



TOWN OF FIRESTONE
Board of Trustees Regular Meeting Agenda

October 9, 2024
6:00 PM

9900 Park Avenue, Firestone, CO 80504

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

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

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

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

1. **Call to Order & Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
5. **Consent Agenda**
 - a. Approval of the September 25, 2025 Board of Trustees Regular Meeting Minutes
 - b. **Resolution 24-90:** 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 MASTER METER FLOW CONTROL VAULTS FINAL DESIGN PROJECT
6. **Proclamation**
 - a. National Planning Month Proclamation
 - b. Hispanic Heritage Month Proclamation
7. **Presentation**
 - a. Comcast- Letter of Support for Broadband Equity, Access, and Deployment (BEAD) Applications

* 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.

8. Discussion/Action

- a. **Resolution 24-92:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE PURCHASE OF CAPITAL EQUIPMENT NECESSARY FOR THE TOWNS OPERATIONS
- b. **Resolution 24-91:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE AGREEMENT WITH SHAUN DOLAN
- c. **Ordinance 1050:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTER 5.04 BUSINESS LICENSES GENERALLY OF THE FIRESTONE MUNICIPAL CODE
- d. **Ordinance 1051:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY CHAPTER 5.24 CONCERTS OF THE FIRESTONE MUNICIPAL CODE
- e. **Ordinance 1052:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING CHAPTER 12.32, PARKS AND RECREATION FACILITIES, IN ITS ENTIRETY, AND REENACTING AND RETITLING CHAPTER 12.32 AS PARKS, TRAILS AND RECREATION FACILITIES.
- f. **Ordinance 1053:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING, REENACTING AND RETITLING IN ITS ENTIRETY CHAPTER 12.36 SPECIAL EVENT PERMITS OF THE FIRESTONE MUNICIPAL CODE.
- g. **Ordinance 1054:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY CHAPTER 5.12 AMUSEMENTS OF THE FIRESTONE MUNICIPAL CODE
- h. **Resolution 24-93:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING PARK AND RECREATION FACILITY FEES
- i. CIP and All Other Funds

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

10. Reports

a. Staff

10.a.i. Closed Captioning

10.a.ii. September Monthly Financial report

b. Mayor

c. Trustees

11. Executive Session

- a.** An executive session pursuant to C.R.S. 24-6-402(4)(f)(I) for a personnel matter regarding the Town Manager's quarterly evaluation.

12. 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 BOARD OF TRUSTEES



AIM No.: 5.a

Consent Agenda

Meeting Date: October 9, 2024

Initiated By:

Department: Town Clerk

AGENDA ITEM

Approval of the September 25, 2025 Board of Trustees Regular Meeting Minutes

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. 09-25-2024 BoT Meeting Minutes DRAFT



TOWN OF FIRESTONE
Board of Trustees Regular Meeting
MINUTES
September 25, 2024

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on September 25, 2024, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Conyac called the meeting to order at 06:07 PM

The following were present upon the call of the roll:

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

2. Pledge of Allegiance

a. Young Marines

Mayor Conyac introduced Lance Corporal Cartellone of the Foothills Young Marines, who led the pledge of allegiance.

3. Approval of Agenda

Motion by Trustee Doherty, **second** by Trustee Haney, to amend the agenda as follows:

Move Consent Agenda Item 5.d, Resolution 24-85, to the top of the Discussion/Action section, making it the new Item 9.a. This adjustment will shift the current Discussion/Action Items 9.a. through 9.f. down by one letter, renumbering them as 9.b. through 9.f. Additionally, move Consent Items 5.e, Resolution 24-87, and 5.f, Resolution 24-88, to the end of the Discussion/Action section, making them the new Items 9.g. and 9.h.

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

Motion by Trustee Doherty, **second** by Trustee Haney, to approve the amended agenda.

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

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

Betty Heath, a Firestone resident, shared her appreciation for the Board and Staff during recent meetings and events.

Becky Duckworth, a Firestone resident, raised questions about the 2025 General Fund summary.

5. Consent Agenda

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Doherty, to approve Consent Agenda as amended.

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

a. Approval of the August 28, 2024 Board of Trustees Regular Meeting Minutes

b. **Ordinance 1048:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO, REPEALING AND REENACTING IN ITS CHAPTER 10.04 OF THE FIRESTONE MUNICIPAL CODE REGARDING ADOPTION OF THE 2024 MODEL TRAFFIC CODE FOR COLORADO

c. **Resolution 24-83:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF
FIRESTONE, THE CITY OF BRIGHTON, THE CITY OF DAcono, THE TOWN
OF ERIE, THE TOWN OF FREDERICK, THE TOWN OF MEAD, THE TOWN OF
LOCHBUIE, THE CITY OF LONGMONT, THE CITY OF THORNTON, AND
WELD COUNTY REGARDING THE ESTABLISHMENT OF THE SOUTHWEST
WELD COUNTY SUBREGION FORUM FOR COLLABORATIVE
TRANSPORTATION PLANNING

- d. **Resolution 24-89:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING THE 2024-2025 AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM

6. **Proclamation**

- a. Suicide Awareness and Prevention Month
- b. Red Ribbon Week

7. **Presentation**

- a. St. Vrain School District Bond Discussion

8. **Land Development**

- a. **PUBLIC HEARING: Ordinance 1047:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL) AND SECTION 16.8 AND TABLES 3-2 AND 7.1 OF CHAPTERS 3 AND 7 OF TITLE 16 (FIRESTONE DEVELOPMENT CODE) OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO THE BOARD OF ADJUSTMENT AND LARGE FAMILY HOME DAYCARES; AND DECLARING AN EMERGENCY WITH RESPECT THERETO

Mayor Conyac opened the Public Hearing at 6:43 pm. Todd Bjerkaas, Director of Planning and Development, presented.

The Mayor invited public comments, but no one came forward.

Todd Bjerkaas responded to the Boards questions regarding the proposed ordinance.

The Mayor closed the Public Hearing at 7:12 PM.

Motion by Trustee Morton, **second** by Trustee Haney, to Approve **PUBLIC HEARING: Ordinance 1047**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL) AND SECTION 16.8 AND TABLES 3-2 AND 7.1 OF CHAPTERS 3 AND 7 OF TITLE 16 (FIRESTONE DEVELOPMENT CODE) OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO THE BOARD OF ADJUSTMENT AND LARGE FAMILY HOME DAYCARES; AND DECLARING AN EMERGENCY WITH RESPECT THERETO

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

- b. **Resolution 24-86**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SINGLE-DISTRICT MODEL SERVICE PLAN AND A MULTIPLE-DISTRICT MODEL SERVICE PLAN FOR USE BY PROPONENTS OF TITLE 32 SPECIAL DISTRICTS WITHIN THE TOWN OF FIRESTONE, COLORADO; AND SETTING FORTH OTHER DETAILS RELATED THERETO

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Haney, to amend paragraph 10 of the Town of Firestone Model Service Plan to state: "The District shall notify the Town prior to the District's use of the power of eminent domain" within **Resolution 24-86**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SINGLE-DISTRICT MODEL SERVICE PLAN AND A MULTIPLE-DISTRICT MODEL SERVICE PLAN FOR USE BY PROPONENTS OF TITLE 32 SPECIAL DISTRICTS WITHIN THE TOWN OF FIRESTONE, COLORADO; AND SETTING FORTH OTHER DETAILS RELATED THERETO

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

Motion by Mayor Pro Tem Jimenez, seconded by Trustee Doherty, to approve Resolution 24-86 as amended.

Resolution 24-86: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SINGLE-DISTRICT MODEL SERVICE PLAN AND A MULTIPLE-DISTRICT MODEL SERVICE PLAN FOR USE BY PROPONENTS OF TITLE 32 SPECIAL DISTRICTS WITHIN THE TOWN OF FIRESTONE, COLORADO; AND SETTING FORTH OTHER DETAILS RELATED THERETO

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

9. Discussion/Action

- a. **Resolution 24-85:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN STEVE BALCEROVICH AND TIM COLEMAN FOR GENERAL COLORADO GOVERNMENTAL AFFAIRS

Motion by Trustee Morton, **second** by Trustee Doherty, to Approve **Resolution 24-85:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN STEVE BALCEROVICH AND TIM COLEMAN FOR GENERAL COLORADO GOVERNMENTAL AFFAIRS

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

- b. Budget Review (Water Fund, Stormwater Fund, & Water and Community Resources - General Fund)
- c. Central Weld Discussion

- d. **Ordinance 1049:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO, ENACTING CHAPTER 8.06 CAMPING RESTRICTIONS OF THE FIRESTONE MUNICIPAL CODE

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Haney, to approve **Ordinance 1049:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO, ENACTING CHAPTER 8.06 CAMPING RESTRICTIONS OF THE FIRESTONE MUNICIPAL CODE

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

- e. **Resolution 24-82:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A MASTER SERVICES AND PURCHASE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND AXON ENTERPRISES INC.

Motion by Trustee Haney, **second** by Trustee Morton, to approve **Resolution 24-82:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A MASTER SERVICES AND PURCHASE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND AXON ENTERPRISES INC.

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

- f. **Resolution 24-84:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO 1 AND FURTHER AMENDING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WESTWATER RESEARCH LLC FOR WATER RIGHTS TRANSACTION SERVICES

Motion by Trustee Doherty, **second** by Trustee Haney, to approve **Resolution 24-84:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO 1 AND FURTHER AMENDING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE

AND WESTWATER RESEARCH LLC FOR WATER RIGHTS TRANSACTION
SERVICES

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

- g. **Resolution 24-87:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE SPRINGS METROPOLITAN DISTRICT

Motion by Trustee Holcomb, **second** by Trustee Haney, to amend paragraph 10 of the Town of Firestone Model Service Plan to state: "The District shall notify the Town prior to the District's use of the power of eminent domain" within **Resolution 24-87:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE SPRINGS METROPOLITAN DISTRICT

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Morton, to approve with amended language for **Resolution 24-87:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE SPRINGS METROPOLITAN DISTRICT

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

- h. **Resolution 24-88:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FIRST AMENDMENT TO

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE SPRINGS SOUTH METROPOLITAN DISTRICT

Motion by Trustee Haney, **second** by Trustee Doherty, to amend paragraph 10 of the Town of Firestone Model Service Plan to state: "The District shall notify the Town prior to the District's use of the power of eminent domain" within **Resolution 24-88: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE SPRINGS SOUTH METROPOLITAN DISTRICT**

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Haney, to approve as amended for **Resolution 24-88: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE SPRINGS SOUTH METROPOLITAN DISTRICT**

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

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

There were no individuals who came forward to provide public comment.

11. Reports

a. Staff

11.a.i. August Monthly Financial Report

b. Mayor

c. Trustees

12. Adjournment

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

Introduced and Approved the 9th of October, 2024

TOWN OF FIRESTONE, COLORADO

ATTEST

Don Conyac, Jr., Mayor

Missy Carranco
Deputy Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.b

Consent Agenda

Meeting Date: October 9, 2024

Initiated By: Matt Wiederspahn

Department: Engineering & Utilities

AGENDA ITEM

Resolution 24-90: 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 MASTER METER FLOW CONTROL VAULTS FINAL DESIGN PROJECT

RECOMMENDATION

Staff recommends approval of Resolution 24-90, authorizing the execution of the agreement for final design services between the Town of Firestone and Colorado Civil Group, Inc. and authorizing staff to expend funds.

