TOWN OF FIRESTONE

Board of Trustees
Regular Meeting Agenda

October 11, 2023
6:30 PM

9900 Park Avenue
Firestone, CO 80504

Mayor Drew Peterson Mayor Pro Tem Frank A. Jimenez

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

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

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

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

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

1. **Call to Order & Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
5. **Consent Agenda**
   - **a.** Approval of September 27, 2023 BOT Regular Meeting Minutes
6. **Proclamation**
7. **Presentation**
   - **a.** Property Room Audit Report
   - **b.** STAR Award Presentation
8. **Land Development**
9. **Discussion/Action**

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

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

a. **Ordinance 1030:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY ORDINANCE 828, AND THEREBY ACKNOWLEDGING TERMINATION OF THE IMPROVEMENTS REIMBURSEMENT AGREEMENT (CAMBRIA CROSSING ANNEXATION) BETWEEN THE TOWN OF FIRESTONE AND 610 SOUTH MAIN, LLC

b. **Ordinance 1031:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY SECTION 3.08.220 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE CAMBRIA CROSSING ANNEXATION PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENT

c. **Resolution 23-106:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BOHANNAN HUSTON, INC. FOR CERTAIN PRE-CONSTRUCTION SERVICES AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE I-25 FRONTAGE AND FIRESTONE BOULEVARD INTERSECTION IMPROVEMENTS PROJECT

d. Discussion of Municipal Judge Agreement

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

11. Reports

a. Staff

b. Mayor

c. Trustees

12. Executive Session

a. An Executive Session pursuant to C.R.S. 24-6-402(e)(I) for determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators and C.R.S. 24-6-402 (4)(b) for a conference with the town attorney for the purposes of receiving legal advice on specific legal questions, all of which concern the Town's agreement

with Integrated Water Services Inc. for construction of the St Vrain Water Treatment Plant.

13. Adjournment

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

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

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 5.a **Consent Agenda** **Meeting Date:** October 11, 2023 **Initiated By:** **Dept:** Town Clerk

AGENDA TITLE
Approval of September 27, 2023 BOT Regular Meeting Minutes

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS
1. 09-27-2023 Board of Trustees Regular Meeting Minutes

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
September 27, 2023

1. Call to Order & Roll Call

The of Town of Firestone met for a Regular Meeting on September 27, 2023, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Peterson called the meeting to order at 06:30 PM.

The following were present upon the call of the roll:

Mayor:	Drew Peterson
Mayor Pro-tem:	Frank A. Jimenez, Absent
Trustees:	Don Conyac David Whelan Matt Holcomb Sean Doherty Doug Sharp
Staff:	**Present:** Jan Sloat, Director of Human Resources; Matt Wiederspahn, Town Engineer; Raelynn Ferrera, Assistant to the Town Manager; Katie Hansen, Director of Marketing & Communications; Jessica Clanton, Director of Finance; Christine Morrison, Accounting Manager; Julie Pasillas, Director of Public Works; David Angelo, Chief of Police; Kristi K. Bashor, Town Clerk; Missy Carranco, Deputy Town Clerk; AJ Krieger, Town Manager; & William Hayashi, Town Attorney

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2. Pledge of Allegiance

Mayor Peterson led the pledge of allegiance.

3. Approval of Agenda

Motion by Trustee Sharp, **second** by Trustee Holcomb, to Amend the Agenda to Move Item 9B to 3A Approval of Agenda All in Favor, **Motion carried**.

Motion to approve the Agenda as Amended by Trustee Sharp, **second** by Trustee Holcomb, All in Favor, **Motion carried**.

a. Mayor's Report

The Mayor spoke regarding the Friends of Firestone project this past weekend and how well it all turned out. Trustee Whelan reported that there were 6 projects that were completed , which amount to about 500 volunteer hours counting all that participated. He stated that the owner of the house he worked on said she feels like she has a whole new house.

4. Public Comment

Becky Duckworth resident of Firestone spoke regarding the Town Survey and the possibilities being considered for Central Park.

5. Consent Agenda

Motion by Trustee Doherty, **second** by Trustee Sharp, to approve the Consent Agenda. All in Favor, **Motion carried**.

a. Board of Trustees Meeting Minutes for September 13, 2023

6. Land Development

7. Discussion/Action

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

Motion by Trustee Doherty, **second** by Trustee Sharp, to approve **Resolution 23-97:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FLOCK GROUP INC FOR USE OF LICENSE PLATE RECOGNITION CAMERAS.

Roll Call Vote:
Yes: 5
No: None
Abstain: None

Motion carried

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

Motion by Trustee Whelan **second** by Trustee Sharp, to approve **Resolution 23-102**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND COLORADO CIVIL GROUP INC FOR ENGINEERING DESIGN SERVICES PERTAINING TO THE COAL RIDGE DITCH LATERAL PRELIMINARY DESIGN PROJECT

Roll Call Vote:
Yes: 5
No: None
Abstain: None

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Motion carried

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

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

Roll Call Vote:
Yes: 5
No: None
Abstain: None

Motion carried

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

Motion by Trustee Holcomb, **second** by Trustee Conyac, to approve **Resolution 23-100:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ADOPTING THE BOARD OF TRUSTEES 2024-2025 WORK PLAN

Roll Call Vote:
Yes: 5
No: None
Abstain: None
Motion carried

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

Motion by Trustee Whelan, **second** by Trustee Sharp, to approve **Resolution 23-105**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ACKNOWLEDGING PAYOFF OF THE WATER ENTERPRISE REVENUE BOND SERIES 2022

Roll Call Vote:
Yes: 5
No: None
Abstain: None
Motion carried

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f. Update regarding CVPRD and Town parks and recreation facilities reservations.

