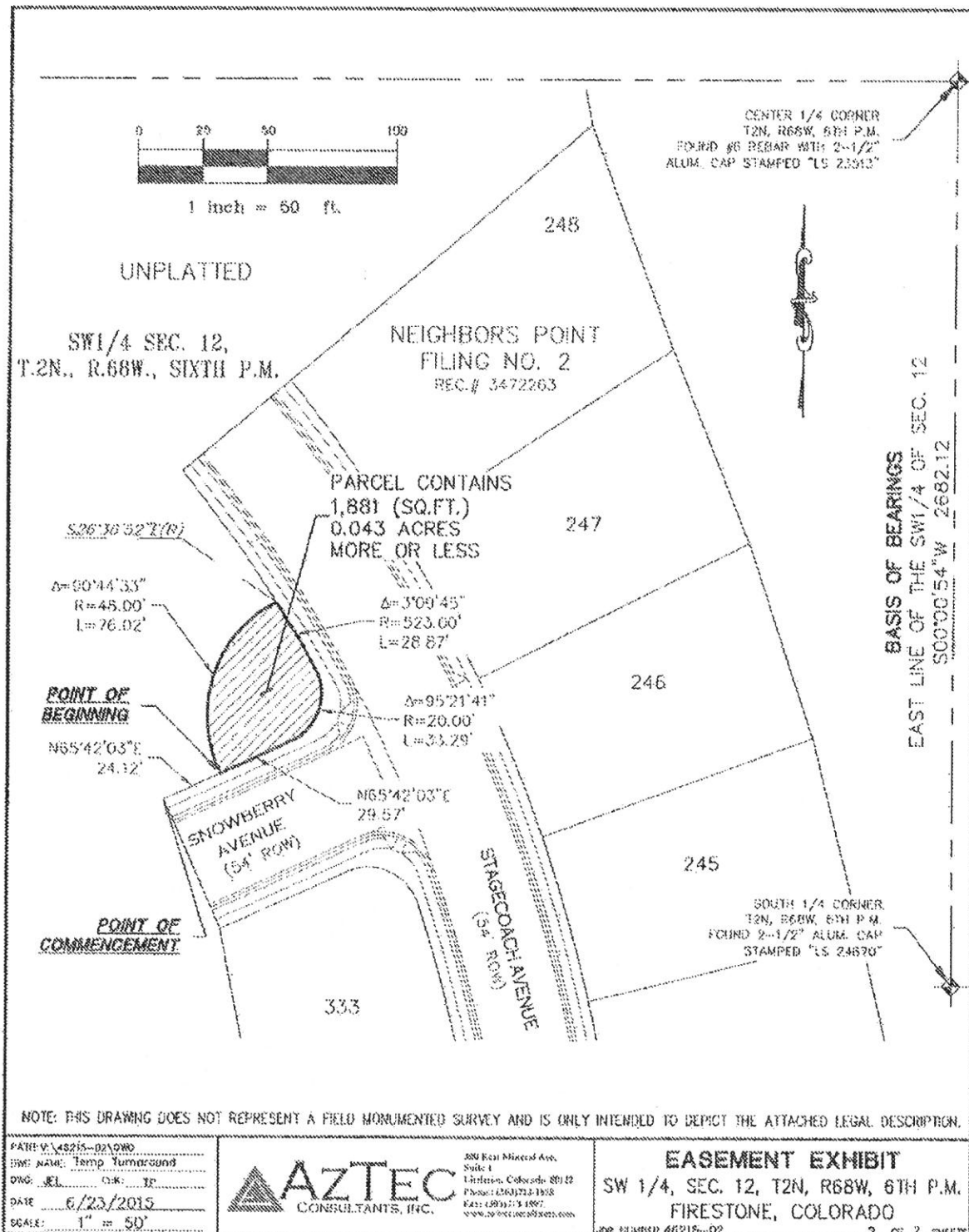
CONTAINING AN AREA OF 0.043 ACRES, (1,861 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



JAMES E. LYNCH, PLS NO. 37933
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT A



AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.c.

Discussion/Action

Meeting Date: June 27, 2018

Initiated By:

Dept: Public Works/ Parks & Rec

AGENDA TITLE

Overlay Colorado Blvd from WCR 26 to Mountain Shadows Blvd

SUMMARY

This road is at the tipping point of falling apart, especially with the high truck traffic from the gravel pits and motorist commuting to Hwy 66. Asphalt Specialties has an opening to do this work beginning July 5, 2018.

HISTORY AND PREVIOUS BOARD ACTION

Town Board approved patching and slurry on this road in 2015 in order to hold this road together until money was available for an overlay.

RECOMMENDATION

Approval of the Contract with Asphalt Specialties to install a leveling course and overlay this road in the amount not to exceed \$135,832.20 with the Mayor to execute the contract.