SUMMARY

This agreement authorizes Colorado Civil Group, Inc (CCG). to prepare a final design for the Central Weld County Water District (CWCWD) Master Meter Vault Flow Control Project. With the completion of the St. Vrain Water Treatment Plant, it will be necessary to install flow control and meter systems downstream of CWCWD Master Meters. This will allow for daily flow control restrictions to ensure that the Town is accurately balancing the water taken from the treatment plant and not drawing more water from the CWCWD system than necessary. CCG completed the preliminary design used to develop the scope of services for this final design contract.

Under this contract, CCG will deliver final design and construction documents for the proposed work. CCG will coordinate with Central Weld County Water District, impacted landowners, and utilities to deliver a complete project to the Town.

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

FINANCIAL CONSIDERATIONS

The agreement includes an amount not to exceed \$180,000.00. Sufficient funds were budgeted in the Water Fund CIP account for the CWCWD Master Meter Flow Control Vaults Project.

HISTORY AND PREVIOUS BOARD ACTION

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

On September 27, 2023 the Board of Trustees approved a design contract with CCG to perform preliminary design services for the Master Meter Control Vault project.

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:

- Maintain Town Infrastructure & Facilities
- Uphold Fiscal Integrity
- Maintain a Safe, Clean & Beautiful Town
- Organizational Objectives

ATTACHMENTS

1. Reso 24-90 CCG Agreement for CWCWD Master Meter Flow Control Vaults Final Design
2. CWCWD Master Meter Flow Control Vaults - Final Design (2024.09.17)

RESOLUTION NO. 24-90

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 MASTER METER FLOW CONTROL VAULTS FINAL DESIGN PROJECT

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

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

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

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

PASSED AND ADOPTED this 9th day of October, 2024.

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2024 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and **Colorado Civil Group, Inc.**, an independent contractor with a principal place of business at 2204 Hoffman Drive, Loveland, Colorado 80538 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services and

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

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

I. SCOPE OF SERVICES

- A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as **CWCWD Master Meter Flow Control Vaults Final Design (W2023-9551.01)**
- B. A change in the Scope of Services shall not be effective unless authorized as a modification to this Agreement. If the Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

- A. This Agreement shall commence on the Effective Date and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town or until terminated as provided herein.
- B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay the Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration of the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed \$180,000.00. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such

fees, costs, and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

- A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the preference for Colorado Labor set forth in C.R.S. Article 17 Title 8.
- B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ Sub-Contractors to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

- A. Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.
- B. If the Town reuses or makes any modification to Contractor's designs, documents or work product without the prior written authorization of Contractor, the Town agrees, to the fullest extent permitted by law, to release the Contractor, its officers, directors, employees and sub-Contractors from all claims and causes of action arising from such uses, and shall to the extent permitted by law indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Town's modification or reuse of the documents.
- C. The Town expressly acknowledges and agrees that the documents and data to be provided by Contractor under the Agreement may contain certain design details, features and concepts from the Contractor's own practice detail library, which collectively may form portions of the design for the Project, but which separately, are, and shall remain, the sole and exclusive property of Contractor. Nothing herein shall be construed as a limitation on the Contractor's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent Contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall

be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

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

VIII. INDEMNIFICATION

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

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

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

IX. CHANGE ORDERS

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

X. MISCELLANEOUS

- A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.
- B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.
- C. Integration. This Agreement constitutes the entire Agreement between the Parties, superseding all prior oral or written communications.
- D. Third Parties. There are no intended third-party beneficiaries to this Agreement.
- E. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when personally presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.
- F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- G. Modification. This Agreement may only be modified upon written Agreement of the Parties.
- H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.
- I. Governmental Immunity. The Town and its officers, and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

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- J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.
- K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.
- L. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

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

TOWN OF FIRESTONE, COLORADO

Don Conyac, Jr., Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

COLORADO CIVIL GROUP, INC.

By:



David Lindsay, President

ATTEST:



David Huwa, Secretary/Treasurer

EXHIBIT A SCOPE OF SERVICES

Contractor 's Duties

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

- Contractor shall prepare final design and construction documents for the proposed work based on the previously completed Preliminary Design prepared by Contractor.
- Contractor shall use the Preliminary Design for initial submittals to Central Weld County Water District and to landowners.
- Contractor shall arrange for potholing of utilities identified in the Preliminary Design which may have conflicts with the proposed improvements.
- Contractor shall arrange for subsurface geotechnical services at each location to aid in the structural design of the vaults at each of the project locations.
- Contractor shall arrange for survey of potholes and geotech test holes. If needed, the surveyor shall also prepare metes and bounds legal descriptions for any easements needed for the work.
- Contractor shall meet with CWCWD, landowners, and impacted utilities to coordinate the work.
- Contractor shall prepare construction drawings that shall include site improvements plan view, profile of main pipelines, vault structural details, solar power supply and SCADA controls details, and sample traffic control plans.
- Contractor shall prepare a Construction Project Manual consisting of bidding documents, contract documents, and construction specifications using EJCDC Construction Documents.

Contractor 's Deliverables

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

- 75% complete construction plan set for review.
- 100% complete construction plan set with Project Manual for review.
- Final stamped mylar construction drawings.
- Soils Report

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.a

Proclamation

Meeting Date: October 9, 2024

Initiated By:

Department: Town Clerk

AGENDA ITEM

National Planning Month Proclamation

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.b

Proclamation

Meeting Date: October 9, 2024

Initiated By:

Department: Town Clerk

AGENDA ITEM

Hispanic Heritage Month Proclamation

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.a

Presentation

Meeting Date: October 9, 2024

Initiated By:

Department: Administration

AGENDA ITEM

Comcast- Letter of Support for Broadband Equity, Access, and Deployment (BEAD) Applications

RECOMMENDATION

SUMMARY

Comcast representative - explain the proposed projects and receive a letter of support.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:

ATTACHMENTS

None

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.a

Discussion/Action

Meeting Date: October 9, 2024

Initiated By: Jessica Clanton

Department: Finance

AGENDA ITEM

Resolution 24-92: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE PURCHASE OF CAPITAL EQUIPMENT NECESSARY FOR THE TOWNS OPERATIONS

RECOMMENDATION

Staff recommends approval of Resolution 24-92

SUMMARY

The proposed resolution approves the purchase of essential capital equipment required for the Town's operations. The equipment includes various utility and maintenance tools, such as a tandem plow truck, trailers, a forklift, and a crack sealer, which will support the Town's ability to maintain its infrastructure and public spaces effectively. The items have been selected following the Town's purchasing policy, ensuring cost-effective and necessary acquisitions to support municipal functions. Approval of this purchase will enable the Town to continue providing high-quality services to its residents.

FINANCIAL CONSIDERATIONS

\$709,500, to be paid out of the General Fund

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Res 24-92 Capital Equipment Purchase (1)

RESOLUTION NO. 24-92

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING THE PURCHASE OF
CAPITAL EQUIPMENT NECESSARY FOR THE TOWNS OPERATIONS**

WHEREAS, pursuant to C.R.S. 31-15-302, the financial powers of the Town of Firestone (“Town”) include the power to control the finances of the Town, appropriate money for municipal purposes and provide for payment of municipal expenses; and

WHEREAS, all of the items set forth below are capital equipment necessary for the Towns’ operations; and

Utility Trailer -----	\$9,000
Batwing Mower Attachment -----	\$32,000
Open Space Trailer -----	\$111,000
Boss V-Plow -----	\$10,500
2024 Heil 10,000lb Diesel Forklift -----	\$85,000
Coats 1300 Wheel Balancer -----	\$7,000
Coats MAXX80A Tire Machine -----	\$10,000
Crimline Crack Sealer -----	\$75,000
UTV John Deere Gator -----	\$35,000
Light Tower -----	\$15,000
Tandem Plow Truck -----	\$320,000

WHEREAS, in accordance with the Towns Purchasing Policy all the items under \$50,000 were purchased in accordance with the Town’s Informal Quotations procedures, and all of those over \$50,000 with the exception of the 2024 Heil 10,000 lb Diesel Forklift and Crimline Crack Sealer were purchased through use of the Colorado State Purchasing and Contracts Office Competitive Bids; and

WHEREAS, the 2024 Heil 10,000 lb Diesel Forklifts and Crimline Crack Sealer were in accordance with Town’s Purchasing Policy Sole Source Purchases as they are from single suppliers who were the only ones capable in the area of meeting all of the Town’s specifications and requirements; and

WHEREAS, the Board of Trustees finds that the purchase of all of the capital equipment is in the best interest of the Town.

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

Section 1. The Board of Trustees hereby approves the purchase of all of the capital equipment set forth in this Resolution.

INTRODUCED, READ AND ADOPTED this 9th day of October, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.b

Discussion/Action

Meeting Date: October 9, 2024

Initiated By: Julie Pasillas

Department: Water & Community Resources

AGENDA ITEM

Resolution 24-91: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE AGREEMENT WITH SHAUN DOLAN

RECOMMENDATION

Staff recommends the approval of Resolution 24-91, approving the Purchase and Sale Agreement with Shaun Dolan for the purchase of 3 shares of the Godding Ditch Company and authorizing the Mayor to execute the agreement on behalf of the Town.

SUMMARY

The proposed agreement between the Town of Firestone and Shaun Dolan is for the purchase of three (3) shares of the Godding Ditch Company owned by Shaun Dolan for \$300,000.00.

The Town's 2020-2050 Water Action Plan identified the acquisition of additional water supplies as a priority.

FINANCIAL CONSIDERATIONS

The agreement includes a purchase price of \$300,000.00 for the Godding Ditch Company shares. The purchase will be paid for by the Town of Firestone Water Enterprise Fund.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved Resolution 20-39, adopting the Town of Firestone 2020-2050 Water Action Plan on March 25, 2020. At several Board of Trustee meetings in 2021, 2022, 2023, and 2024, Town staff and the Board of Trustees discussed in water retreats/special meetings, open sessions, and executive sessions developing a strategy for negotiations and instructing negotiators concerning the acquisition of water rights. The Town's Water Team has been working to implement the 2020-2050 Water Action Plan, which identifies the need to acquire additional water supplies and facilities. Previous efforts towards implementing the Water Action Plan are as follows.

- The Town has completed the infrastructure project at Firestone Reservoir No. 1 and held the initial closing of Firestone Reservoir No. 2, which is deliverable in early 2026.
- The Town has successfully purchased Firestone Reservoir No. 3, which will be delivered by the end of 2031.
- The Town has successfully purchased additional water shares of the New Consolidated Lower Boulder Reservoir and Ditch Company, Godding Ditch Company, Rural Ditch Company, New Coal Ridge Ditch Company, and Last Chance Ditch Company.

BOARD STRATEGIC PLAN IMPACT

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

- Maintain Town Infrastructure & Facilities
- Design and Promote Livable Neighborhoods & Homes
- Organizational Objectives

ATTACHMENTS

1. Res 24-91 Purchase and Sale Water Rights Agreement-Dolan
2. Purchase and Sale Agreement - Dolan - signed
3. Exhibit A Dry-up Covenant Dolan
4. Water Leaseback to Dolan

RESOLUTION NO. 24-91

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE AGREEMENT WITH SHAUN DOLAN

WHEREAS, Shaun Dolan desires to convey certain water rights which the Town of Firestone ("Town"), acting by and through its Water Activity Enterprise, desires to purchase, subject to the terms and conditions set forth in a Purchase and Sale Agreement.

WHEREAS, the Town agrees to leaseback the Godding Ditch Shares to Shaun Dolan at no cost for up to five (5) years following the closing, and Shaun Dolan shall pay all Godding Ditch Company assessments for the duration of the leaseback.

WHEREAS, after purchase of the water rights, the water rights will need to go through the adjudicatory process to change the use from irrigation to municipal use.

