



TOWN OF FIRESTONE
Board of Trustees Regular Meeting Agenda

October 23, 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 October 9, 2024 Board of Trustees Regular Meeting Minutes
 - b. Approval of the October 16, 2024 Board of Trustees Special Meeting Minutes
 - c. Cancellation of the November 27, 2024, and December 25, 2024, Board of Trustees Meetings
 - d. **Resolution 24-94:** 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 NEW COAL RIDGE DITCH LATERAL FINAL DESIGN PROJECT
 - e. **Resolution 24-100:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACCEPTING THE DEDICATION OF A BUILDING SETBACK, UTILITY AND DRAINAGE EASEMENT FROM COLLECTIVE LAND HOLDING PARTNERSHIP, LLC AND VACATING A PORTION OF THE EXISTING BUILDING SETBACK, DRAINAGE AND UTILITY

* 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.

EASEMENT PERTAINING TO LOT 1-B-1 OF THE DEL CAMINO JUNCTION
BUSINESS PARK P.U.D.

- f. **Resolution 24-101:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACCEPTING THE DEDICATION OF A UTILITY EASEMENT FROM QUIKTRIP CORPORATION PERTAINING TO THE FINAL DEVELOPMENT PLAN FOR QUIKTRIP STORE #4279
- g. **Resolution 24-102:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO SUPPORTING THE SAINT VRAIN VALLEY SCHOOL DISTRICT RE-IJ, PROPOSED BOND MEASURE

6. Presentation

- a. STAR Award Presentation
- b. 2024 Shine Prom Presentation

7. Land Development

- a. **Resolution 24-98:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND DAVIS PARTNERSHIP ARCHITECTS FOR ARCHITECTURAL AND LANDSCAPE DESIGN SERVICES PERTAINING TO DEVELOPMENT OF A GENERAL PUD DISTRICT PLAN FOR CENTRAL PARK
- b. **Resolution 24-99:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AND RESTATED AGREEMENT FOR SERVICES WITH CHECK-IT CODE CONSULTING, LLC

8. Discussion/Action

- a. **Resolution 24-95:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING THE COLLECTIVE LAND HOLDING PARTNERSHIP LLC NATIVE WATER CREDIT PURCHASE AGREEMENT
- b. **Resolution 24-96:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS

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

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WATER ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE
AGREEMENT WITH MICHELE AND BRIAN HERITAGE

- c. **Resolution 24-97:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ADOPTING THE BASELINE AGENCY GROWTH PLAN
- d. **Resolution 24-103:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ADOPTING THE BOARD OF TRUSTEES 2025-2026 WORK PLAN.
- e. **Resolution 24-104:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN UNDERWRITER ENGAGEMENT LETTER WITH PIPER SANDLER & CO FOR SERVICES REGARDING WATER REVENUE BONDS
- f. 2025 Budget Final Review

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

10. **Reports**

- a. Staff
 - 10.a.i. Third Quarter Financials
- b. Mayor
- c. Trustees

11. **Adjournment**

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**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.a

Consent Agenda

Meeting Date: October 23, 2024

Initiated By:

Department: Town Clerk

AGENDA ITEM

Approval of the October 9, 2024 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. 10-09-2024 BoT Regular Meeting Minutes DRAFT



TOWN OF FIRESTONE
Board of Trustees Regular Meeting
MINUTES
October 9, 2024

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on October 9, 2024, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Conyac called the meeting to order at 06:00 PM

The following were present upon the call of the roll:

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

2. Pledge of Allegiance

Mayor Conyac led the pledge of allegiance.

3. Approval of Agenda

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Morton, to amend the the agenda as follows: move item 5b, Resolution 24-90, from the Consent Agenda to become the new item 8.i under Discussion/Action, with the current item 8.i shifting down to 8.j. Additionally, the second amendment is to remove the Executive Session from this meeting's Agenda. All in Favor, **Motion carried.**

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Byrd, to approve the Agenda as amended. All in Favor, **Motion carried.**

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

Becky Duckworth, a resident of Firestone, commented on the recently presented 2025 Legislative Budget for the Board of Trustees.