ALTERNATIVES

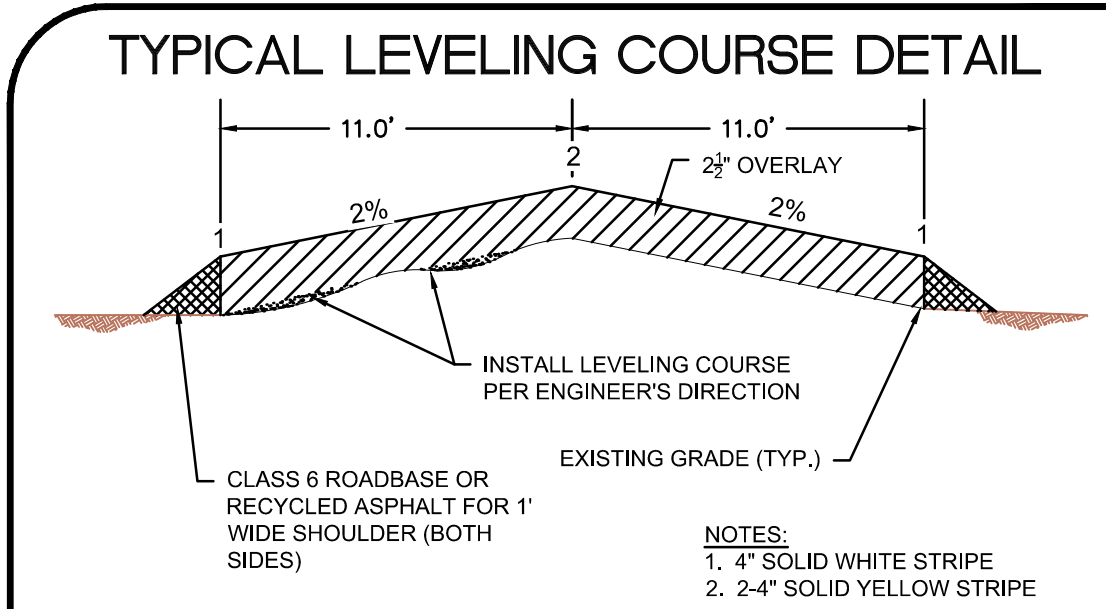
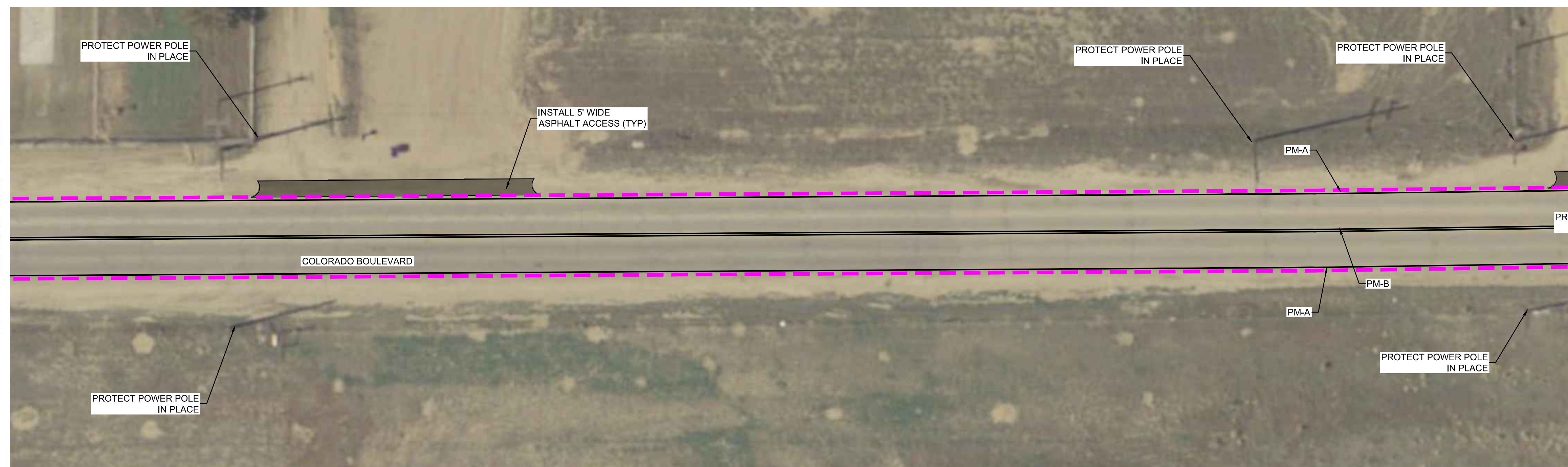
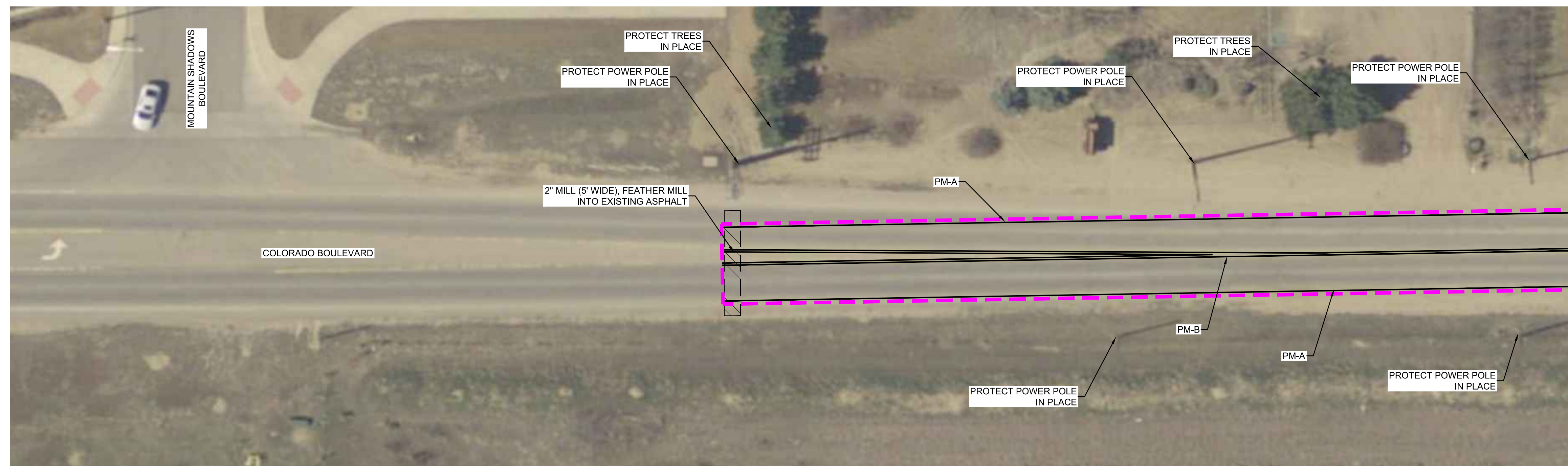
If this road does not get an overlay, it will continue to fall apart and will have to be replaced in a few years with a price tag of over \$1,000,000.00.