Assistant Town Manager, Raelynn Ferrera spoke about (CVPRD) Carbon Valley Recreation Facilities and Reservations on how they can be improved in the future and responded to questions from the board.

g. 2024 Water/Stormwater Fund (All Dept) Budget Presentation

Director, Jessica Clanton and Accounting Manager Christine Morrison presented the 2024 Water/Stormwater Fund.
Public Works Director, Julie Pasillas presented the Water and Storm Water Fund. Purchased Services and Supplies and Equipment.
Town Engineer, Matt Wiederspahn presented the Engineering side, which consists mostly of Administration/Capital Improvements and GIS.
Fund Summaries will be posted online at firestoneco.gov/budget
We will not discuss the budget on 10/11/2023 but instead on 10/18/2023.

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

None

9. Reports

9.a. July and August Monthly Financial Reports

The July and August Monthly Financial Reports were included in the packet.

b. Mayor

c. Trustees

None

10. Executive Session

Motion by Trustee Holcomb **second** by Trustee Whelan, to Adjourn into Executive Session

Roll Call Vote:
Yes: 5
No: None
Abstain: None

Motion carried

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

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

11. Adjournment

The board adjourned into Executive Session at 8:39 PM

The Board adjourned the meeting at 9:41 PM

Introduced and Approved the 11th of October, 2023.

TOWN OF FIRESTONE, COLORADO

ATTEST

Drew A. Peterson, Mayor

Kristi K. Bashor, CMC, Town Clerk

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AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 7.a **Presentation** **Meeting Date:** October 11, 2023 **Initiated By:** David Angelo **Dept:** Police

AGENDA TITLE
Property Room Audit Report

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS
None

AGENDA INFORMATION MEMORANDUM

FIRESTONE
TOWN BOARD OF TRUSTEES

AIM#: 7.b

Presentation

Meeting Date: October 11, 2023

Initiated By: Jan Sloat

Dept: Human Resources

AGENDA TITLE
STAR Award Presentation

RECOMMENDATION
Town staff recommends Board approval for these STAR award recipients

SUMMARY
The STAR (Special Thanks and Recognition) Award is an employee recognition program to reward employees for demonstrating exceptional service and exceeding expectations in their work performance.
The awards will be presented to: John Frahm, Neighborhood Services Officer, and Ivy Pitts, Administrative Operations Coordinator.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION
In May 2019, the Board approved an employee recognition program to reward Town Staff for demonstrating exceptional service and exceeding expectations in their work performance. Since the implementation of the program, we have awarded twenty-two (22) recipients with the STAR Award.

ATTACHMENTS
1. Special Thanks And Recognition Program (2)

Special Thanks And Recognition - STAR Award

The STAR Award is being created to recognize and express appreciation for services rendered by Town employees who demonstrate exceptional service and/or performance in one or more of the following categories:

- **Customer Service:** Exceeds customer service standards when serving the residents of the Town of Firestone.

- **Safety:** Recognizes employees for providing exceptional care and service while administering first aid and/or support until professional services arrive.

- **Creativity:** One-time innovation or creation that results in time/dollar savings, revenue enhancement, and productivity improvement; and/or ongoing innovative activities that will benefit the Town of Firestone.

- **Teamwork:** Acting as an exceptionally effective and cooperative team member or team leader for a group that has significantly exceeded the goals and objectives of the department or unit.

- **Outstanding Achievement:** Awarded to the team member(s) for exceeding expectations and serving the Town in an exemplary manner.

To nominate an employee for consideration of the STAR Award you must submit your request in writing identifying the circumstance for the recommendation. Recipients of this award should demonstrate exceptional service and/or performance in one of the aforementioned categories.

Selected recipients of this award will be recognized at a regularly scheduled Town Board meeting by the Mayor and Board of Trustees and be presented with the STAR Award and a limited-edition Town-inspired T-shirt. Employees awarded the STAR Award will also have their names added to the STAR Award recipient plaque that will be located in Town Hall.

Recipients will be informed of their selection by means of a congratulatory email and letter inviting them to the next scheduled Board meeting for this honor. We encourage recipients to invite family and friends as we recognize their achievements.

AGENDA INFORMATION MEMORANDUM

FIRESTONE
TOWN BOARD OF TRUSTEES

AIM#: 9.a

Discussion/Action

Meeting Date: October 11, 2023

Initiated By: Paula Mehle

Dept: Economic Development

AGENDA TITLE

Ordinance 1030: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY ORDINANCE 828, AND THEREBY ACKNOWLEDGING TERMINATION OF THE IMPROVEMENTS REIMBURSEMENT AGREEMENT (CAMBRIA CROSSING ANNEXATION) BETWEEN THE TOWN OF FIRESTONE AND 610 SOUTH MAIN, LLC

RECOMMENDATION

Staff recommends approval of Ordinance 1030 repealing in its entirety Ordinance 828, and thereby acknowledging termination of the Public Improvements Reimbursement Agreement (Cambria Crossing) between the Town of Firestone and 610 South Main, LLC.

SUMMARY

Town staff recommends the Board of Trustees repeal Ordinance 828 which approved a Public Improvements Reimbursement Agreement with 610 South Main, LLC for the property known as Cambria Crossing, to clearly document that the agreement has been terminated.