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

1. The Purchase and Sale Agreement ("Agreement") between the Town of Firestone, acting by and through its Water Activity Enterprise ("Buyer"), and Shaun Dolan ("Seller") for Water Rights is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Agreement on behalf of the Town acting by and through its Water Activity Enterprise.

2. The Town Manager and other officers, employees and agents of the Town are further authorized to execute and deliver all documents necessary in connection with the closing of the purchase of the Water Rights, and to do all things necessary on behalf of the Town to perform all obligations of the Town under the Agreement, including without limitation the execution and delivery of all documents necessary or required with closing.

3. The Town Manager and other officers, employees and agents of the Town are further authorized to do all things necessary on behalf of the Town to adjudicate a change in use of the water rights, including submitting a request to change the water rights to the Godding Ditch Company, filing an application in the Division One Water Court and prosecuting the same to completion.

INTRODUCED, READ, AND ADOPTED this 9th day of October, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

PURCHASE AND SALE AGREEMENT

(Water Rights)

This Purchase and Sale Agreement ("Agreement") by and between the Shaun Dolan ("Seller"), and the Town of Firestone, acting by and through its Water Activity Enterprise ("Buyer"). Seller and Buyer may be referred to individually as a "Party" or collectively as "Parties."

RECITALS

WHEREAS, Seller owns and wishes to convey certain water rights as described below to Buyer; and

WHEREAS, Buyer desires to acquire said water rights pursuant to the terms and conditions contained hereafter;

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, the Parties hereby agree as follows:

1. Description of Water Rights. The Seller is the owner of three (3) shares of Godding Ditch Company represented by Share Certificate No. 333 (the "Ditch Shares"). The Ditch Shares have been historically used on the property located in the W½ NW ¼ of Section 15, Township 2N, Range 68W of the 6th P.M. in Weld County, Colorado (the "Property"). The Parcel No. in Weld County is 131315200006.
2. Historical Use & Transfer. As further consideration, Seller, or Seller's agent agrees to provide Buyer any and all due diligence materials, on or prior to the date of approval by the Board of the Town of Firestone ("Effective Date"), stating the manner in which the Ditch Shares have been used by Seller, identifying which acreage has been historically irrigated with the Ditch Shares, the method of irrigation and what crops have historically been irrigated on the acreage with the Ditch Shares. Seller, or Seller's agent agrees to cooperate and participate in good faith with any request necessary to complete any Catlin approval process of the Godding Ditch Company or any court proceedings as may be required to change the use of the Ditch Shares.
3. Purchase Price. The Purchase Price for three (3) Ditch Shares shall be three hundred thousand dollars (\$300,000.00).
4. Earnest Money. The day that the Buyer executes this Agreement, Buyer shall deliver and deposit with Land Title Guarantee Company earnest money payable in sum of Ten Thousand Dollars (\$10,000.00) ("Earnest Money"), which shall become nonrefundable upon completion of the Due Diligence Period as defined in Paragraph 7 of this Agreement. The Earnest Money shall be applied to the purchase price at Closing.
5. Dry-Up Covenant. Attached as **Exhibit A** to this Agreement is the form of a dryup covenant acceptable to Buyer (the "Dry-Up Covenant"). The Dry-up Covenant includes a permanent restriction of irrigation on the Property with water from the Godding Ditch

Company with the exception that continued irrigation of the Property may be allowed for up to five (5) years pursuant to the leaseback contemplated in Paragraph 9 of this Agreement. Seller warrants that any and all liens or encumbrances on the Property are subordinate to the Dry-up Covenant and Seller shall be responsible for acquiring all necessary agreements to ensure any liens or encumbrances are subordinate to the Dry-up Covenant. Seller and/or Seller successors and assigns shall be responsible for any revegetation of the Property historically irrigated by the Water Rights and ensure the Property is kept free of any noxious weeds as defined by C.R.S. §35-5.5-101, *et seq.*

6. Warranty and Title. The Seller warrants that the title to the Ditch Shares will be conveyed free and clear of all liens, encumbrances, assessments, and leases of any kind. Seller agrees to warrant and forever defend the Buyer against all and every person claiming any interest in the Ditch Shares by and through Seller. This warranty shall survive the Closing of the transaction and continue in full force and effect subsequent to such Closing. Subject to payment as above provided, and in compliance with the other terms and conditions by the Buyer, Seller shall execute and deliver a Special Warranty Deed and Stock Assignment for the Ditch Shares to Buyer at the date of Closing.
7. Due Diligence. Buyer shall have 43 days following the deposit of the Earnest Money (“Due Diligence Period”) to terminate this Agreement if Buyer is dissatisfied with the Ditch Shares to be acquired hereunder for any reason, in which case the Earnest Money deposit shall be immediately returned to Buyer. It shall be conclusively presumed that Buyer is satisfied with the Ditch Shares if Buyer fails to send written notice to Seller to the contrary on or before the expiration of the Due Diligence Period.
8. Assessments. All assessments levied by the Godding Ditch Company for the year 2024 and prior years shall be paid by Seller. The Seller shall be responsible for the assessments for the duration of the leaseback as contemplated in Paragraph 9. Once the leaseback is terminated, the Buyer will assume responsibilities for assessments in all future years.
9. Leaseback. Buyer shall lease the Ditch Shares to the Seller at no cost for up to five (5) years following the Closing. The leaseback shall allow the Seller continued use of the Ditch Shares for irrigation on the Property. The Seller shall pay all Godding Ditch Company assessments for the duration of the leaseback. The Dry-Up Covenant, attached as **Exhibit A**, will not go into effect until either, (1) the Seller no longer needs the leased water from the Ditch Shares and relinquishes the leaseback, (2) the Seller sells the Property, or (3) the five year term expires.
10. Transfer and Escrow Fees. Any fees by Godding Ditch Company to complete the transfer of the Ditch Shares shall be paid by the Buyer. Seller and Buyer agree to equally pay escrow fees to Land Title Guarantee Company.
11. Delivery of the Stock Certificate. Possession of the original certificate evidencing ownership of the Ditch Shares shall be delivered to the Buyer at the time of Closing

together with properly executed and notarized Dry-Up Covenant, Special Warranty Deed, Stock Assignment, and any and all other documents necessary to effectuate the transfer of the Ditch Shares from Seller to Buyer.

12. Closing. The closing of the purchase and sale of the Ditch Shares ("Closing") will take place on or before November 29, 2024.
13. Default. Time is of the essence herein and if any payment or any other condition thereof is not made, tendered, or performed by either party, then this Agreement, at the option of the Party who is not in default, may be terminated in which case the non-defaulting party may recover such damages as may be proper.
14. Contingencies; Delivery and Consumptive Use. This Agreement is contingent on a determination by Buyer, in its sole discretion, that there is adequate consumptive use transferable for the agreed price. This Agreement shall be contingent on any diversion structures, storage structures or other devices necessary for the delivery and use of this water being undamaged and in good working condition. Should any of the contingencies herein not be met between the date of this contract and the date of Closing, this Agreement may, at the option of the Buyer, be declared null and void.
15. Costs and Expenses. Each Party shall pay their own consulting, attorney, and brokerage fees and costs incurred as part of this transaction.
16. Notices. All notice and operational communications under this Agreement shall be in writing (including electronic form) except as otherwise provided for in this Agreement. All such notices and communications shall be deemed to have been duly given on the date of delivery , if delivered personally, if sent via e-mail on the date the e-mail was sent, if sent via regular mail on the date five days after communication was deposited in the mail, or if sent via courier (Federal Express, UPS, USPS or similar courier service) or certified mail the date the communication was delivered. All notices which are delivered by US Mail, email , courier service or certified mail shall be addressed to the following address unless otherwise agreed upon by the Parties:

Buyer:

Town of Firestone
Attn: Julie Pasillas
9950 Park Ave.
Firestone, CO 80504

Seller:

Shaun Dolan (all communications shall be sent via e-mail)
tallshaun@gmail.com

With copies to:
Jeff Kahn – jkahn@lyongaddis.com
Dave Keown – ddenverdave@aol.com

17. Entire Agreement. This Agreement represents the complete agreement between the Parties and no oral modification shall be recognized. Any amendment or additions shall be made in writing and signed by both parties.
18. Survival of Closing. The representations, warranties and indemnities made by the Parties to this Agreements and the covenants and agreements to be performed or complied with by respective Parties under this Agreement before the Closing date shall be deemed to be continuing and shall survive the Closing.
19. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, administrators, successors, and assigns.
20. Counterparts. The Parties may execute this Agreement in counterparts which, when taken together, shall constitute one agreement.
21. Jurisdiction and Venue. This Agreement shall be governed and its terms construed under the laws of the State of Colorado and venue shall be in the County of Weld.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by the Effective Date.

BUYER:

TOWN OF FIRESTONE

SELLER:

SHAUN DOLAN

Shaun Dolan
Shaun Dolan (Oct 1, 2024 18:54 GMT+2)

By:

Name:

Oct 1, 2024

Title:

Date:

Date:

20240930 Purchase and Sale Agreement - Dolan

Final Audit Report

2024-10-01

Created:	2024-09-30
By:	Michelle Soule (msoule@lyonsgaddis.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqaK8QGdILPQLoQQKXQMjSe3OLY-g_o-9

"20240930 Purchase and Sale Agreement - Dolan" History

-  Document created by Michelle Soule (msoule@lyonsgaddis.com)
2024-09-30 - 10:16:48 PM GMT
-  Document emailed to tallshaun@gmail.com for signature
2024-09-30 - 10:21:03 PM GMT
-  Email viewed by tallshaun@gmail.com
2024-10-01 - 4:52:50 PM GMT
-  Signer tallshaun@gmail.com entered name at signing as Shaun Dolan
2024-10-01 - 4:54:01 PM GMT
-  Document e-signed by Shaun Dolan (tallshaun@gmail.com)
Signature Date: 2024-10-01 - 4:54:03 PM GMT - Time Source: server
-  Agreement completed.
2024-10-01 - 4:54:03 PM GMT

DRY-UP COVENANT

This Dry-Up Covenant ("Covenant") is made and entered into on this ____ day of _____ 2024, by Shaun Dolan ("**Property Owner**"). The term Property Owner shall include any successors and assigns of the Property Owner.

RECITALS

WHEREAS, Property Owner owns the property located in the W ½ NW ¼ of Section 15, Township 2N, Range 68W of the 6th P.M. in Weld County, Colorado (the "**Property**"), Parcel No. 131315200006, that was historically irrigated by three (3) shares of Godding Ditch Company;

WHEREAS, the Property Owner intends to sell three (3) shares of Godding Ditch Company represented by Share Certificate No. 133 are referred to as the "**Ditch Shares**";

WHEREAS, Shaun Dolan has a lease to utilize the Ditch Shares not to exceed the next five (5) years and the terms of this Covenant with respect to the restrictions of irrigation on the Property will not be effective until the property is sold or the lease expires by its terms;

WHEREAS, Property Owner desires to record a perpetual dry-up covenant requiring the property described in the attached **Exhibit A** (the "**Dry-Up Property**") be removed from irrigation, except as otherwise provided in this Covenant;

WHEREAS, the Dry-Up Property shall be permanently removed from irrigation supplied by the Godding Ditch Company subject the exceptions listed in Section 5 below;

WHEREAS, Property Owner intends to sell the shares to the Town of Firestone ("**Town**"), and the Town intends to submit a Water Court application and/or Substitute Water Supply Plan approval request to change the beneficial use of the Ditch Shares to include municipal uses and other beneficial uses in such locations as it may determine to be in its best interest as provided by Colorado law; and

WHEREAS, Property Owner executes this Covenant to remove the Dry-Up Property from irrigation and ensure the consumptive use of irrigation water on the Dry-Up Property ceases, subject to the provisions of this Covenant.