ATTACHMENTS

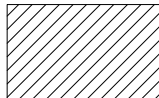
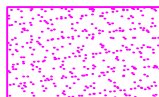
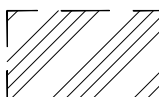
1. 7c - 0668.0182.00_COLO BLVD OVERLAY
2. 7c - Firestone Road Projects
3. 7c - Revised Bid-Epoxy Paint

FINANCIAL CONSIDERATIONS

In the 2018 budget there is \$750,000.00 for road preservation. The pricing is lower than the Jackson Avenue pricing done last year.



LEGEND

PM-A	4" WIDE SOLID WHITE STRIPE, (6861 LF PROJECT TOTAL)
PM-B	4" WIDE SOLID DOUBLE YELLOW STRIPE, (3451 LF PROJECT TOTAL)
	2 1/2" ASPHALT OVERLAY LIMITS
	FULL DEPTH ASPHALT
	LEVELING COURSE
	2" ASPHALT MILL
	2' WIDE DRIVEWAY APRON

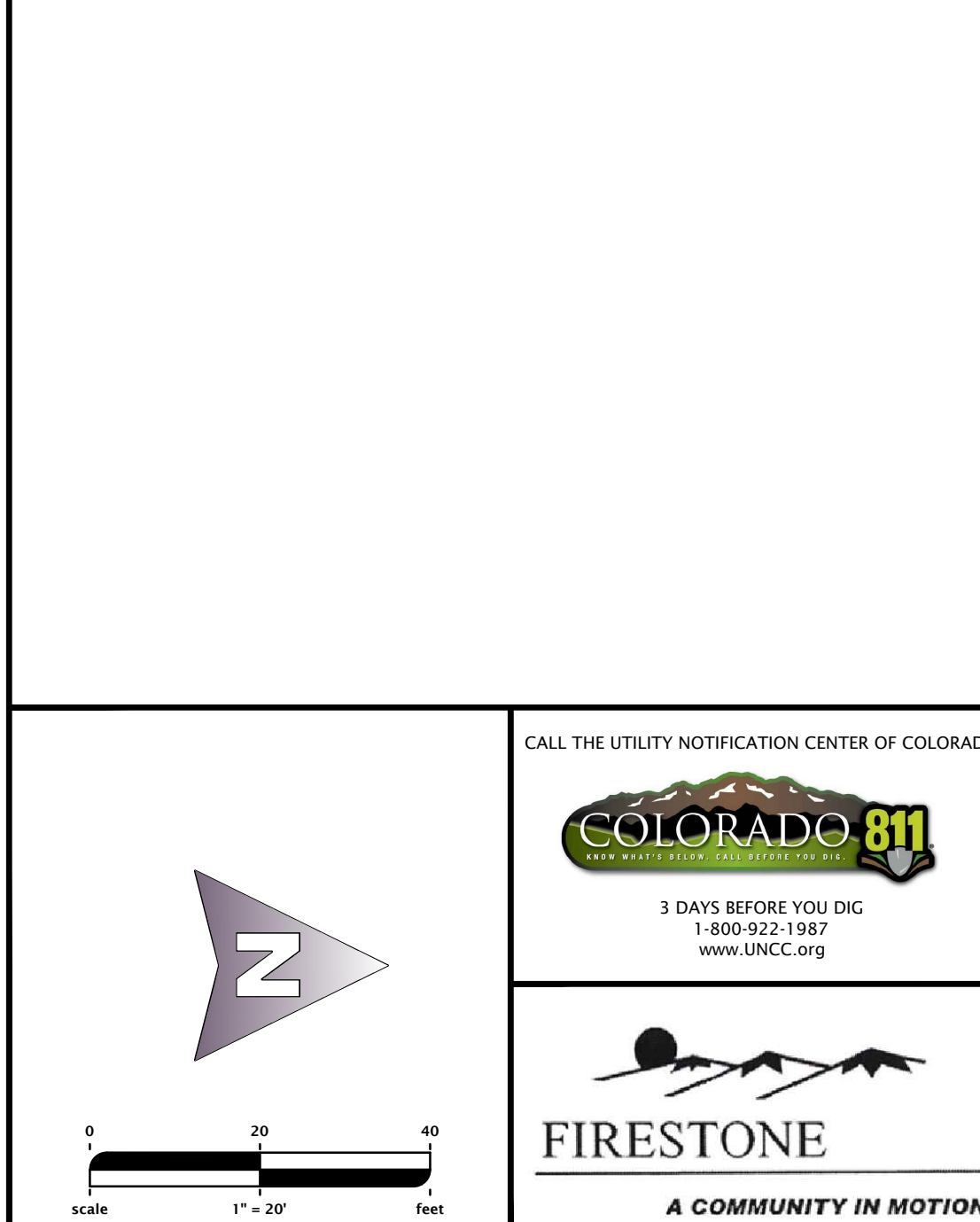
SECTION

2 $\frac{1}{2}$ " OVERLAY SECTION

21* TOP MAT [REDACTED] S, PG 64-22

NOTES

1. ANY EXISTING UTILITIES, FENCING, LANDSCAPING, TREES, VEGETATION, IRRIGATION, DRIVEWAYS/ACCESS ROADS, PUBLIC ROADWAYS, ETC. DISTURBED OR REMOVED DURING CONSTRUCTION ACTIVITIES SHALL BE REPLACED TO EXISTING CONDITION BY THE CONTRACTOR.