Effectiveness of the agreement was subject to 16,000 square feet of retail sales-generating space obtaining certificates of occupancy within ten (10) years of the date the agreement was recorded (October 4, 2013). To date, no retail sales-generating space has been constructed; the agreement is automatically terminated.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

The property was annexed and received initial zoning by the Board of Trustees on January 23, 2013. The annexation agreement included conditions that the Town and owner would pursue a Public Improvement Reimbursement Agreement.

On February 13, 2013 the Board approved a vested rights agreement for the project. On August 28, 2013, the Board of Trustees considered and approved the public improvements reimbursement agreement ("PIRA") by Ordinance 828 along with Ordinance 829, amending the Firestone Municipal Code to create a Credit Against Sales Tax for the property referred to as Cambria Crossing property.

ATTACHMENTS

1. Ord 1030

ORDINANCE NO. 1030

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY ORDINANCE 828, AND THEREBY ACKNOWLEDGING TERMINATION OF THE IMPROVEMENTS REIMBURSEMENT AGREEMENT (CAMBRIA CROSSING ANNEXATION) BETWEEN THE TOWN OF FIRESTONE AND 610 SOUTH MAIN, LLC

WHEREAS, by Ordinance 828, adopted on August 28, 2013, the Board of Trustees of the Town of Firestone, Colorado, ("Board") approved an Improvement Reimbursement Agreement ("IRA") between the Town of Firestone ("Town") and 610 South Main, LLC ("Owner"), (collectively, the "Parties"), recorded on October 4, 2013 in the Weld County Clerk and Recorder's Office at Reception No. 3968485, concerning the Cambria Crossing Annexation ("Project"); and

WHEREAS, in conjunction with adoption of Ordinance 828 on August 28, 2013, the Board, by Ordinance 829, enacted Section 3.08.220 of the Firestone Municipal Code which implemented the Parties' IRA; and

WHEREAS, in accordance with the IRA, the Credit PIF Period starts the date on which the Project first generates sales or use tax and ends on the earlier of: (a) disbursement of Credit PIF Revenues equal to total Eligible Costs incurred by Infrastructure Provider and Accrued Interest thereon for Eligible Costs pursuant to reimbursement agreements; or (b) the 20th anniversary of the Credit PIF Release Date (defined as the date the Town issues a certificate of occupancy for the 16,000th s.f. of retail sale generating space within the Project); and

WHEREAS, in accordance with the IRA, the IRA automatically terminates in the event the Credit PIF Release Date does not occur within ten years of the date of recording of the IRA; and

WHEREAS, the IRA was recorded on October 4, 2013 and, as a result, the IRA automatically terminates if the Credit PIF Release Date does not occur on or before October 4, 2023; and

WHEREAS, Owner has not yet commenced any work on the Project as of October 4, 2023; and

WHEREAS, the Board finds and determines that, due to the failure of Owner to commence any work on the Project, the Credit PIF Release Date can never occur on or before October 4, 2023 as provided in the IRA, in which case the IRA for the Project has automatically terminated; and

WHEREAS, because the IRA has automatically terminated, the Board declares the IRA is null and void; and

WHEREAS, as the IRA is null and void, the Town therefore desires to repeal Ordinance 828.

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

Section 1. Ordinance 828 adopted by the Board of Trustees of the Town of Firestone, Colorado ("Board") is hereby repealed in its entirety and the Board, hereby acknowledges and declares the Improvement Reimbursement Agreement (Cambria Crossing Annexation) between the Town of Firestone, Colorado and 610 South Main, LLC has been terminated and of no further legal force and effect.

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

TOWN OF FIRESTONE, COLORADO

_____
Drew Alan Peterson, Mayor

ATTEST:

_____
Kristi K. Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

_____
William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE
TOWN BOARD OF TRUSTEES

AIM#: 9.b

Discussion/Action

Meeting Date: October 11, 2023

Initiated By: Paula Mehle

Dept: Economic Development

AGENDA TITLE

Ordinance 1031: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY SECTION 3.08.220 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE CAMBRIA CROSSING ANNEXATION PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENT

RECOMMENDATION

Staff recommends approval of Ordinance 1031, repealing in its entirety Section 3.08.220 of the Firestone Municipal Code regarding the Credit Against Sales Tax for the Cambria Crossing Annexation property.

SUMMARY

Town staff recommends the Board of Trustees repeal Ordinance 829 as the agreement that required the ordinance has terminated the agreement's conditions.

Ordinance 829 approved an amendment to the Firestone Municipal Code adding Section 3.08.220 Tax Credit on Cambria Crossing Annexation, in accordance with Section 4.02 of the Improvements Reimbursement Agreement (IRA) between the Town of Firestone and 610 South Main, LLC that was approved by Ordinance 828 on August 28, 2013.

610 South Main, LLC failed to meet the conditions of the PIRA of not reaching the Credit PIF period start date within ten (10) years of the date of the recording of the PIRA (October 4, 2023). The Credit PIF period was to have started when the Town issues a certificate of occupancy for, in the aggregate with any previously issued certificates of occupancy, the 16,000th building square foot of retail sales-generating space within the property.

Repealing Ordinance 829 does not affect the annexation or zoning of the property.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

On January 23, 2013, the Board of Trustees considered and approved the annexation comprised of approximately 289 acres of land at the southeast corner of Firestone Boulevard and Birch Street, an area known as Cambria Crossing. At that same meeting, the Board of Trustees approved the zoning of the property by Ordinance 818. On August 28, 2013, the Board of Trustees approved the public improvements reimbursement agreement ("PIRA") by Ordinance 828, followed by the approval of Ordinance 829, amending the Firestone Municipal Code to create a Credit Against Sales Tax for the Cambria Crossing Annexation property.