NOW THEREFORE, in consideration of the above facts and the covenants set forth below, the Property Owner covenants the following:

COVENANTS

1. Property Owner covenants for themselves and all future owners of the Dry-Up Property that the Dry-Up Property shall be dried up and shall not be irrigated, except as otherwise provided for under this Covenant, starting with irrigation season in year 2030 . The purpose of this covenant is to ensure that the Town of Firestone can claim the full amount of historic consumptive use credit associated with the use of the Ditch Shares on the Dry-Up Property. Property Owner further warrants and represent that this Covenant shall entitle the owner(s)

of the Ditch Shares to the first and prior right to claim credit for the dry-up or non-irrigation of the Dry-Up Property.

2. The foregoing covenant is intended to be a real covenant burdening the Dry-Up Property for the benefit of the Ditch Shares, running with the Dry-Up Property and the Ditch Shares alike, inuring to the benefit of the owner(s) of the Ditch Shares, and to the limitation of Property Owner and future owners of the Dry-Up Property.
3. Property Owner and future owners of the Dry-Up Property shall take any action necessary to eliminate any consumptive use of water for irrigation purposes on the Dry-Up Property as may be determined and/or required by the Water Court or other court or tribunal of competent jurisdiction in the judgement and decree entered in any case involving the change or exchange of any of the Ditch Shares, and except as hereinafter may be specifically allowed, the Dry-Up Property shall no longer be irrigated after the termination of the lease of the Ditch Shares to Property Owner. This may include the elimination of crops or other vegetation which consume water via subirrigation, if any, which may be present on the Property. If all or part of the Dry-Up Property is not developed, then, Property Owner and any future owners of the Dry-Up Property shall plant and sustain vegetation cover of the type permitted in this paragraph on the Dry-Up Property, which will be watered solely via natural precipitation and/or the irrigation sources described in paragraph 5 below, including by way of example and not limitation: a dryland grass cover or dryland agricultural crops. Property Owner and any future owners of the Dry-Up Property shall comply with the provisions of the Colorado Noxious Weed Act, C.R.S. § 35-5.5-101, et seq., including protecting the Dry-Up Property from noxious weeds.
4. Unless otherwise required by any decree of the Water Court, this covenant shall not prohibit the Property Owner and any future owners of the Dry-Up Property from: a) irrigating the Dry-Up Property with water rights which may in the future be transferred to Dry-Up Property and approved for such use through an appropriate Water Court proceeding; b) irrigating the Dry-Up Property with water which is not tributary to the South Platte River or its tributaries including not-nontributary water that is duly augmented; c) irrigating the Dry-Up Property with treated water supplied by a municipality, water district or the treated water provider and d) irrigating the Dry-Up Property with water from wells; provided all such wells are authorized to pump pursuant to a Water Court approved plan for augmentation and only to the extent those structures(s) are fully augmented as required under the plan authorizing them to pump.
5. The terms and provisions of this covenant shall not expire and shall be perpetual unless specifically released in writing by any owner of the Ditch Shares.

By: _____

Shaun Dolan

STATE OF COLORADO, COUNTY OF WELD

The foregoing instrument was acknowledged before me on this ____ day of _____, 2024
by _____.

WITNESS my hand and official seal

My commission expires: _____

Notary Public

Exhibit A

Legal Description

Lot B of the Amended Recorded Exemption No. 1313-15-2 AMRE-1060, located in a portion of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 15, T2N, R68W of the 6th P.M., map recorded April 16, 2007 at the Reception No. 3469201, County of Weld, State of Colorado.

Also known by street and number as WCR 7 and 20 $\frac{1}{2}$, Weld County, Colorado.

WATER LEASE AGREEMENT

Godding Ditch Shares

THIS WATER LEASE AGREEMENT (“Lease”) is entered into as of the Effective Date (as defined below in Section 6 below) by and between the Town of Firestone, acting by and through its Water Activity Enterprise (“Lessor”), and Shaun Dolan (“Lessee”). Lessor and Lessee may be referred to individually as a “Party” or collectively as “Parties.”

RECITALS

WHEREAS, Lessor owns and has the right to lease 3 shares of Godding Ditch Company (“Ditch Company”), currently represented by Stock Certificate No. 333 (“Shares”), and the right to use the water derived therefrom (the Shares together with the right to use such water hereinafter referred to as the “Subject Water Rights”);

WHEREAS, the Subject Water Rights were historically used to irrigate the real property described in **Exhibit A** attached hereto (“Irrigated Land”);

WHEREAS, Lessor desires to lease the water derived from the Subject Water Rights (“Leased Water”) in order that the Subject Water Rights continue to be used for irrigation purposes on the Irrigated Land for up to five (5) years;

WHEREAS, Lessee owns or has the right to farm the Irrigated Land; and

WHEREAS, Lessor and Lessee desire to enter into a Lease whereby Lessor shall lease the Leased Water when such water is available.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereto agree on all the terms and conditions set forth below.

1. **Term of Lease.** The term of this Lease shall commence on the Effective Date and can continue up until the end of 2029 irrigation season, but not beyond the last day of the calendar year (the “Term”) unless (1) the Lessee no longer needs the leased water from the Subject Water Rights and the Lessee relinquishes this Lease early or (2) the Lessee sells or otherwise conveys the Irrigated Land. The expiration or earlier termination of this Lease shall not release the Lessee from any obligations or liabilities incurred pursuant to the terms of this Lease, as set forth below. Lessee hereby agrees, following the expiration or termination of this Lease, to execute any documentation requested by Lessor for the purposes of documenting such termination and to consent to the recording of the documentation in the real property records for the Irrigated Land.
2. **Use of Leased Water.** Lessee shall use the Leased Water solely for irrigation purposes on the Irrigated Land, attached hereto as **Exhibit A**.

3. **Quantity of Leased Water.** Lessee agrees to take and put to beneficial use the entire amount of the Leased Water available from the Shares in accordance with the terms of this Lease as reasonably practicable for irrigating the Irrigated Land.
4. **Assessments.** Lessee shall be responsible for payment of annual Ditch Company assessments intended to cover the normal operating expenses of the Ditch Company associated with the Shares during the term of this Lease. Lessee shall not be responsible for Ditch Company assessments intended to fund capital improvements or expenditures of the Ditch Company. The Lessor will invoice Lessee for the annual assessment. Lessee shall pay the entire amount regardless of whether Lessee uses or has used any amount of Leased Water. Lessee shall pay Lessor no later than 30 days after the invoice is issued. If Lessee does not make the required payment by the due date, Lessor may give Lessee a notice of default. If the Lessee does not cure the default by making full payment within 30 days of receipt of any notice of default, then the Lessor, in addition to pursuing other remedies available to it, may declare this Lease terminated and cease Lessee's authorization to utilize the Subject Water Rights. Failure by Lessor to submit or cause to be submitted an invoice in a timely manner or at all shall not be deemed a waiver of the payment due, nor should such failure excuse payment of the ditch assessments by Lessee under the terms of this Lease.
5. **Sublease of Leased Water.** The Lessee shall not sublease the Leased Water.
6. **Effective Date.** This Lease shall be in full force and effect from the date of its execution by Lessor.
7. **Water Quality.** Lessor does not make any representations of the quality of the Leased Water. Lessor does not represent that the Leased Water will be acceptable for the Lessee.
8. **Water Accounting Responsibilities.** Lessee shall report its use of the Leased Water to Lessor during the term of the lease. Lessee's reports shall include the acres irrigated, crops grown, the date irrigation commences, and the date irrigation ceases as well as any other matter as reasonably requested by Lessor in connection with the use of the Leased Water, or supplementation of the same.
9. **Requirement to Maintain Structures.** Lessee shall be responsible for the maintenance of headgates and measuring devices necessary to divert Leased Water from the Ditch to the Irrigated Land.
10. **Delivery of the Leased Water.** Delivery of the Leased Water shall be determined by the Ditch Company.
11. **Pledge or Encumbrance.** Lessee shall not pledge or otherwise encumber this Lease or the Leased Water for any purpose including, without limitation, securing debt.

12. **Termination.** Lessee may terminate this Lease upon notice to Lessor at any time between the dates of October 31 and January 31 of any year during the Term. Notice of termination must be in writing.
13. **Condemnation.** If any entity with the power of eminent domain, initiates or gives notice that it intends to initiate condemnation proceedings with respect to any interest in all or a portion of the Irrigated Land, Lessee shall notify Lessor in writing within seven (7) days and provide Lessor copies of all correspondence, pleadings and other documents regarding the proposed condemnation. If the Irrigated Land is condemned, then this Lease shall terminate.
14. **Costs and Expenses.** Each Party shall pay their own consulting, attorney, and brokerage fees and costs incurred as part of this transaction.
15. **Notices.** All notice and operational communications under this Lease shall be in writing (including electronic form) except as otherwise provided for in this Lease. All such notices and communications shall be deemed to have been duly given on the date of delivery if delivered personally, if sent via e-mail on the date the e-mail was sent, if sent via regular mail on the date five days after communication was deposited in the mail, or if sent via courier (Federal Express, UPS, USPS or other similar courier service) or certified mail the date the communication was delivered. All notices which are delivered by US Mail, e-mail, courier service or certified mail shall be addressed to the following address unless otherwise agreed upon by the Parties:

Buyer:

Town of Firestone
Attn: Julie Pasillas
9950 Park Ave.
Firestone, CO 80504

Seller:

Shaun Dolan (all communications shall be sent via e-mail)
tallshaun@gmail.com

With copies to:
Jeff Kahn – jkahn@lyonsgaddis.com
Dave Keown – kdenverdave@aol.com

16. **Entire Agreement.** This Lease represents the complete agreement between the Parties and no oral modification shall be recognized. Any amendment or additions shall be made in writing and signed by both parties.
17. **Binding Effect.** This Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, administrators, successors, and assigns.
18. **Counterparts.** The Parties may execute this Lease in counterparts which, when taken together, shall constitute one agreement.
19. **Jurisdiction and Venue.** This Lease shall be governed and its terms construed under the laws of the State of Colorado and venue shall be in the County of Weld.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease by the Effective Date.

BUYER:

SELLER:

TOWN OF FIRESTONE

SHAUN DOLAN

By:

Name:

Title:

Exhibit A

Legal Description

Lot B of the Amended Recorded Exemption No. 1313-15-2 AMRE-1060, located in a portion of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 15, T2N, R68W of the 6th P.M., map recorded April 16, 2007 at the Reception No. 3469201, County of Weld, State of Colorado.

Also known by street and number as WCR 7 and 20 $\frac{1}{2}$, Weld County, Colorado.

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.c

Discussion/Action

Meeting Date: October 9, 2024

Initiated By: Raelynn Ferrera

Department: Administration

AGENDA ITEM

Ordinance 1050: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTER 5.04 BUSINESS LICENSES GENERALLY OF THE FIRESTONE MUNICIPAL CODE

RECOMMENDATION

Approval of Ordinance 1050

SUMMARY

This Ordinance pertains to chapter 5.04 in the Firestone Municipal Code for licensing all business activities and enterprises. This code amendment updates the change in responsibility to the Finance Department and the application process.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Organizational Objectives

ATTACHMENTS

1. Chapter 5.04 Business Licenses Generally Ordinance 1050

ORDINANCE NO. 1050

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND REENACTING IN ITS ENTIRETY CHAPTER 5.04 BUSINESS LICENSES OF THE FIRESTONE MUNICIPAL CODE

WHEREAS, Chapter 5.04 Business Licenses of the Firestone Municipal Code has not been significantly amended since 2003 and to comply with best municipal practices and address the administrative reorganization of the Town's management structure it is necessary to repeal and reenact Chapter 5.04 in its entirety.