2. FACILITIES IDENTIFIED TO BE REMOVED AND/OR IMPACTED BY CONSTRUCTION ON THESE PLANS IS A BEST ESTIMATE BASED ON EXISTING SURVEY/TOPOGRAPHIC DATA AND FIELD INSPECTION. CONDITIONS ENCOUNTERED DURING CONSTRUCTION MAY AFFECT THE EXTENT TO WHICH EXISTING FACILITIES ARE IMPACTED. ANY DEMOLITION, REMOVAL, IMPACT, ETC. TO EXISTING PRIVATE PROPERTY SHALL BE COORDINATED WITH THE PROPERTY OWNER PRIOR TO THE WORK COMMENCING.
3. THE STABILIZED STAGING AREA SHALL INCLUDE A SOLID WASTE DISPOSAL AREA, PORT-O-LET, MATERIAL STORAGE, AND A DEDICATED RE-FUELING AND MAINTENANCE AREA.
4. CONTRACTOR SHALL DETERMINE AN APPROPRIATE LOCATION, IF NECESSARY, FOR A VEHICLE TRACKING CONTROL PAD.
5. ALL UTILITIES SHALL BE VERIFIED PRIOR TO THE INSTALLATION OF ANY IMPROVEMENTS. THE CONTRACTOR SHALL NOTIFY THE TOWN ENGINEER OF ANY POTENTIAL CONFLICTS.
6. CENTERLINE STATIONING IS SHOWN FOR REFERENCE ONLY.

[illegible]

**COLORADO
CIVIL
GROUP, INC.**
ENGINEERING CONSULTANTS

5110 GRANITE STREET, UNIT D
LOVELAND, COLORADO 80538
(970) 278-0029

TOWN OF FIRESTONE **COLORADO BOULEVARD REHAB** **STREET PLAN**

FILENAME: 0668.0182.00 STREET

DESIGNED: DAH

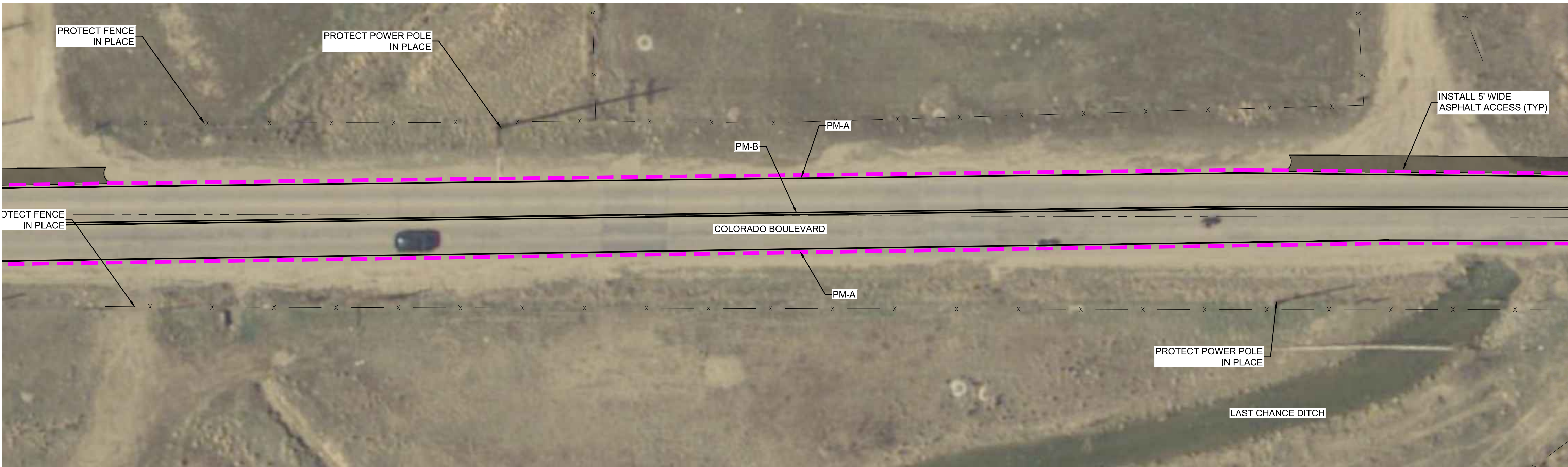
CHECKED: DBL

JOB NO.: 0668.0182.00

SCALE: 1" = 20'