ATTACHMENTS

1. Ord 1031

ORDINANCE NO. 1031

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY SECTION 3.08.220 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE CAMBRIA CROSSING ANNEXATION PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENT

WHEREAS, on August 28, 2013, the Board of Trustees ("Board") of the Town of Firestone, ("Town") by Ordinance No. 829, enacted Section 3.08.220, "Tax Credit on Cambria Crossing Annexation," of the Firestone Municipal Code to implement the provisions of the Public Improvements Reimbursement Agreement (Cambria Crossing Annexation) between the Town and 610 South Main, LLC ("Developer") which was approved by Ordinance 828, adopted by the Board on August 28, 2013; and

WHEREAS, upon finding the Public Improvements Reimbursement Agreement for Cambria Crossing Annexation ("PIRA") automatically terminated and, thus, declaring the PIRA null and void, the Board by Ordinance 1030, adopted on _____, ___ 2023 repealed Ordinance 828, further signifying the PIRA is no longer deemed to be in effect; and

WHEREAS, because the PIRA is void and of no further effect, the Board finds and determines the Town has no further obligation to extend or continue the Sales/Use Tax Credit provisions for Cambria Crossing Annexation, as codified in Section 3.08.220; and

WHEREAS, the Board therefore desires to repeal in its entirety Section 3.08.220, "Tax Credit on Cambria Crossing Annexation," of the Firestone Municipal Code, which was to implement the now-terminated PIRA.

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

Section 1. Section 3.08.220, Tax Credit on Cambria Crossing Annexation, of the Firestone Municipal Code is hereby repealed in its entirety.

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

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

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

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

TOWN OF FIRESTONE, COLORADO

_____
Drew Alan Peterson, Mayor

ATTEST:

_____
Kristi K. Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

_____
William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE
TOWN BOARD OF TRUSTEES

AIM#: 9.c

Discussion/Action

Meeting Date: October 11, 2023

Initiated By: Nate Haasis

Dept: Engineering - Town

AGENDA TITLE

Resolution 23-106: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BOHANNAN HUSTON, INC. FOR CERTAIN PRE-CONSTRUCTION SERVICES AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE I-25 FRONTAGE AND FIRESTONE BOULEVARD INTERSECTION IMPROVEMENTS PROJECT

RECOMMENDATION

Staff recommends the Board approve Resolution 23-106, approving an agreement with Bohannan Hutson, Inc., and authorizing the expenditure of funds.

SUMMARY

This Agreement will allow Town staff to work with Bohannan Hutson, Inc. (BHI), as the Town's On-call Traffic Engineer on the I-25 Frontage and Firestone Blvd Intersection Improvements Project.

There is significant traffic congestion and delays on Firestone Blvd at the I-25 Interchange, which are made worse by alignment issues. While there are numerous factors leading to these problems, two significant alignment issues include:

- Westbound Firestone Blvd bottlenecks to two through lanes from three lanes with no dedicated right-turn lane to NB I-25.
- Westbound left turn lane from Firestone Blvd to the Southbound I-25 On-Ramp queue exceeds storage and overflows into a through-lane.

While the interchange is ultimately CDOT's responsibility, Town staff has identified potential improvements on Firestone Boulevard that could help address these two issues. This design project would include widening the north side of the westbound lane to provide a new, dedicated northbound I-25 on-ramp lane between the East I-25 Frontage Rd and NB I-25. It would also include the removal and replacement of the westbound concrete median to provide an extended left turn lane to the southbound I-25 on-ramp through the intersection with the NB I-25 on-ramp.

Bohannan Hutson, Inc. (BHI), as the Town's On-call Traffic Engineer, has provided a project scope and fee for a not-to-exceed amount of $120,000 for the design of these improvements. Included in BHI's scope is coordinating all CDOT reviews, approvals, and permitting. A Capital Improvement Project for constructing these improvements is being proposed in the 2024 Budget, subject to Board approval.

FINANCIAL CONSIDERATIONS

The agreement includes an amount not to exceed $120,000.00. Funding for this project will be provided from FURA incremental revenues.

HISTORY AND PREVIOUS BOARD ACTION

Bohannan Hutson, Inc. is currently under contract with the Town to perform On-Call Traffic Engineering services as well as performing the design of the WCR 26 Bridge Replacement. They have completed the design of the Colorado Boulevard Traffic and HAWK Signals and have extensive experience with traffic design projects and CDOT projects.

ATTACHMENTS

1. Reso 23-106 I-25 and Firestone Blvd Intersection Improvements Project Pre-Con Services Bohanna Huston Inc
2. Potential I-25 Firestone Blvd Improvements (BoT Agenda Item)
3. Professional Services Contract_S2023-9238_Rev

RESOLUTION NO. 23-106

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BOHANNAN HUSTON, INC. FOR CERTAIN PRE-CONSTRUCTION SERVICES AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE I-25 FRONTAGE AND FIRESTONE BOULEVARD INTERSECTION IMPROVEMENTS PROJECT

WHEREAS, the Town of Firestone ("Town") is in need of professional services for certain pre-construction services, such as design, survey and data acquisition, and bidding, together with administration of the construction contract in connection with the I-25 Frontage and Firestone Boulevard Intersection Improvements Project (the "Project"); and

WHEREAS, Bohannan Huston, Inc. has the requisite skill, knowledge, and expertise to assist the Town in pre-construction services and contract administration services during the construction phase of the Project.