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

Section 1. Chapter 5.04 Business Licenses of the Firestone Municipal Code is repealed in its entirety and re-enacted to provide as follows.

5.04.010 Purpose.

The purpose of this chapter is to require the licensing of all businesses within the Town or any other location within the Town's jurisdiction and to provide the Town with necessary information concerning the businesses including but not limited to the nature of the business, the number of employees, place of business and emergency contacts, in order to protect the health, welfare, and safety of the Town's inhabitants.

5.04.020 License subject to regulation.

Any person or business receiving a license pursuant to this chapter shall be subject to all ordinances and regulations which may be in force at the time of the issuance thereof or which may be subsequently made by the Board of Trustees.

5.04.030 Definitions.

The following words, terms and phrases, when used in this chapter, shall have the following meanings:

"Business" means and includes all kinds of vocations, occupations, home occupations, professions, enterprises, and establishments, any of which are conducted on any premises or are otherwise carried on within the Town or anywhere else within its jurisdiction.

"Licensee" means the holder of a business license.

"Code" means the Firestone Municipal Code.

"Days" means business days.

"Finance Director" means the Finance Director or their designee.

"Premises" means and includes all land, structures, and places, and the equipment and appurtenances connected or used therewith in any business, and also any personal property which is either affixed to or otherwise used in connection with any such business conducted on the premises.

5.04.040 Business license required.

It shall be unlawful for any person to conduct business in the Town without first having received a business license from the Town.

5.04.050 Business License application.

- A. An application for a business license shall be submitted to the Finance Department on forms provided by the Department. The application shall be accompanied by a non-refundable application fee established by resolution of the Board of Trustees. The fee for any license issued after June 30th shall be one-half of the annual fee. Businesses with a state standard retail license who either do not have a physical presence or only an incidental presence in the Town as set forth in C.R.S. 39-26-802.9 are to be granted a license and are exempt from the annual fee.
- B. A separate application shall be required for each individual business location unless the places of business are contiguous to each other, communicate directly with each other, and are operated as one unit
- C. Each business license shall expire on December 31 of the year in which it is issued. Any renewal application shall be filed prior to December 1 to ensure that the renewal is processed prior to expiration of the current business license
- D. Every licensed business shall provide written notification to the Finance Department of any changes to the following: business name, ownership structure, location, tax identification number, or nature of the business. Notification shall occur within 30 days of any such change.

5.04.060 Investigation and issuance.

- A. Upon receipt of the application containing the information set forth in the preceding Section, payment of the annual license fee except, for those exempt under C.R.S. 39-26-802.9 and compliance with all other provisions of this chapter, and approval by the Finance Director the applicant shall be issued a business license.
- B. Upon receipt of the application, where any provision of the Code necessitates an inspection, investigation, license, permit, or regulatory review and approval the Finance Director shall refer the application to the appropriate Town personnel. The business license required by this chapter shall be in addition to any other license or permit required by the Code or federal or state law, and the issuance of a business license does not permit any conduct that is prohibited or that does not fully comply with the requirements of the Code. By way of example and not limitation, a business license does not permit:
 - 1. The conduct of any business if the premises to be used for the business and the proposed conduct of such business do not fully comply with the requirements of the Code.
 - 2. The conduct of any business or performance of any act that would constitute a violation of the Firestone Development Code, or any other provision of the Code.
 - 3. The conduct of any business that violates any existing state or federal statutes or Town ordinance.

5.04.070 License denial.

- A. The Finance Director may deny an application upon a determination that:
1. The applicant has failed to supply all of the required information or the application contains false, or fraudulent statements;
 2. The conduct of any activity connected to the business for which a license is requested would violate any provision of the Code or any federal, state, county or Town law, rule, regulation, or technical code;
 3. The applicant unless exempt as set forth herein has failed to pay the required license fee;
 4. Prior or ongoing violations in or about the premises that could endanger the public health, safety or welfare or any activity that would be grounds for suspension or revocation of a license.
- B. If the Finance Director denies an application under this section, the Finance Director shall notify the applicant in writing stating the specific grounds for the denial. The applicant may thereafter appeal the denial of the application to the Town Manager. An appeal to the Town Manager must be made in writing within ten days of issuance of the denial and the Town Manager shall hold a hearing as set forth herein in Sec. 504.110.

5.04.080 Business License contents.

Each license issued pursuant to this chapter shall show upon its face the Town of Firestone Logo, a street address where any business is to be carried on, the type of business, license number, issuance date, license expiration date and name and contact information of the licensee.

5.04.090 Business License Register.

The Finance Director shall keep a register containing the information from the license application, the date of the licenses' issuance or denial, the purpose and location for which the license is granted, the amount paid therefor and the time the expiration date of such license.

5.04.100 Posting of Business License.

- A. A separate license must be obtained, and a separate license fee must be paid for each branch, establishment, or separate place of business in which a business operates.
- B. Every license shall be posted conspicuously, in public view, at each such address during the period such license is valid. It shall be the duty of each and every person to whom the Town has issued a license to exhibit the same upon the request of any law enforcement officer, inspector, or other officer of the Town.

5.04.110 Assignment or Transfer.

No license may be assigned from one person to another or transferred from one place to another, except where permitted by state law or provisions of the Code relating to the particular license,

and then only as approved by the Finance Director after written application therefor and the payment of a transfer fee in an amount as established by resolution the Board of Trustees.

5.04.120 License suspension or revocation.

A. In addition to any other provisions of the Code, the Finance Director may suspend, or revoke a license issued under this chapter if:

1. The licensee has failed to pay any required fees or is delinquent to the Town for payment of any taxes, fines, penalties assessed or imposed upon the licensee.
2. The licensee or their employee or agent conducts any activity connected with the business in violation of any provision of the Code or any federal, state or local law, rule, regulation or requirement including any applicable building, fire, health or safety code.
3. The licensee obtained the license by fraud or misrepresentation.
4. The licensee has refused to allow any authorized inspection of the premises.
5. Any fact or condition exists, which if had been known at the time of application or any renewal would have been grounds to deny or not renew such license.
6. The licensee or any officer, agent or employee of the licensee has committed a criminal offense under federal, state or local law pertaining to the operation of the business.

B. If the Finance Director finds any of the grounds in Subsection A above or any other ground for suspension or revocation in the Code exist, the Finance Director shall decide whether to revoke the license or suspend it for a set period of time and if applicable set forth conditions by which the license may be reinstated. A licensee may appeal the Finance Directors decision by filing a Notice of Appeal to the Town Manager within ten days of issuance of the Finance Director's decision.

C. If the Finance Director determines that probable cause exists for the suspension or revocation as a result of conduct which constitutes a deliberate and willful violation of any applicable law rule or regulation or there exists an undue and or immediate risk to the public health safety or welfare such suspension or revocation shall be effective immediately and remain in place until, if applicable the decision of the Town Manager concerning the licensee's appeal of the suspension or revocation. The Finance Director may include in any suspension orders or conditions with which the licensee shall comply to protect any work in progress and the public health and safety. Any breach of such conditions is an independent ground for suspension or revocation of the license.

D No such suspension or revocation is final until the licensee has been given the opportunity for a hearing before the Town Manager to contest the suspension or revocation. Upon the timely receipt of a request for an appeal the Town Manager shall provide the licensee notice of such hearing in writing to the licensee setting forth the grounds of the suspension or revocation and the time, date, and place of hearing. Such notice shall be mailed, postage prepaid, to the licensee at the licensee's local address as set forth on the application, at least ten days prior to the date set for the hearing.

E. At the hearing the Town Manager shall receive and consider testimony and other evidence presented by the parties and make findings of fact as to whether based upon a

preponderance of the evidence presented there exists ground to suspend, revoke or deny the license. If, after a hearing, the suspension, revocation or denial is upheld, the Town Manager may include reasonable orders or conditions with which the person whose license has been suspended or revoked shall comply to protect any work in progress and the public health, safety, and welfare.

F. No person whose license is revoked may receive a refund of any part of the license fee paid for the license.

G. No person who has had a license suspended or revoked under this chapter is entitled to obtain the same or any similar license during the appeal period of a suspension or revocation, either in the person's own name or as a principal in another business that applies for a license.

H. Nothing in this chapter shall be deemed to prohibit the Town Manager or other authority from imposing other penalties authorized by the Code, including filing a complaint in the Municipal Court for a violation of the Code

5.04.130 Return of fees.

Upon denial of any application for a license, or in the event that any license is suspended or revoked, no refund shall be made to any applicant or Licensee.

5.04.140 Exempt activities.

A. The provisions of this chapter shall not apply to:

Any canvassing on behalf of a candidate for elective public office or for proponents of a measure to be placed on the ballot;

1. Activity consisting solely of delivery in the Town where no intent exists or is shown to exist to evade the provisions of this chapter;
2. The selling of newspapers on public streets or in public places in a manner otherwise in compliance with the Code; or
3. Established delivery routes, persons calling by appointment, yard sales, garage sales, events approved by the Town or temporary uses to the extent such contracting activities or temporary uses are licensed pursuant to Titles 15 and 16 of the Code.

B. The burden of proving an exemption to this Chapter is upon the person claiming such exemption. Determinations regarding the application of an exemption shall be made in writing by the Finance Director. The business subject to such determination may appeal the determination to the Town Manager, whose decision shall be final. Any appeal to the Town Manager shall be made in writing within fifteen days of the Finance Director's determination.

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

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

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

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this _____ day of _____, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

APPROVED AS TO FORM:

Miriam Luna Gonzalez, Town Clerk

William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.d

Discussion/Action

Meeting Date: October 9, 2024

Initiated By: Raelynn Ferrera

Department: Administration

AGENDA ITEM

Ordinance 1051: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY CHAPTER 5.24 CONCERTS OF THE FIRESTONE MUNICIPAL CODE

RECOMMENDATION

Approval of Ordinance 1051

SUMMARY

This Ordinance pertains to chapter 5.24 in the Firestone Municipal Code regarding the use of a public address system or other amplified music in Town parks and recreation facilities. This update removes the outdated procedure and the duplicated information that is covered in Chapter 12.36 External Special Events and in Chapter 8.01 Noise.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Organizational Objectives

ATTACHMENTS

1. Chapter 5.24 Concerts Ordinance 1051

ORDINANCE NO. 1051

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, REPEALING IN ITS ENTIRETY CHAPTER 5.24 CONCERTS OF THE
FIRESTONE MUNICIPAL CODE**

WHEREAS, Chapter 5.24 of the Firestone Municipal Code pertains to the use of a public address system or other amplified music in Town parks and recreation facilities; and

WHEREAS, the use of such systems for an event in the Town's parks and recreation facilities is governed by the Town's External Special Events Permit ordinance set forth in Chapter 12.36 in the Firestone Municipal Code; and

WHEREAS, other outdoor uses of public address systems and amplified music is governed by the Town's noise restrictions set forth in Chapter 8.01 Noise of the Firestone Municipal Code; and

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

Section 1. Chapter 5.24.010 Operating an amplified sound system—Permit require any person or organization desiring to operate any public address system or other amplified sound system in a park, parkway, recreation area, or open shall first obtain an External Special Event Application

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

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

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

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this ___th day of _____, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

APPROVED AS TO FORM:

Miriam Luna Gonzalez, Town Clerk

William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.e

Discussion/Action

Meeting Date: October 9, 2024

Initiated By: Raelynn Ferrera

Department: Administration

AGENDA ITEM

Ordinance 1052: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING CHAPTER 12.32, PARKS AND RECREATION FACILITIES, IN ITS ENTIRETY, AND REENACTING AND RETITLING CHAPTER 12.32 AS PARKS, TRAILS AND RECREATION FACILITIES.