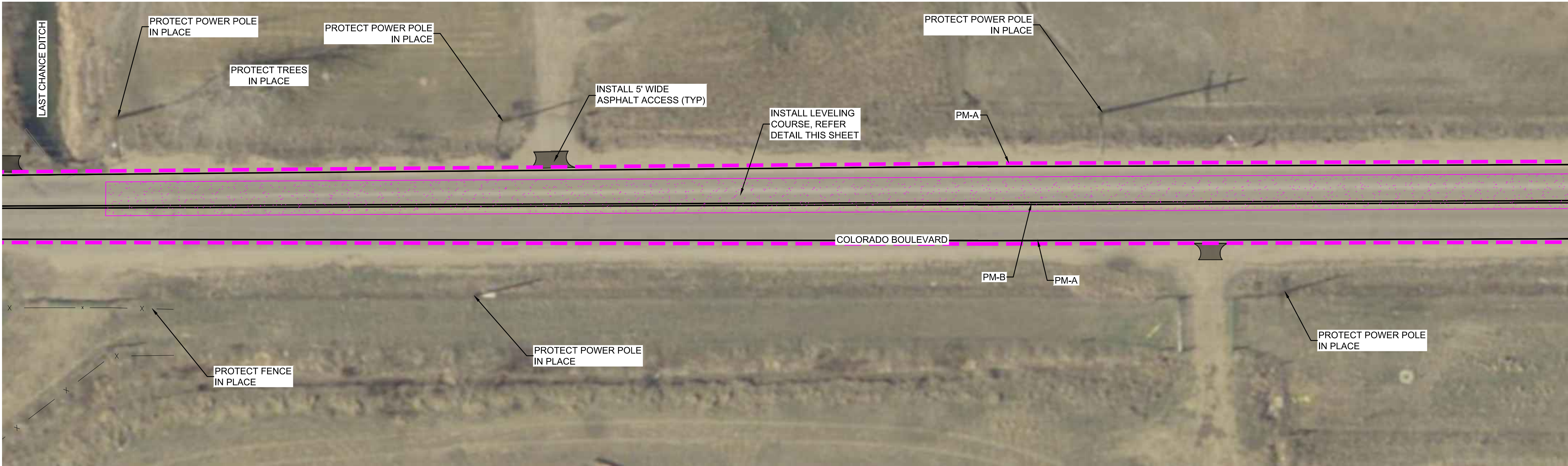
DATE: JULY 2016

MATCHLINE SEE SHEET 1



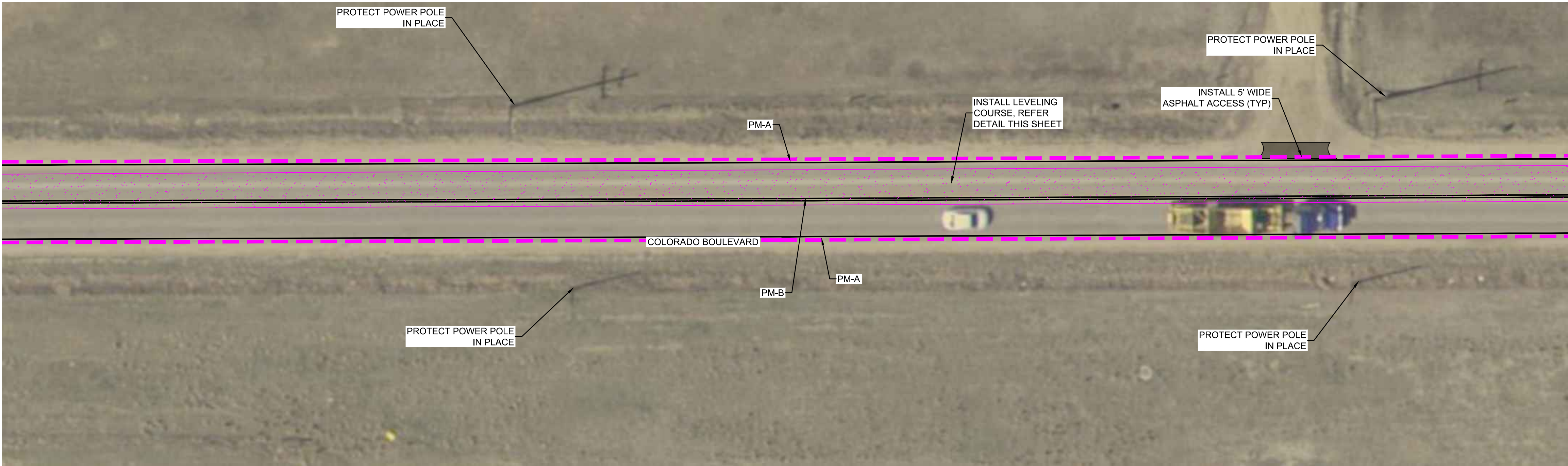
MATCHLINE 1 THIS SHEET

MATCHLINE 1 THIS SHEET



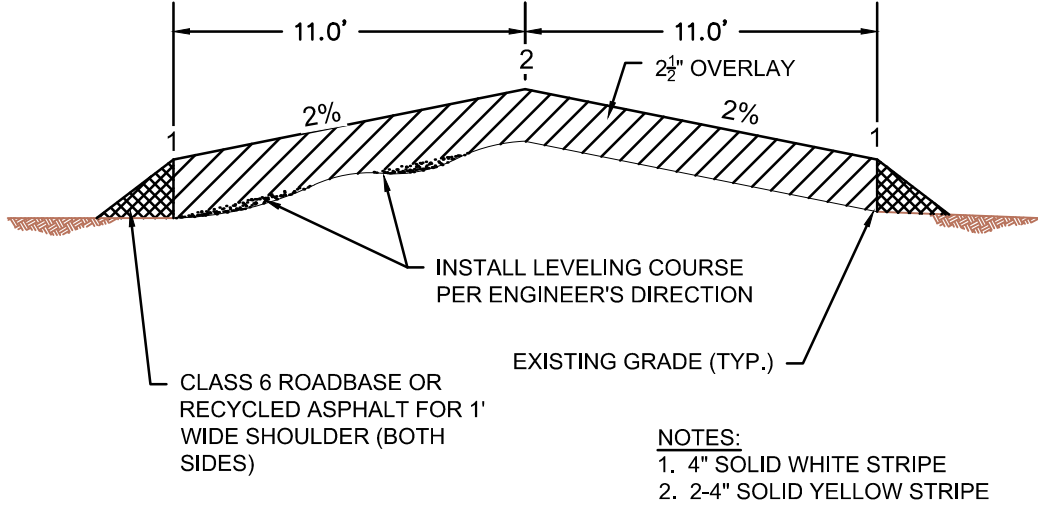
MATCHLINE 2 THIS SHEET

MATCHLINE 2 THIS SHEET



MATCHLINE SEE SHEET 3

TYPICAL LEVELING COURSE DETAIL



LEGEND

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- LEVELING COURSE
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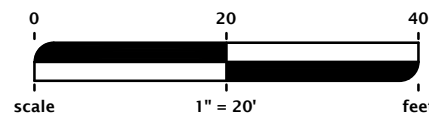