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

The Professional Services Agreement between the Town of Firestone and Bohanna Huston, Inc. for Pre-Construction and Construction Contract Administration Services in connection with the I-25 Frontage and Firestone Boulevard Intersection Improvements Project is approved in substantially the same form as the copy attached hereto and made a part of this resolution. The Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 11th day of October, 2023.

TOWN OF FIRESTONE, COLORADO

_____
Drew Alan Peterson, Mayor

ATTEST:

_____
Kristi Bashor, Town Clerk

APPROVED AS TO FORM:

_____
William P. Hayashi, Town Attorney

NB I-25
On-Ramp
Add additional lane to create right-turn only for on ramp
E Frontage Road
Change right-turn only lane to a through/right-turn lane
Firestone Blvd
Remove portion of median and replace with WB left turn lane extension.
nearmap

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this _____ day of _____, 2023 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and **Bohannan Huston, Inc.** an independent Consultant with a principal place of business at 9785 Maroon Circle, Suite 140, Englewood, Colorado 80112 ("Consultant ") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as **I-25 Frontage and Firestone Blvd Intersection Improvements (S2023-9238)**

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

II. TERM AND TERMINATION

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

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

III. COMPENSATION

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant $120,000.00 This amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs, and expenses. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

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

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

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

V. OWNERSHIP

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

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

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

VI. INDEPENDENT CONSULTANT

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

VII. INSURANCE

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

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

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

3. Professional liability insurance with minimum limits of $1,000,000 each claim and $2,000,000 general aggregate.

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

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

VIII. INDEMNIFICATION

A. Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any Sub-Consultant of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any Sub-Consultant of Consultant. Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Consultant, any Sub-Consultant of

Consultant, or any officer, employee, representative, or agent of Consultant or of any Sub-Consultant of Consultant.

B. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the Town may be determined only after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual Agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. WORKER WITHOUT AUTHORIZATION

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

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

C. Verification.

1. If Consultant has employees, Consultant has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Consultant shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Consultant obtains actual knowledge that a Sub-Consultant performing work under this Agreement knowingly employs or contracts with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement, Consultant shall: notify the Sub-Consultant and the Town within 3 days that Consultant has actual knowledge that the Sub-Consultant is employing or contracting with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement; and terminate the subcontract with the Sub-Consultant if within 3 days of receiving the notice required pursuant to subsection 3 hereof, the Sub-Consultant does not stop employing or contracting with the worker without authorization who is performing work under this Agreement; except that Consultant shall not terminate the subcontract if during such 3 days the Sub-Consultant provides information to establish that the Sub-Consultant has not knowingly employed or contracted with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement.

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

X. CHANGE ORDERS

A. A Change Order is a written instrument issued after execution of the Agreement signed by Town and Contractor, stating their Agreement, as applicable, upon all of the following:
   a. The scope of the change in the Work;
   b. The amount of the adjustment to the Contract Price; and
   c. The extent of the adjustment to the Contract Times(s).

B. All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Town and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustment such changes.

XI. MISCELLANEOUS

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

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

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

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

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

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

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

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

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any

other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

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

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

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

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

TOWN OF FIRESTONE, COLORADO

_____

DREW PETERSON, MAYOR

ATTEST:

_____

Kristi K Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

_____

William P. Hayashi, Town Attorney

BOHANNAN HUSTON, INC.

By: _____

FIRESTONE COLORADO

EXHIBIT A

Bohannan Huston

Meridian One
9785 Maroon Circle
Suite 140
Englewood, CO
80112-5928

www.bhinc.com

voice: 303.799.5103
facsimile: 303.799.5104
toll free: 877.799.5103

August 11, 2023

Matt Wiederspahn, P.E.
Town of Firestone, Town Engineer
151 Grant Avenue, Firestone, CO 80520
mwiederspahn@firestoneco.gov

Re: Town of Firestone Traffic Engineering On-Call
I-25 Frontage and Firestone Blvd Intersection Improvements

Dear Mr. Wiederspahn,

Per your request, Bohannan Huston, Inc. (BHI) has prepared the following scope and fee for I-25 and Firestone Blvd Intersection Improvements, to include widening of the north side of the westbound (WB) lane to provide new, dedicated northbound (NB) I-25 on-ramp lane between the Frontage Road and I-25, and removal and replacement of WB median to provide extended southbound (SB) I-25 on-ramp left turn lane from the frontage road through the NB intersection.

Task 1: Project Control

BHI will Project Administration and Management through the duration of the project, including:

1. Project Administration
    a. Initial client kick-off meeting
    b. Prepare Project Management Plan
        i. Finalize project scope
        ii. Finalize project schedule
            1. Identify milestone and critical path elements
        iii. Identify Project Team
    c. Prepare Project contact list
    d. Subconsultant management
    e. Monthly progress reports
    f. Monthly invoicing
2. Monthly Project Meetings
    a. Prepare agendas
    b. Progress report and schedule update
    c. Prepare meeting notes

Task 2: Survey and Data Acquisition

BHI will provide field work in order to support design, including:

1. Design Survey and Mapping
    a. BHI will provide design surveying including:
        i. Prepare Survey Control, including a project benchmark
        ii. Provide a Control Diagram and report.
        iii. Perform Right-of-Way (ROW) Research and Mapping based upon record document research and review, field investigations to obtain boundary evidence, and collective evaluation of evidence to arrive at a defendable right-of-way determination.
        iv. Topographic Design Surveying include features of interest such as pavement markings, edge of pavement, concrete pavement segment joints, curb & gutter, curb cuts, sidewalks, signage, pedestrian access points, arterial streets, retaining walls, and marked and visible evidence of utilities, within the roadway corridor per the attached project boundary map.
2. Utility Location: BHI subconsultant, Underground Consulting Solutions (UCS), will provide field locating of existing utilities in accordance with Senate Bill (SB) 18-167 for integration into BHI design survey files. UCS will Notify CO 811 of engineering required project and perform records research of existing subsurface within the project limits by contacting each utility owner and obtaining their available facility records. UCS will perform geophysical investigation and marking of existing traceable (metallic or nonmetallic buried with trace wire) subsurface utilities.
3. Geotechnical Investigation and Pavement Design
    a. BHI subconsultant, Ground Engineering (GROUND), will provide geotechnical investigation including:
        i. Perform soil test borings at two locations within existing pavement to measure existing pavement thickness. GROUND will Drill 4 test holes using a conventional, truck-mounted drilling rig to evaluate the subsurface profile and to obtain earth material samples for laboratory testing at locations to be determined by GROUND. The test holes will be drilled within/near the pavement improvement areas. Test holes will be drilled to depths of approximately 5 to 10 feet below existing grades. The test holes will be drilled to target depths or to practical auger refusal, whichever occurs first; final depths of the test holes, however, will be determined in the field as exploration progresses and as the subsurface soil profile becomes evident.
        ii. Prepare geotechnical report/engineering summarizing:
            1. Existing soil/bedrock and pavement conditions
            2. Recommendations for site grading/earthwork operations,

excavation conditions, site utility installation, soil corrosivity, water-soluble sulfate content, and pavement sections developed per the *Town of Firestone's Design Standards & Construction Specifications for Public Improvements, 2022 Edition.*

Task 3: Preliminary Design

BHI will prepare preliminary design of the intersection improvements along the westbound (WB) lane of Firestone Blvd at the northbound (NB) intersection of I-25. BHI will design lane widening improvements of Firestone Blvd., to include widening of the north side of the WB lane to provide a new, dedicated NB I-25 on-ramp lane between the Frontage Road and I-25, and removal and replacement of WB median to provide extended southbound (SB) I-25 on-ramp left turn lane from the frontage road through the NB intersection. Refer to attached exhibit for additional information. Design will include traffic signal modifications for the new lane configurations, as well as signage and striping modifications. If signal relocation is determined to be needed, standard foundation details will be utilized. New guardrailing may also be implemented to provide protection of the signal. BHI will prepare Preliminary design package (30%), including plans and cost estimate, for initial City review.

BHI will review/perform drainage analysis to comply with the current Town Stormwater Criteria to document stormwater impacts. It is assumed that the impacts will be nominal and new infrastructure will not be required. BHI will prepare a brief drainage memo to document the drainage impacts from the improvements, including relative comparison of increased impervious area and runoff.

BHI will coordinate and review plans with CDOT as part of anticipated right-of-way permit application.

Task 4: Final Construction Documents

BHI will prepare final design documents based on preliminary design review comments for submittal and review with the City for construction bidding, including:

1. Construction Drawings including,
    a. Title Sheet, Project Data, Plans Index
    b. General Notes
    c. Typical Sections
    d. Project Control and Survey Sheet
    e. Removal Plan
    f. Roadway Plan and Profile/Intersection Plan Sheets
    g. Grading and Drainage Plans
    h. Signal Modification and/or Relocation Plans

i. Grading, Erosion and Sediment Control Plans and Details
j. Signage and Striping Plan
k. Traffic Control
l. Construction Phasing/Jointing Plans
m. Miscellaneous Construction Details

2. Technical Specifications
3. Final Engineer's Estimate of Construction Cost
4. Attendance at Final Review (95%) meeting

Task 5: Bidding and Construction Management Support

BHI will assist City staff on an on-call basis to provide bidding and construction management support, including:

1. Pre-bid meeting attendance
2. Addenda/Clarifications to contract documents intent
3. Bid Tabulation/Recommendation
4. Pre-construction meeting attendance
5. Submittal, Shop Drawing Review
6. RFI's, CO, Design Modification
7. Progress meetings (assumes 4 meetings)
8. Record Drawings (based on contractor as-builts)

Task 6: Additional Services

These services shall cover any additional work items that arise during the design phase of the project. The services shall be requested in writing by the Town of Firestone that fall outside the scope defined above up to the budget provided in the fee estimate below.

Assumptions:

- *Kick-off and review meetings will be held in-person. Progress meetings will be virtual.*
- *All improvements will be within public ROW and easements or ROW acquisition is not necessary.*
- *Field work will be performed within public ROW. This scope of work does not include any right-of-entry requests or coordination of right-of-way corner monumentation.*
- *Traffic impact study or additional analysis of intersections or adjacent roadways is not included. Signal timing or phasing modification is not included.*
- *The proposed project does not include any state or federal funding and therefore will not require federal authorization or clearance.*
- *The improvements will be designed within CDOT right-of-way. BHI will support in permitting and coordination with CDOT as needed.*
- *SUE will include QL 'B' locating. Up to 4 Utility Test Holes are included. Any additional test holes determined to be needed during Preliminary Design Phase will be completed as an additional service.*
- *It is assumed that the overall run-off quantity and drainage patterns will remain relatively*

unchanged. Regional drainage management or offsite improvements are not included.
- *CDOT Standard Drawings and Specifications may be referenced where applicable.*
- *Deliverables will be digital files (.DOC, DWG, or .PDF).*