RECOMMENDATION

Approval of Ordinance 1052

SUMMARY

This Ordinance pertains to chapter 12.32 in the Firestone Municipal Code, which establishes the requirements for using the Town's parks, trails, and recreation facilities. The updates include department changes from Public Works to Water and Community Resources, establishing requirements for using Town-owned Dog Parks, and the process for requesting a Recreation Facility Permit for the exclusive use of Town parks and recreation facilities.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Organizational Objectives

ATTACHMENTS

1. Chapter 12.32 Parks & Recreation Ordinance 1052

ORDINANCE NO. 1052

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING CHAPTER 12.32, PARKS AND RECREATION FACILITIES, IN ITS ENTIRETY, AND REENACTING AND RETITLING CHAPTER 12.32 AS PARKS, TRAILS AND RECREATION FACILITIES

WHEREAS, Chapter 12.32, Parks and Recreation Facilities of the Firestone Municipal Code has not been updated since 2010 and needs amendments to comply with the Town's recent administrative reorganization, current policies and best practices.

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

Section 1. Chapter 12.32, Parks and Recreation Facilities of the Firestone Municipal Code is hereby repealed in its entirety and reenacted and retitled as Parks, Trails and Recreation Facilities, to provide as follows:

Chapter 12.32. Parks, Trails and Recreation Facilities.

12.32.010. Purpose and intent.

This chapter establishes requirements for the use of the Town's parks, trails, and recreation facilities. The requirements are not applicable to law enforcement, fire and emergency personnel or Town maintenance personnel or contractors in the performance of their duties.

12.32.020. Definitions.

The following words and phrases when used in this chapter shall have the following meanings:

Director means the Director of Water and Community Resources, or their designee.

Mobility disability shall mean a disability, as defined in Title II of the Americans with Disabilities Act, which limits an individual's mobility within any park, trail or recreation facility.

Other power-driven mobility device shall have the meaning ascribed to it by Title II of the Americans with Disabilities Act.

Parks means all parks, greenbelts, recreation areas and open space, including all parking lots roadways and facilities therein under the ownership of the Town.

Recreation facilities means specialized recreation areas, such as tennis courts, ball fields, including baseball, softball, soccer and lacrosse fields, skate parks, playgrounds and similar facilities under the ownership of the Town.

12.32.030 Hours of operation.

Unless otherwise posted, Town parks and recreation facilities shall be open daily to the public from one hour prior to sunrise until one hour after sunset. Games on ball fields shall not be scheduled to commence later than 9:00 p.m. The Director may upon a written request extend the hours of operation. These hours of operation do not apply to the Firestone Trail or other public trails located on the periphery of a park.

12.32.040 Closures.

The Director may, from time to time, close all or a portion of a park or recreation facility to the public or to certain animals, or both, as the Director determines necessary due to wildlife, vegetation, management review, maintenance, contractual agreement, or public safety concerns. A closure by the Director may be for a fixed or for an indefinite period of time. Within two business days of making a decision to close a park or recreation facility, the Director shall send a notification of the closure to the Board of Trustees. It shall be unlawful for any unauthorized person to enter any park or recreation facility that is closed. All closures, whether temporary, permanent or indefinite, shall be posted at the parks and recreation facilities subject to the closure.

12.32.050. Regulations prohibited acts.

It shall be unlawful within or upon any park or recreation facility to:

- A. Operate or park a motor vehicle or other motorized means of conveyance anywhere in a park or recreation facility other than on established roadways and in designated parking areas, with the following exceptions:
 - 1. Class 1 and Class 2 electrical assisted bicycles, as defined by C.R.S. Section 42-1-102 (28.5), are allowed within designated areas in parks and on paved trails unless prohibited by signs;
 - 2. A motorized wheelchair or scooter may be used by any person with a temporary or permanent mobility disability, anywhere in a park, trail or recreation facility where public access is allowed; and
 - 3. In accordance with the Town's regulations other power-driven mobility device may be used in a park, trail or recreation facility by any person with a temporary or permanent mobility disability.
- B. Conduct commercial activities or sales for profit except with the written consent of the Director and in compliance with the business license requirements of the Town.
- C. Sell, vend, peddle, or distribute any merchandise or property except with the prior written approval of the Director.
- D. Leave any garbage, trash, cans, papers, or other refuse in any park, trail or recreation facility except within the receptacles provided by the Town or to use the receptacles to deposit yard clippings or other garbage or trash generated outside the park, trail or recreation facility.

- E. Use, distribute or consume any alcohol or fermented malt beverages absent a special events permit issued by the Town.
- F. Use or attempt to use, a space, or facility which at the time is reserved for any other person or group by a permit issued by the Town.
- G. Dig, remove, destroy, injure, mutilate, or cut any tree, plant, shrub, bloom or flower, or any portion thereof, growing in any area of a park, or recreation facility, or to remove any wood, turf, grass, soil, rock, sand, or gravel from any park, or recreation facility.
- H. Absent permission of the Director plant or cultivate any trees, shrubs, gardens, grasses, or plant.
- I. Cut, break, injure, mark, write, or print upon or otherwise deface or disturb any rock, building, cage, pen, monument, sign, fence, bench, structure, apparatus, equipment, or property.
- J. Light or maintain a fire in any park, trail or recreation facility.
- K. Possess, use, or display any fireworks without the prior written consent of the Director and a permit from the Carbon Valley Fire Protection District.
- L. Use any projectile weapon, including, but not limited to, any firearm, gas or mechanically operated gun, sling, paintball gun, bow and arrow, or similar type of weapon.
- M. Enter any park or recreation facility between the hours of 11:00 p.m. and 5:00 a.m., except upon written approval of the Director.
- N. Violate any posted rules and regulations set forth in or upon any Town park, trail or recreation facility, or body of water and failure to comply with such may result in a person's removal from the park, trail or recreation facility by authorized Town personnel.

12.32.060. Dog Parks

At any Town-designated dog park, the owner or keeper of a dog may allow the dog to be at large off-leash within the enclosed confines of the dog park, subject to the requirements set forth in this section.

- A. Owners/keepers shall obey the hours and rules of the dog park as posted.
- B. Owners/keepers shall keep their dogs on a leash held by a person able to control the dog(s) when entering and exiting the fenced enclosure of the dog park.
- C. Dogs must be accompanied by a person who can control the dog(s) inside the dog park.
- D. Owners/keepers shall not allow their dogs to chase or harass wildlife or other dogs. "Harass" as used herein includes, but is not limited to, excessive barking or nipping, tackling, or other aggressive behavior toward another dog or wildlife.
- E. Owners/keepers shall not leave their dog unattended at the dog park.
- F. Owners/keepers shall promptly remove their dog's feces and dispose it in the designated trash container at the dog park.
- G. Owners/keepers shall not bring any of the following dogs into the dog park:
 - 1) Vicious or aggressive dogs;
 - 2) Female dogs in heat;

- 3) Dogs without a current rabies vaccination tag and Town license tag attached to the collar worn by the dog;
 - 4) Dogs known to be ill or exhibiting signs of illness.
- H. Any person who brings a dog to a dog park shall be considered the owner/keeper for purposes of this section.
- I. Anyone entering a designated dog park assumes the risk of injury and property damage caused by their dogs to other dogs, other persons or any of the facilities at the dog park. By entering the dog park, every person agrees to release and hold harmless the Town including its officers, officials and employees from liability for injuries or property damage resulting from use of the dog park. The owner/keeper assumes liability for any injury or property damage to persons or other dogs caused by their dog.

12.32.070 Recreation Facility Permit.

- A. Application: Any person may file an application with the Director for a permit for the exclusive use of a Town recreation facility. Each application shall include payment of an application fee, as established by resolution of the Board of Trustees.
- B. Any person applying for a permit hereunder shall file an application for such permit not less than 21 days, nor more than one 120 days prior to the proposed use of a recreation facility.
- C. Criteria for issuance of permit: The Director may grant a permit if the application meets all required criteria. The application shall contain, but not be limited to, the following:
 - 1) Applicant name, Organization name
 - 2) The entity or residence address and telephone numbers of each person and entity set forth in the application.
 - 3) The specific facility or portion thereof requested for the activity.
 - 4) The starting time of the proposed activity.
 - 5) The finishing time of the proposed activity.
 - 6) The number of persons expected to attend the activity.
 - 7) If applicable, any request for town personnel, equipment or supplies, such as tables, chairs or equipment.
 - 8) The nature of the event including all goods, equipment, supplies, amenities, food service, activities, and entertainment, including sound systems.
 - 9) Payment of all fees or charges to be collected.
 - 10) Estimated number of parking spaces required.
 - 11) Assurance of adequate restroom facilities or provisions if not already available.
- D. A permit shall not be issued until the Town receives all required fees as established by resolution of the Board of Trustees. Fees for special equipment and/or personnel unknown at the time of application will be billed to the permit holder after the activity when computation thereof is accomplished.
- E. All persons to whom permits have been granted must agree in writing to hold the Town, its officers, officials and employees and agents harmless and indemnify same from any and all liability for injury to persons or property occurring as a result of the permittee's activity and the permittee shall be liable to the Town for any and all damage to any recreation facility or Town goods, supplies or equipment, which

results from or arises from the permittee's use of the recreation facility. The Director may prior to issuance of a permit require the Applicant have liability insurance naming the Town as an additional insured party in such an amount as the Director deems adequate.

- F. Violation of the permit's terms and conditions by the permittee shall be grounds for immediate revocation of the permit.

12.32.080 Geocaching.

- A. No material caches are allowed in parks or recreation facilities without prior written consent from the Director. All unauthorized caches will be removed or discarded.
- B. The Town encourages geocaching through virtual caching or "multi-caching."
- C. It is unlawful to mark on or deface in any way any sign, structure, or natural feature maintained by the Town.
- D. All caching activities must be on parks and recreation facilities parcels. No caching will be permitted to occur on undeveloped open space lands.
- E. Caches must be made within formal trail corridors. Off-trail caches are not permitted.
- F. For purposes of this Section:
 - 1. "Geocaching" is defined as a recreational activity requiring the participant to search for hidden items using global positioning system coordinates retrieved from an internet site or other source.
 - 2. "Multi-caching" is defined as a variation of geocaching requiring the participant to obtain clues by locating numerous physical sites with a global positioning system, which clues eventually lead the participant to a final physical site.

(Ord. 751 §1, 2010)

12.32.090 Enforcement.

All persons entering parks or recreation facilities shall abide by the rules and regulations of the Town as provided herein. The Director and any police officer have the authority to eject from any parks or recreation facilities any person acting in violation of these rules and regulations, or any breach or violation of the conditions of a permit.

12.32.100 Use of lakes and reservoirs.

- A. All rules and regulations set forth in this Chapter shall also apply to the use of public lakes, ponds, streams, reservoirs or other bodies of water within Town-owned parks and recreation facilities. All persons entering such lakes, ponds, streams, reservoirs or bodies of water shall abide by the rules and regulations of the Town, as provided in this Chapter and elsewhere in this Code, the rules and regulations promulgated by the Director, and the instructions and directions of duly authorized agents, employees or law enforcement officers of the Town acting in their official capacity. The rules and regulations shall be posted at such locations as to provide notice to the citizens and members of the public using such facilities.
- B. It shall be unlawful to swim, dive, wade, ice skate or ice fish on any lake, pond, stream, reservoir or other body of water within any parks and recreation facilities. Boating is

prohibited on any lake, pond, stream, reservoir or other body of water within any parks and recreation facilities.