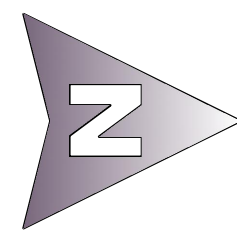
SECTION

23" OVERLAY SECTION

2 1/2" TOP MAT S, PG 64-22

NOTES

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REVISIONS

REVISION DESCRIPTION

DATE



5110 GRANITE STREET, UNIT D
LOVELAND, COLORADO 80538
(970) 278-0029

TOWN OF FIRESTONE COLORADO BOULEVARD REHAB STREET PLAN

FILENAME: 0668.0182.00 STREET

DESIGNED: DAH

CHECKED: DBL

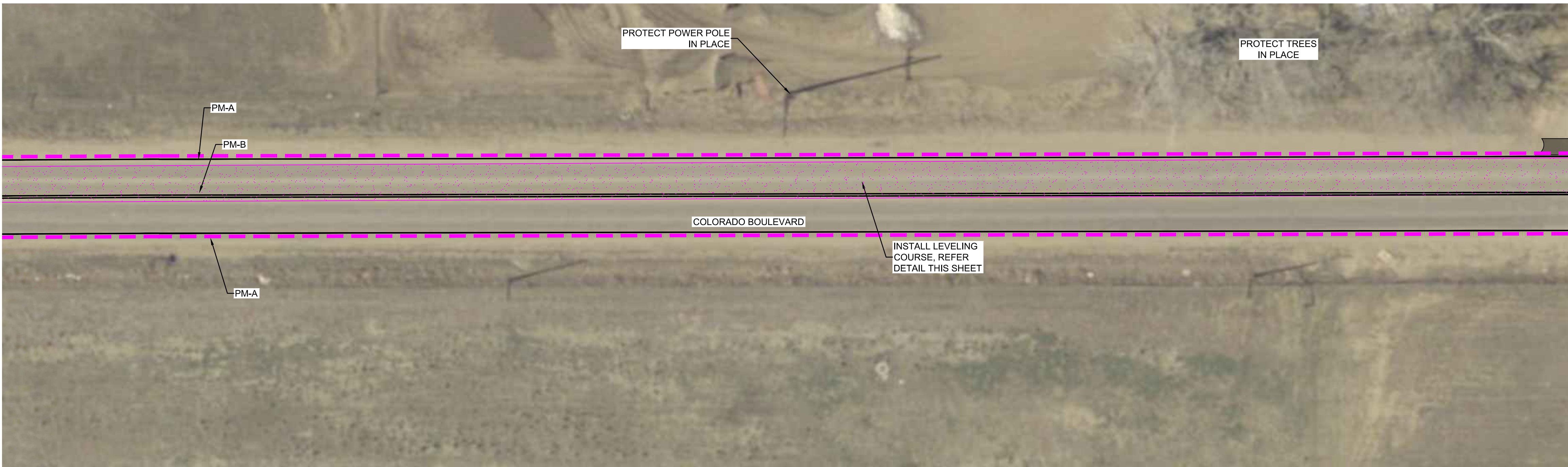
JOB NO.: 0668.0182.00

SCALE: 1" = 20'