Exclusions:
- *Title Work, vesting documents, Right-of-way appraisal, negotiations and acquisition*
- *CDOT ME Pavement Design*
- *Environmental investigation or documentation*
- *Drainage Improvements*
- *ADA ramp improvements*
- *Traffic Operations Analysis or Modeling*
- *Structural Design, including signal foundations. Standard Details will be used.*
- *Photometrics or Electrical Engineering*
- *New landscaping or irrigation design. Landscape restoration and restabilization will be included as part of plans.*
- *Public Meetings*
- *Permitting or associated fees*
- *Full time construction management or observation.*
- *Performing construction staking, or materials testing is not included.*

Fee:

The table below contains the estimated fees to provide these services:

Task 1: Project Control (T&M)	$8,430.00
Task 2: Survey and Data Acquisition (T&M)	$39,868.50
Task 3: Preliminary Design (T&M)	$17,618.00
Task 4: Final Construction Documents (T&M)	$24,564.00
Design Sub-Total	**$90,480.50**
Task 5: Bidding and Construction Management Support (T&M)	$14,734.00
Task 6: Additional Services (T&M)	$14,785.50
Total	**$120,000.00**

**Time and Materials (T&M) phases will be billed at hourly rates per attached fee schedule

We look forward to continuing to work with the Town of Firestone. Thank you again for the opportunity to provide these services. Should you have any questions around the scope and fee above, please do not hesitate to contact me.

Sincerely,

Jared M Lee, P.E., LEED AP
Senior Vice President

cc: Nate Haasis, Town of Firestone

TASK BREAKDOWN AND COST ESTIMATE
I-25 Frontage and Firestone Blvd Intersection Improvements
Town of Firestone
July 13, 2023

Bohannan Huston
Engineering
Spatial Data
Advanced Technologies

	TASKS	E7	E3	E2	E1	AA4	Hours	Direct Costs	Total Cost
		245	143	123	105	85			
1	**Project Control**								
1.1	Project Management Plan & Schedule	1.0	2.0			1	4.0	$ -	$ 616.00
1.2	Project Management	6.0	12.0				18.0	$ -	$ 3,186.00
1.3	Kickoff Meeting	2.0	4.0		2.0	2.0	10.0	$ -	$ 1,442.00
1.4	Progress Meetings (6)	6.0	12.0				18.0	$ -	$ 3,186.00
							50.0	**$ -**	**$ 8,430.00**
2	**Survey and Data Acquisition**								
2.1	Engineering Research/Site Visit	4.0	4.0				8.0	$ 50.00	$ 1,602.00
2.2	Geotechnical Investigation/Report (Ground Eng)	2.0					2.0	$ 7,900.00	$ 8,390.00
2.3	ROW Research and Survey Control (BHI Survey)	2.0	2.0				4.0	$ 6,543.50	$ 7,319.50
2.4	Design Survey and Mapping (BHI Survey)	2.0	6.0				8.0	$ 13,050.00	$ 14,398.00
2.5	Utility Location Survey (UCS)	1.0	2.0				3.0	$ 3,011.00	$ 3,542.00
2.6	Utility Potholes (assumes 4 potholes)	1.0	4.0				5.0	$ 3,800.00	$ 4,617.00
							30.0	**$ 34,354.50**	**$ 39,868.50**
3	**Preliminary Design**								
3.1	Preliminary Layout		4.0		8.0		12.0	$ -	$ 1,412.00
3.2	Cover, General Notes		2.0		4.0		6.0	$ -	$ 706.00
3.3	Typical section, details		2.0		6.0		8.0	$ -	$ 916.00
3.4	Removal Plan		2.0		8.0		10.0	$ -	$ 1,126.00
3.5	PNPs/Intersection sheet		4.0		16.0		20.0	$ -	$ 2,252.00
3.6	Preliminary Signal Plan		2.0	6.0	4.0		12.0	$ -	$ 1,444.00
3.7	Preliminary Signage and Striping Plan		2.0	4.0	4.0		10.0	$ -	$ 1,198.00
3.8	Preliminary Drainage Analysis		4.0		10.0		14.0	$ -	$ 1,622.00
3.9	Preliminary Cost Estimate	1.0	2.0		8.0		11.0	$ -	$ 1,371.00
4	Quality Control Review and Address Comments	2.0	4.0		4.0	2.0	12.0	$ -	$ 1,652.00
4.1	Town Submittal/Review Meeting	2.0	2.0				4.0	$ -	$ 776.00
4.2	Preliminary Utility Coordination	2.0	5.0				7.0	$ -	$ 1,205.00
4.3	CDOT Review/Permitting Coordination	2.0	6.0		4.0	2.0	14.0	$ -	$ 1,938.00
							140.0	**$ -**	**$ 17,618.00**
4	**Final Construction Documents**								
4.1	Final Roadway Design		4.0		12.0		16.0	$ -	$ 1,832.00
4.2	Final Signal Plan		2.0	8.0	8.0		18.0	$ -	$ 2,110.00
4.3	Final Signage and Striping Plan		2.0	6.0	5.0		13.0	$ -	$ 1,549.00
4.4	Intersection details sheets		2.0		12.0		14.0	$ -	$ 1,546.00
4.5	Traffic Control/Phasing Plans		2.0	4.0	16.0		22.0	$ -	$ 2,458.00
4.6	Construction Jointing Plans		2.0		12.0		14.0	$ -	$ 1,546.00
4.7	Final Drainage Memo		6.0		6.0	2.0	14.0	$ -	$ 1,658.00
4.8	Final Cost Estimate		2.0		12.0		14.0	$ -	$ 1,546.00
4.9	Technical Specifications and Bid Documents	2.0	4.0		8.0		14.0	$ -	$ 1,902.00
5	Quality Control Review and Address Comments	2.0	4.0		4.0	2.0	12.0	$ -	$ 1,652.00
5.1	Town Submittal/Review Meeting	2.0	2.0				4.0	$ -	$ 776.00
5.2	CDOT Review/Permitting Coordination	2.0	6.0		6.0	2.0	16.0	$ -	$ 2,148.00
5.3	Final Utility Coordination	1.0	6.0		6.0	2.0	15.0	$ -	$ 1,903.00
5.4	PS&E/Final Bid Documents	2.0	4.0	2.0	6.0		14.0	$ -	$ 1,938.00
							200.0	**$ -**	**$ 24,564.00**
5	**Bidding and Construction Management Support**								
5.1	Pre-Bid Attendance	2.0	4.0				6.0	$ 50.00	$ 1,112.00
5.2	Addenda/Clarifications	1.0	5.0		6.0		12.0	$ -	$ 1,590.00
5.3	Pre-Construction Meeting	2.0	6.0				8.0	$ 50.00	$ 1,398.00
5.4	Submittal Review	1.0	8.0		12.0		21.0	$ -	$ 2,649.00
5.5	RFI's, CO, Design Modification	1.0	6.0		10.0		17.0	$ -	$ 2,153.00
5.6	Progress meetings (assumes 4 meetings)	4.0	16.0				20.0	$ 200.00	$ 3,468.00
5.7	Substantial/Final Completion	1.0	6.0				7.0	$ 50.00	$ 1,153.00
5.8	Record Drawings	1.0	2.0		6.0		9.0	$ 50.00	$ 1,211.00
							100.0	**$ 400.00**	**$ 14,734.00**
6	**Additional Services**								
6.1	Additional Design Services								$ 14,785.50
							0.0	**$ -**	**$ 14,785.50**
	TOTAL	**60.0**	**190.0**	**30.0**	**225.0**	**15.0**	**520.0**	**$ 34,754.50**	**$ 120,000.00**
Additional Services:									
A1	Additional Potholes (EA)		1.0				1.0	$ 500.00	$ 643.00