- C. It shall be unlawful to throw, discharge or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream or other body of water in or adjacent to any parks and recreation facilities or any tributary, stream, storm sewer or drain flowing into such waters, any substance, matter or thing, liquid or solid, which will or may result in the pollution of the waters.

(Ord. 751 §1, 2010)12.32.110 Administrative rules and regulations.

The Director is authorized to adopt administrative rules and regulations that supplement the provisions of this Chapter, when such rules or regulations are determined necessary for repairs, wildlife, vegetation or public safety concerns. All persons shall comply with such rules and regulations, which shall take effect upon their adoption by the Director

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 hereof be declared unconstitutional or invalid.

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

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

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this ___th day of _____, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

APPROVED AS TO FORM:

Miriam Luns Gonzalee, Town Clerk

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.f

Discussion/Action

Meeting Date: October 9, 2024

Initiated By: Raelynn Ferrera

Department: Administration

AGENDA ITEM

Ordinance 1053: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING, REENACTING AND RETITILING IN ITS ENTIRETY CHAPTER 12.36 SPECIAL EVENT PERMITS OF THE FIRESTONE MUNICIPAL CODE.

RECOMMENDATION

Approval of Ordinance 1053

SUMMARY

This Ordinance pertains to chapter 12.36 in the Firestone Municipal Code, which establishes the processes for any person wanting to host or conduct an event. This code amendment aligns the code with the External Event Permit processes.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Organizational Objectives

ATTACHMENTS

1. Chapter 12.36 Special Event Permits Ordinance 1053

ORDINANCE NO. 1053

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING, REENACTING AND RETITILING IN ITS ENTIRETY CHAPTER 12.36 SPECIAL EVENT PERMITS OF THE FIRESTONE MUNICIPAL CODE

WHEREAS, the Town has updated its administrative process and procedures for special events and thus must amend the Municipal Code so it is compliant with the updated administrative procedure.

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

Section 1. Chapter 12.36 Special Event Permits of the Firestone Municipal Code is repealed reenacted, and retitled in its entirety, to provide as follows:

Chapter 12.36 – External Special Event Permits

12.36.020 Definitions

The following words and phrases, whenever used in this chapter, shall have the following meanings:

"Director" means the Director of Marketing & Communications or their designee.

External Special Event ("Event") means an organized procession or assembly of people requiring the exclusive use of all or a portion of a public right-of-way, public park, recreation area, or other Town facilities, which may require the temporary closure of public rights-of-way; and or traffic control. Examples of such events include, but are not limited to, festivals, celebrations, carnivals, races, parades, fundraisers, fairs, rodeos, camps, and other similar activities.

12.36.030 Permit required

Any person desiring to conduct an Event must obtain a permit issued by the Director in accordance with the External Special Event Policy and pay all application fees.

12.36.040 Denial and Revocation

The Director may deny any application for reasons which include but are not limited, the requested location is not available, the size, activities or nature of the event present a risk of damage to Town property, or endanger the public, the event is of such size or nature that it requires the diversion of police or other town personnel such that it impairs the Town's operations and duties, the application is not complete or contains false information, or the applicant has failed to obtain the required insurance. The Director may revoke any permit for reasons which include but are not limited to, the applicant has failed to comply with the conditions of the permit, or has violated any ordinances or other regulations of the Town or when

the events activities present an immediate danger to the health, safety, or welfare of the participants or public.

12.36.050 No rights conferred

This chapter does not grant any applicant any rights, or other legal interest in any Town property or facility.

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

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

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

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this ___th day of _____, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

APPROVED AS TO FORM:

ATTEST:

Miriam Luna Gonzalez, Town Clerk

William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.g

Discussion/Action

Meeting Date: October 9, 2024

Initiated By: Raelynn Ferrera

Department: Administration

AGENDA ITEM

Ordinance 1054: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY CHAPTER 5.12 AMUSEMENTS OF THE FIRESTONE MUNICIPAL CODE

RECOMMENDATION

Approval of Ordinance 1054

SUMMARY

This Ordinance pertains to chapter 5.12 of the Firestone Municipal Code regarding conducting any show, theater, circus, exhibition, parade, moving picture show, entertainment, or amusement within the Town. This code amendment directs any person wanting to conduct these to follow the administrative processes as part of the external special event permitting process.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Organizational Objectives

ATTACHMENTS

1. Chapter 5.12 Amusements Ordinance 1054

ORDINANCE NO. 1054

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, REPEALING IN ITS ENTIRETY CHAPTER 5.12 AMUSEMENTS OF
THE FIRESTONE MUNICIPAL CODE**

WHEREAS, as the newly enacted External Special Event Permits ordinance and its accompanying administrative process addresses festivals, parades, carnivals, fairs, rodeos and other similar activities there is no need for Chapter 5.12 Amusements of the Firestone Municipal Code which pertains to theatres, circus, exhibitions and parades and having been last updated in 1989 is outdated and also includes an unenforceable provision

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

Section 1. Chapter 5.12 Amusements of the Firestone Municipal Code is 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 Municipal Code of the Town of Firestone, Colorado.

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

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN
FULL this __th day of _____, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac, Jr. Mayor

APPROVED AS TO FORM:

ATTEST:

Miriam Luna Gonzalez, Town Clerk

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.h

Discussion/Action

Meeting Date: October 9, 2024

Initiated By: Raelynn Ferrera

Department: Administration

AGENDA ITEM

Resolution 24-93: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING PARK AND RECREATION FACILITY FEES

RECOMMENDATION

Approval of Resolution 24-93

SUMMARY

This resolution establishes the fees charged for the exclusive use of parks and recreation facilities, including pavilions, basketball, volleyball, and tennis courts, baseball fields, multi-purpose fields, pump track, and bicycle playground.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Park and Rec Facility Fees RESO
2. Park and Rec Facility Fee Schedule 10-2024

RESOLUTION NO. 24-93

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING PARK AND RECREATION
FACILITY FEES**

WHEREAS, though the Town had never imposed fees for the use of its Park and Recreation Facilities the Town continued to provide additional services and the demand and use of such services by both residents and non-residents has continued to increase; and

WHEREAS to be financially responsible Town staff analyzed the costs to provide such services and established a fee schedule which as required by law is reasonably related to the Town's costs to provide the services; and

WHEREAS, Staff in recognition of the resident's support of the Town's Park and Recreation Facilities provided a discounted rate for residents; and

WHEREAS Staff thus recommends that the Board of Trustees adopt the proposed Park and Recreation Facility fees.

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

The Park and Recreation Facility fees are approved in substantially the same form as the copy attached hereto and made a part of this resolution.

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

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr. Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

Use	Site Category	Amenities Type	Resident Fee Per Hour	Non-Resident Fee Per Hour	Per Day 7hr Max
Event Reservation	Neighborhood Park	Pavilion	\$25.00	\$30.00	\$150.00
Event Reservation	Neighborhood Park	Restroom	\$30.00	\$35.00	\$120.00
Event Reservation	Neighborhood Park	Open Turf	\$20.00	\$25.00	\$150.00
Event Reservation	Neighborhood Park	Courts Basketball, Volleyball or Tennis	\$30.00	\$35.00	\$210.00
Event Reservation	Neighborhood Park	Baseball Fields/ w bases and initial field prep	\$80.00	\$55.00	\$300.00
Event Reservation	Neighborhood Park	Multi-Purpose Field	\$25.00	\$30.00	\$200.00
CVPRD Youth Activities	Neighborhood Park	All	\$0.00	\$0.00	\$0.00
CVPRD Adult Activities	Neighborhood Park	All	\$10.00	\$15.00	\$200.00
Youth Tournament	Neighborhood Park				
		Open Turf			\$150.00
		Basketball Court			\$200.00
		Volleyball Court			\$200.00
		Tennis Court			\$200.00
		Multi-Purpose Field			\$200.00
		Pump Track			\$300.00
		Bicycle playground			\$250.00
		Disc Golf Baskets			\$100.00
		Restroom			\$100.00
		Additional Portable Toilet (each)			\$120.00
Adult Tournament	Neighborhood Park				
		Open Turf			\$170.00
		Basketball Court			\$250.00
		Volleyball Court			\$250.00
		Tennis Court			\$200.00
		Multi-Purpose Field			\$250.00
		Pump Track			\$350.00
		Disc Golf baskets			\$120.00
		Restroom			\$100.00
		Additional Portable Toilet (each)			\$120.00
Youth Tournament	Firestone Sports Complex				
		3 Baseball Fields/ w bases and initial field prep			\$500.00
		Temp Fence			\$80.00
		Field Lights			\$120.00
		Restroom			\$100.00
		Additional field prep (each)			\$100.00
		Additional Portable Toilet (each)			\$120.00
Adult Tournament	Firestone Sports Complex				
		3 Baseball Fields/ w bases and initial field prep			\$600.00
		Temp Fence			\$80.00
		Field Lights			\$120.00
		Restroom			\$100.00
		Additional field prep (each)			\$100.00
		Additional Portable Toilet (each)			\$120.00

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.i

Discussion/Action

Meeting Date: October 9, 2024

Initiated By:

Department: Finance

AGENDA ITEM

CIP and All Other Funds

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:

ATTACHMENTS

None

Payroll Board Report - September 2024

Gross Earnings	Hours/Units	Amount	% of Co	Voluntary Deductions	Amount	Employee Taxes	Amount	
Regular	15,784.00	716,787.34	100.00%	GARNISHMENT % 1 - MED	1,297.34	Federal W/H	78,741.68	
Overtime	507.75	35,616.81	100.00%	Accident Insurance	1,400.84	Medicare	12,607.37	
2023 Personal Day	16.00	851.44	100.00%	Critical Illness Spouse	530.60	Social Security	746.11	
Bereavement	40.00	1,521.60	100.00%	Critical Illness Employee Only	960.60	Colorado State W/H	31,459.00	
Call Out	6.00	217.62	100.00%	Equipment	1,122.64		123,554.16	
Contract Paid Time Off	4.50	226.08	100.00%	FPPA - 457 Amount	300.00			
Extended Paid Leave	113.50	5,936.38	100.00%	FPPA - 457 Percentage	1,024.58	Employer Taxes	Amount	% of Co
FTO Pay	4.00	199.12	100.00%	FPPA - Police Pension	29,380.11	Employer Medicare	12,639.14	100.00%
Holiday Time Off	738.50	33,068.75	100.00%	FPPA ROTH 457	600.00	Employer Social Security	746.11	100.00%
Holiday Time Off 10	179.25	9,158.80	100.00%	FSA Dependent Care Amount	3,409.96	CO SUI	116.81	100.00%
Holiday Worked	104.00	7,331.37	100.00%	Flexible Spend Account Medical	4,245.36		13,502.06	100.00%
PD Grants/Contracts 1.5	3.00	272.57	100.00%	Health Savings Account	20,313.52			
PD Shift Supervisor	23.00	1,700.01	100.00%	Hospital Insurance Employee On	1,345.16	Employer Match	Amount	% of Co
PTO STD	-	-	-	Limited Purpose Flexible Spend	48.34	ER PERA MATCH	91,122.52	100.00%
Paid Time Off	1,829.31	80,803.73	100.00%	Medical HSA Choice	7,110.76	FPPA Employer Contribution	24,437.10	100.00%
Paid Time Off Payout	118.95	3,627.22	100.00%	Medical OAP	8,733.98	Mission Square 457 pretax ERD	2,041.72	100.00%
Police Security Events	12.25	918.75	100.00%	Mission Square - 401a Amount	150.00		117,601.34	100.00%
Time Off in Lieu	27.01	917.89	100.00%	Mission Square - 457b %	262.21			
Time-Off In Lieu	-24.25	-1,235.04	100.00%	Mission Square - 457b Amount	150.00	Memo Deductions	Amount	
Unpaid Leave	22.18	-	-	Mission Square - Roth IRA %	917.73	3PSP MEDICARE	31.79	
Volunteer Time Off	37.00	1,355.55	100.00%	Norton LifeLock Essential	233.80	Basic Life AD&D - ER Paid	2,304.68	
CELL PHONE STIPEN	-	300.00	100.00%	Norton LifeLock Premier	449.78	Dental Employer Contribution	9,994.22	
Employee Lifestyle Reimb	-	1,567.74	100.00%	PERA	55,105.27	HSA Employer Contribution	3,975.00	
Mayor/Trustee	-	2,150.00	100.00%	PERA - 401K Roth Amount	500.00	Long Term Disability ER Paid	2,016.03	
Retro Pay	-	8,921.24	100.00%	PERA - 401K Amount	2,040.00	Medical Base ER Contribution	46,139.06	
	19,545.95	912,214.97	100.00%	PERA - 401K Percentage	450.17	Medical HSA Choice ER Contrib	52,144.92	
				PERA - 457 AMOUNT	880.00	Medical OAP Employer Contrib	49,494.00	
				PERA - 457 PERCENTAGE	2,037.66	Pension Death and Disability	8,448.20	
				PERA - 457 ROTH AMOUNT	818.00	Short Term Disability ER Paid	2,594.57	
				PERA - 457 ROTH PERCENTAG	557.08	Vision Employer Contribution	1,829.68	
				PERA Life Insurance	108.50		178,972.15	
				Reimbursement (-)	2,161.10			
				Voluntary Life and AD&D Child	64.00	Net Pay	638,043.70	
				Voluntary Life and AD&D Employ	1,515.70			
				Voluntary Life and AD&D Spouse	392.32			
					150,617.11			

Name	Total Paid
Total 4 RIVERS EQUIPMENT, LLC:	694.18
Total A NEW VIEW PAINTING, LLC:	1,930.00
Total ABS CONCRETE INC:	29,625.00
Total ACCESS/ADAMS DATA MANAGEMENT, LLC:	592.78
Total ADAMSON POLICE PRODUCTS:	1,495.00
Total AIMS LOCAL COLLEGE DISTRICT:	3,500.00
Total AMAZON CAPITAL SERVICES:	3,207.40
Total AMERICAN CONSERVATION & BILLING SOLUTION:	400.00
Total ANDERSON CONSULTING ENGINEERS, INC:	8,839.75
Total Andrez Mac Salazar:	2,161.10
Total ASPHALT SPECIALTIES CO., INC.:	386.13
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total B K TIRE, INC:	4,936.28
Total BAREFOOT RESIDENTIAL LLC:	101.39
Total BEACON COMMUNICATIONS LLC:	1,978.67
Total BLU SKY TOWING:	478.75
Total BOBCAT OF THE ROCKIES:	29,821.99
Total BOHANNAN HUSTON INC:	23,824.98
Total BUCKEY INTERNATIONAL INC:	1,024.41
Total BUTLER SNOW LLP:	2,094.50
Total CELEGANS LABS INC:	16,116.25
Total CENTRAL WELD COUNTY WATER DISTRICT:	33.12
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	376,077.49
Total CENTRAL WELD COUNTY WATER DISTRICT-TAPS:	6,000.00
Total CENTURY LINK:	634.68
Total CERTIFIED LABORATORIES:	781.85
Total CHALLENGE ENTERTAINMENT ENTERPRISES:	250.00
Total CHASE PAYMENTNET:	102,447.80
Total CHECK-IT CODE CONSULTING LLC:	13,119.52
Total CIGNA HEALTH & LIFE INSURANCE CO:	172,514.52
Total CINTAS FIRST AID & SAFETY:	264.86
Total CIRSA:	374.87
Total COLORADO CIVIL GROUP INC.:	39,103.40
Total COLORADO DEPT.OF PUBLIC HEALTH & ENVIRON:	977.00
Total COLORADO MATERIALS, INC:	6,112.13
Total CONCENTRA MEDICAL CENTERS:	126.00
Total DataShield Corporation:	51.75
Total DBC IRRIGATION SUPPLY:	2,978.69
Total DEFALCO CONSTRUCTION:	234,792.27

Name	Total Paid
Total DELTA DENTAL OF COLORADO, INC:	10,066.01
Total DITESCO LLC:	28,862.17
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	204.87
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	46,210.77
Total FACTORY MOTOR PARTS CO.:	445.45
Total FASTENAL COMPANY:	32.38
Total FEDEX:	2.79
Total FIRST AMERICAN TITLE CO:	252.30
Total FIRST AMERICAN TITLE INSURANCE COMPANY-E:	.00
Total FIRST INTEGRITY TITLE COMPANY:	49.65
Total FIT FOR YOU LLC:	293.00
Total FRANCE PUBLICATIONS, INC:	2,550.00
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	854.90
Total FRONTIER BUSINESS PRODUCTS:	2,727.50
Total FUZION FIELD SERVICES LLC:	8,915.73
Total G & G EQUIPMENT INC:	192.64
Total Gen Digital Inc:	1,366.88
Total GOLF & SPORT SOLUTIONS:	9,534.36
Total GRAINGER:	568.13
Total GRAVES CONSULTING LLC:	2,000.00
Total GREEN GIRL RECYCLING SERVICES:	195.00
Total GROUND ENGINEERING CONSULTANTS, INC:	4,367.50
Total HARDLINE EQUIPMENT LLC:	8,414.42
Total HAYASHI & MACSALKA, LLC:	999.00
Total INTERMOUNTAIN SALES OF DENVER, INC.:	860.00
Total INTERSTATE BATTERY OF THE ROCKIES:	475.85
Total INTERSTATE FORD:	113.01
Total JK Wash Enterprises LLC:	516.50
Total JONES, STEPHEN:	1,500.00
Total Julia Nelson:	500.00
Total KG CLEAN INC:	5,500.28
Total KINSCO, LLC:	726.93
Total Kronos SaaShr Inc:	11,000.00
Total L G EVERIST INC:	2,042.77
Total L. L. JOHNSON DISTRIBUTING CO.:	651.17
Total LANGUAGELINE SOLUTIONS:	38.37
Total LARRY'S MOBILE WELDING INC:	2,500.00
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	33,240.98
Total LENNAR COLORADO:	578.89

Name	Total Paid
Total LEONARD RICE ENGINEERS, INC:	37,056.84
Total LEXISNEXIS RISK SOLUTIONS:	845.25
Total Liliana Mercado:	220.00
Total LITTLE THOMPSON WATER DISTRICT:	1,882.99
Total Longmont Digital Printing:	603.61
Total LONGMONT HUMANE SOCIETY:	3,331.99
Total MAC EQUIPMENT INC LONGMONT:	1,020.97
Total MAIN STREET MAT COMPANY, INC:	719.90
Total MCCANDLESS TRUCK CENTER, LLC:	1,676.98
Total MCGEE COMPANY:	103.16
Total MDI TRUCKS OF NORTHERN COLORADO:	.00
Total MELODY HOMES INC:	6,254.50
Total METRO PAVERS INC:	14,144.11
Total Mike Maroone Chevrolet Buick GMC Longmon:	118.56
Total MILE HIGH SHOOTING ACCESSORIES LLC:	867.15
Total MISC VENDOR:	690.75
Total Mountain Range Plumbing:	18,155.00
Total MTECH MECHANICAL TECHNOLOGIES GROUP:	3,993.25
Total MUTUAL OF OMAHA INSURANCE CO:	9,026.57
Total NORTHERN COLORADO WATER CONSERVANCY DIST:	291,823.80
Total Nutrien Ag Solutions Inc:	14,370.00
Total O.J. WATSON COMPANY, INC.:	189.80
Total ODP BUSINESS SOLUTIONS LLC:	512.72
Total O'REILLY AUTO PARTS:	714.04
Total ORKIN PEST CONTROL, INC:	5,071.99
Total P3 Advisors LLC:	56,295.00
Total PIONEER ATHLETICS:	30,714.83
Total PRAIRIE MOUNTAIN PUBLISHING:	201.55
Total Print Experts:	645.01
Total PUREWATER DYNAMICS, INC:	596.41
Total QUICK-SET AUTO GLASS:	740.00
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	171.24
Total RESOURCE CENTRAL:	333.33
Total RESTITUTION / COURT REFUNDS:	2,375.00
Total REXEL USA, INC:	232.73
Total ROCKY MOUNTAIN RESERVE LLC:	453.35
Total ROCKY MOUNTAIN WILDLIFE SERVIC, INC:	1,272.96
Total S&S Striping and Signage:	31,035.00
Total SAFETY AND CONSTRUCTION SUPPLY INC:	294.00

Name	Total Paid
Total SHERWIN WILLIAMS CO.:	154.85
Total Short-Elliott-Hendrickson Inc:	55,748.40
Total Southwest JCB Inc:	2,232.00
Total STEVE BALCEROVICH:	2,500.00
Total Sturgeon Electric Company:	13,100.98
Total Sweet Roofing:	66.00
Total TARGET SPECIALTY PRODUCTS:	932.52
Total THE TREE FARM:	440.78
Total TIMBER LINE ELECTRIC & CONTROL CORP:	3,404.00
Total Toilet Rebates:	75.00
Total TRAFFIC SIGNAL CONTROLS, INC:	600.00
Total TRANSWEST TRUCK TRAILER RV:	156.37
Total TRIDENT SECURITY SYSTEMS INC:	1,845.00
Total TRI-TECH FORENSICS INC:	259.70
Total UMB BANK, NA:	.00
Total UME CUSTOM EMBROIDERY:	5,261.04
Total UNIVERSITY AUTO PARTS, INC:	3,247.97
Total UTILITY NOTIFICATION CENTER OF COLORADO:	1,158.42
Total UTILITY REFUNDS -1:	3,951.58
Total VALLI INFORMATION SYSTEMS:	6,794.69
Total VANCE BROTHERS INC:	7,608.00
Total VECTOR DISEASE CONTROL INTERNATIONAL LLC:	8,890.45
Total Verizon Connect NWF INC:	322.72
Total VISION SERVICE PLAN - VSP:	1,876.81
Total WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ:	638.00
Total WAGNER EQUIPMENT CO.:	3,660.80
Total WATER TECHNOLOGY GROUP:	7,286.55
Total Wesspur Tree & Equipment Inc:	203.35
Total WESTWATER RESEARCH, LLC:	5,000.00
Total WICKHAM TRACTOR CO, Inc:	402.47
Total Widner Juran LLP:	15,739.52
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	3,288.96
Grand Totals:	1,975,999.98

Name	Total Paid
MISC VENDOR	
Total CAROLINA GONZALES:	.00
Total Freedom Forever Colorado LLC:	476.21
Total My Guy Heating and Air:	214.54
Grand Totals:	690.75

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 11.a

Executive Session

Meeting Date: October 9, 2024

Initiated By:

Department: Town Clerk

AGENDA ITEM

An executive session pursuant to C.R.S. 24-6-402(4)(f)(I) for a personnel matter regarding the Town Manager's quarterly evaluation.

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:

ATTACHMENTS

None