DATE: JULY 2016

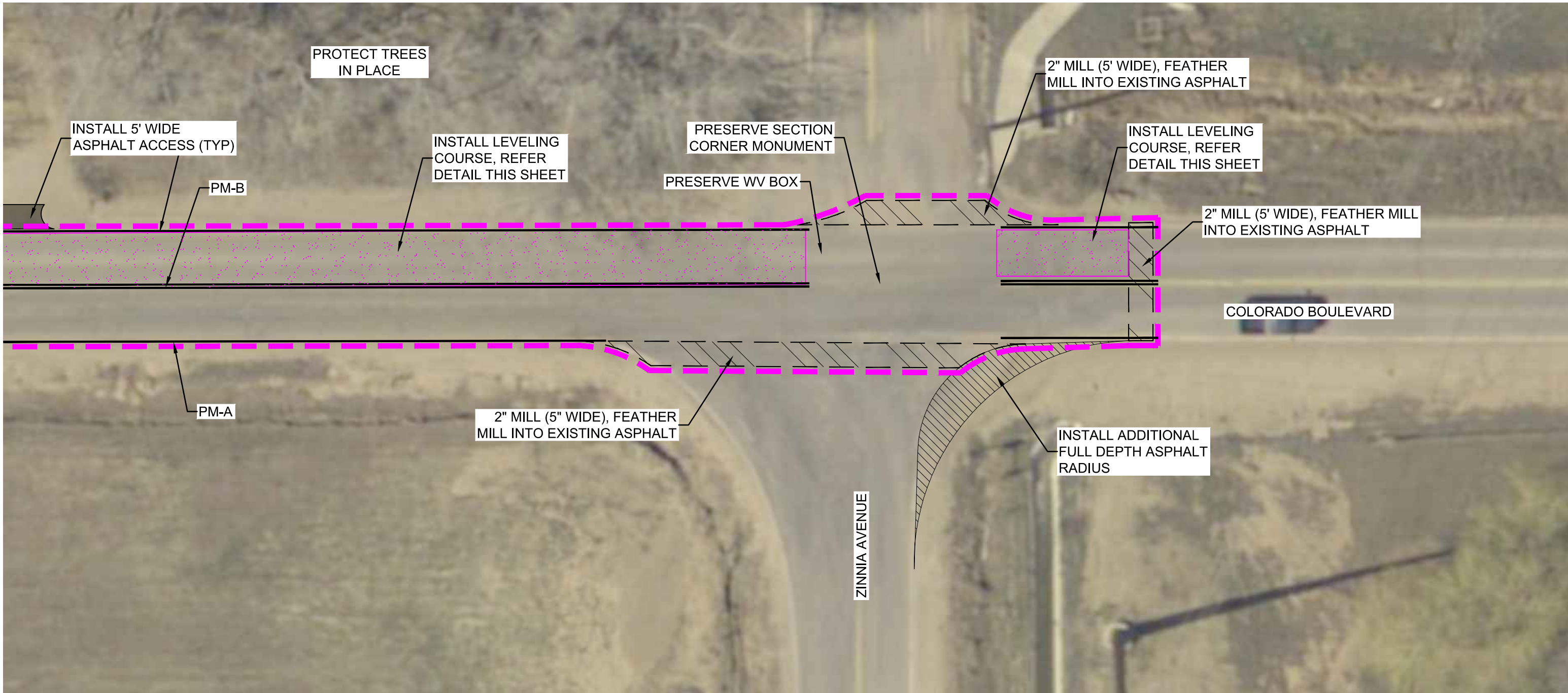
SHEET NO.: 2 OF 3

MATCHLINE SEE SHEET 2

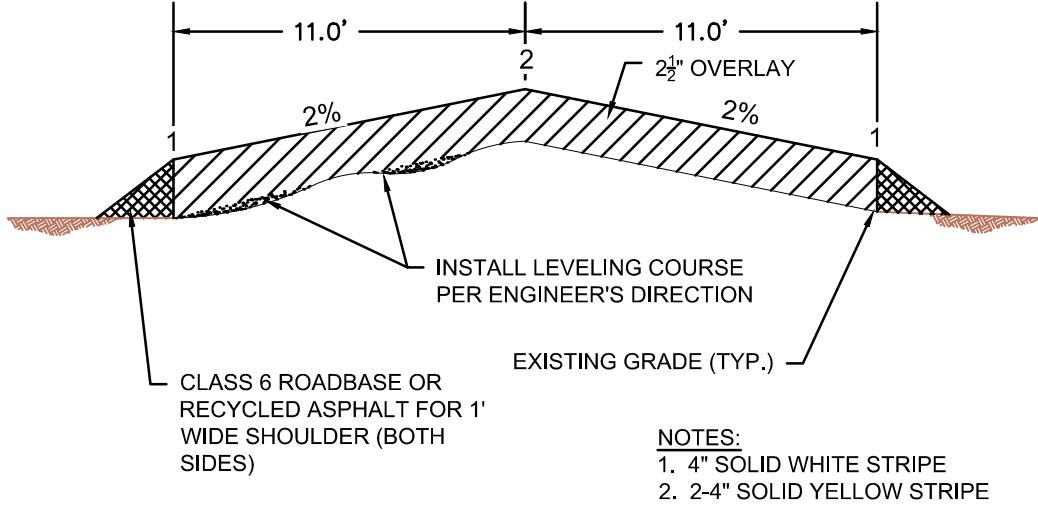


MATCHLINE 1 THIS SHEET

MATCHLINE 1 THIS SHEET



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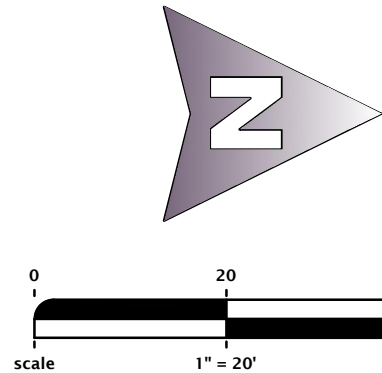
SECTION