**estimated hours and costs are informational only and may vary from actual hours and cost

BOHANNAN HUSTON, INC.
FEE SCHEDULE HOURLY RATES
OCTOBER 2, 2021

	1	2	3	4	5	6	7
ENGINEER Civil, Structural, Mechanical, Electrical	**$105**	**$123**	**$143**	**$163**	**$183**	**$220**	**$245**
SURVEYOR	**$105**	**$123**	**$143**	**$163**	**$183**	**$220**	**$245**
TECHNICAL MANAGER IT, GIS, Spatial Data, Construction, Project Manager	**$105**	**$123**	**$143**	**$163**	**$183**	**$220**	**$245**
PLANNER Community, Transportation	**$95**	**$105**	**$120**	**$135**	**$155**	**$190**	**$235**
GIS PROFESSIONAL Geographic Information Systems	**$90**	**$100**	**$115**	**$130**	**$150**	**$180**	**$210**
TECHNICAL SPECIALIST Engineering Tech, Survey Tech, Geospatial Analyst, Graphics Specialist	**$72**	**$77**	**$82**	**$92**	**$107**	**$120**	**$135**
CONSTRUCTION OBSERVER	**$73**	**$78**	**$83**	**$93**	**$108**	**$123**	**$163**
MATERIALS TECHNICIAN Field and Laboratory Materials Testing	**$55**	**$65**	**$75**	**$80**	**$95**	**$115**	**$135**
PROJECT ADMINISTRATOR	**$85**	**$100**	**$120**	**$140**	**$160**	**$180**	**$210**
ADMINISTRATIVE ASSISTANT Clerical Support	**$55**	**$65**	**$75**	**$85**	**$95**	**$105**	**$120**

MATERIALS AND REIMBURSABLE EXPENSES

Plotting, Printing and Binding - As invoiced at cost of labor and materials.

Courier / Delivery Service - As invoiced by provider.

Mileage - As published for the IRS Standard Mileage Rate.

Per Diem/Travel - Field personnel in accordance with the latest GSA Schedule based on location of service.
Office/Professional staff travel costs, meals and lodging will be billed at cost.

Survey Equipment Charge - $25.00/Hour.

Survey Material Charge - $2.60/Hour.

Expert Witness - Rates shall be negotiated based on the requirements of the contract with a minimum of four hours while in court.

Other Direct Project Expenses - At Cost.

Overtime - Performed upon request of the client; will be invoiced at 1.30 times the standard hourly rate.

Applicable Gross Receipts or Sales and Use Tax - Added to all fees charged for professional services unless they are exempt and official documentation is on file with Bohannan Huston, Inc.

UAV Usage Charge - Rates shall be negotiated based on the requirements of the contract.

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 9.d **Discussion/Action** **Meeting Date:** October 11, 2023 **Initiated By:** **Dept:** Town Clerk

AGENDA TITLE
Discussion of Municipal Judge Agreement

RECOMMENDATION

SUMMARY
Discussion of the current Municipal Judge Agreement that expires in 12/24

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS
None