2 1/2" OVERLAY SECTION

2 1/2" TOP MAT S, PG 64-22

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COLORADO 811

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FIRESTONE

A COMMUNITY IN MOTION

REVISIONS

DATE

CCG COLORADO CIVIL GROUP, INC.
ENGINEERING CONSULTANTS

5110 GRANITE STREET, UNIT D
LOVELAND, COLORADO 80538
(970) 278-0029

TOWN OF FIRESTONE
COLORADO BOULEVARD REHAB
STREET PLAN

FILENAME: 0668.0182.00 STREET

DESIGNED: DAH

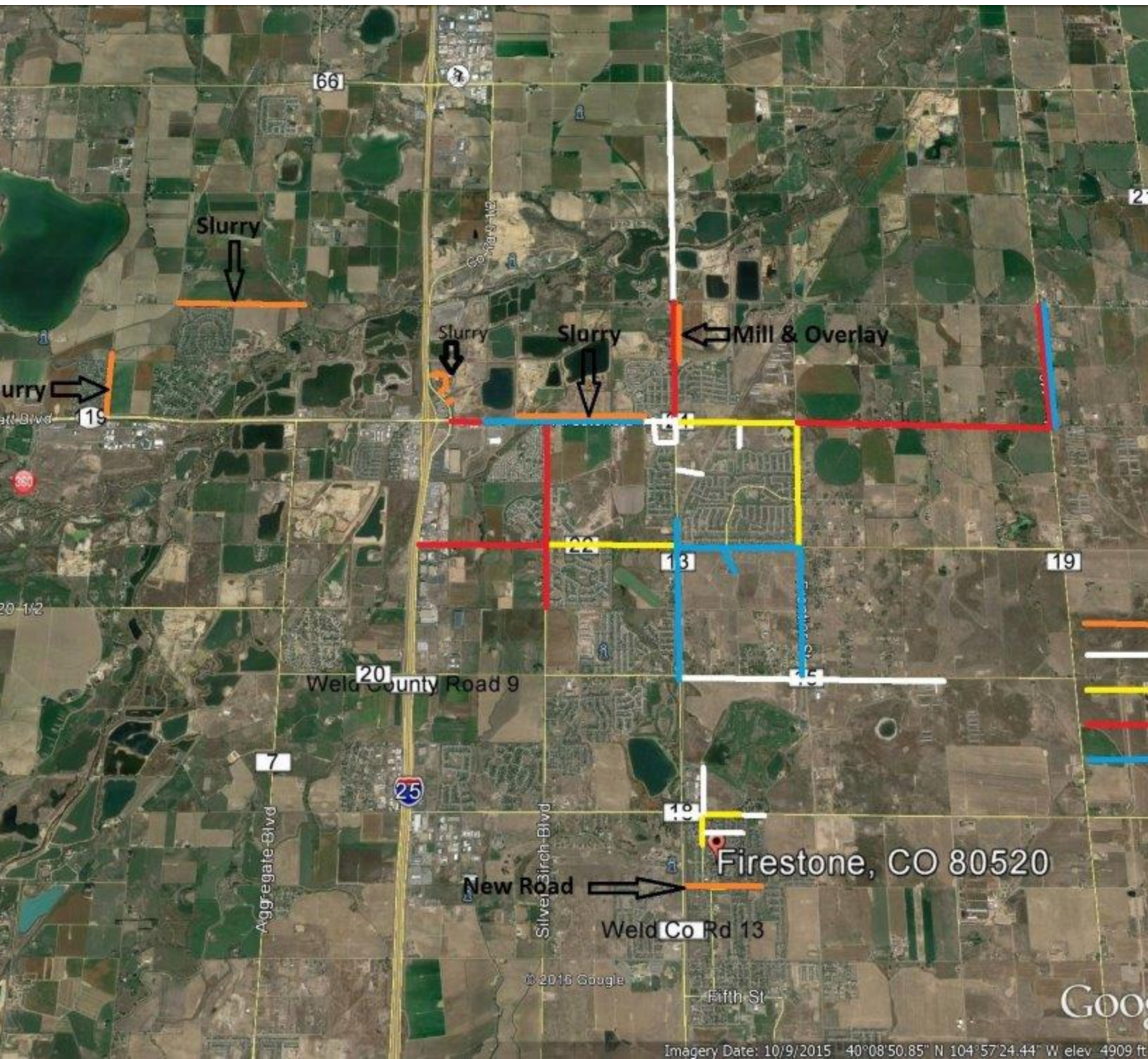
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JOB NO.: 0668.0182.00

SCALE: 1" = 20'

DATE: JULY 2016

SHEET NO.: 3 OF 3



BID SCHEDULE

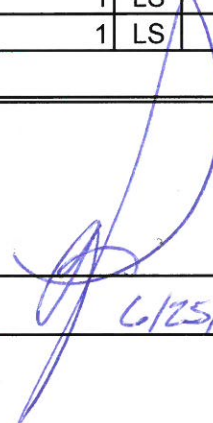
Client: TOWN OF FIRESTONE

Project No. 0668.0182.00

Date: 6/21/18

Project: Colorado Blvd. Rehab (Mtn. Shadows Blvd. to Zinnia Ave, Mill and Overlay)

No.	Item	Quantity	Units	Unit Cost	Total	Comments
I Site Preparation						
1	2" Asphalt Mill	1,225.0	SY	\$3.35	\$4,103.75	
2	Asphalt Saw-Cut	483.0	LF	\$1.35	\$652.05	
3	Asphalt Removal	162.0	SY	\$18.30	\$2,964.60	
4	Shoulder Subgrade Sterilization	742	SY	\$0.80	\$593.60	
5	Leveling Course	1,952.00	SY	\$5.15	\$10,052.80	Grade SX w/20% RAP
Subtotal					\$18,366.80	
II Roadway Construction						
1	2 1/2" Asphalt Overlay	23,053	SYI	\$3.75	\$86,448.75	Grade SX w/20% RAP
2	Asphalt Full Depth Patch	806	SYI	\$7.30	\$5,883.80	
3	Import Shoulder Material	26	CY	\$150.00	\$3,900.00	
4	4" Solid White Lane Stripe	6,635	LF	\$0.55	\$3,649.25	Epoxy Paint
5	4" Solid Double Yellow Lane Stripe	3,340	LF	\$0.86	\$2,872.40	Epoxy Paint
6	Asphalt Driveway Apron	552	SYI	\$3.10	\$1,711.20	Grade SX w/20% RAP
Subtotal					\$104,465.40	
III Miscellaneous						
1	Traffic Control	1	LS	\$8,150.00	\$8,150.00	
2	Mobilization	1	LS	\$4,850.00	\$4,850.00	5% Max
Subtotal					\$13,000.00	

CONSTRUCTION COST SUBTOTAL**\$135,832.20**CONTRACTOR SIGNATURE: DATE: 6/25/18