Doug Sharp, a resident of Weld County, expressed his concerns regarding the recent Town of Firestone Parks, Trails, Recreation, and Open Space Commission meeting.

5. Consent Agenda

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Byrd, to approve Consent Agenda All in Favor, **Motion carried.**

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

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

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

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Morton, to approve **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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

- 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

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Haney, to approve **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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

- 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

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Byrd, to approve **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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

- 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

Motion by Trustee Haney, **second** by Trustee Morton, to approve **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

Roll Call Vote:

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

No: Trustee Holcomb

Abstain: None

Motion carried

- 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.

Motion by Trustee Morton, **second** by Trustee Haney, to Approve **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.

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

- 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.

Motion by Trustee Haney, **second** by Mayor Pro Tem Jimenez, to Approve **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.

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

- 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

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Byrd, to Approve **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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

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

Motion by Trustee Byrd, **second** by Mayor Pro Tem Jimenez, to amend the Park and Recreation Facility Fee Schedule to reflect the Resident Fee of \$55 per hour and Non-Resident of \$80 per hour. **Resolution 24-93:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING PARK AND RECREATION FACILITY FEES

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

Motion by Trustee Morton, **second** by Trustee Haney, to approve Resolution 24-93 as amended. **Resolution 24-93:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING PARK AND RECREATION FACILITY FEES

Roll Call Vote:

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

No: Trustee Holcomb

Abstain: None

Motion carried

- i. **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

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Haney, to approve **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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

j. CIP and All Other Funds

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

No one came forward to provide public comment.

10. Reports

a. Staff

10.a.i. Closed Captioning

10.a.ii. September Monthly Financial report

b. Mayor

Last week, the Mayor attended the Northern Colorado Housing Summit. This week, he will participate in the Government and Utilities Round Table. The Neighbors Point Gap Project has been approved for the 2025 Budget. Additionally, clarification was provided regarding the Carbon Valley Recreation District ballot item, emphasizing that it should not be confused with the Town of Firestone.

c. Trustees

Trustee Morton gave an update after her attendance at the Parks, Trails, Recreation and Open Space Commission Meeting last week.

11. Adjournment

Introduced and Approved the _____ of _____, 2024.

TOWN OF FIRESTONE, COLORADO

ATTEST

Don Conyac, Jr., Mayor

Missy Carranco,
Deputy Town Clerk

DRAFT

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.b

Consent Agenda

Meeting Date: October 23, 2024

Initiated By:

Department: Town Clerk

AGENDA ITEM

Approval of the October 16, 2024 Board of Trustees Special 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. 10-16-2024 BoT Special Meeting Minutes DRAFT



TOWN OF FIRESTONE
Board of Trustees Special Meeting
MINUTES
October 16, 2024

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Special Meeting on October 16, 2024, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Conyac called the meeting to order at 07:20 PM

The following were present upon the call of the roll:

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

2. Pledge of Allegiance

Mayor Conyac led the pledge of allegiance.

3. Approval of Agenda

Motion by Trustee Doherty, **second** by Trustee Haney, for approval of Agenda All in Favor, **Motion carried.**

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

Trent John, a Firestone resident, provided public comment regarding a recent motor vehicle theft in which he was the victim. He expressed his gratitude to the Firestone Police Department for their swift assistance in recovering the vehicle.

5. Executive Session

At 7:29 pm, a **motion** by Trustee Morton, **second** by Trustee Byrd, to go into an Executive Session. All in Favor, **Motion carried.**

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

- b. 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.

6. Adjournment

At 8:53 pm, **a motion** by Trustee Doherty, **second** by Trustee Byrd, to adjourn. All in Favor, **Motion carried.**

Introduced and Approved the _____ of _____, 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.c

Consent Agenda

Meeting Date: October 23, 2024

Initiated By:

Department: Board of Trustees

AGENDA ITEM

Cancellation of the November 27, 2024, and December 25, 2024, Board of Trustees Meetings

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

None

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.d

Consent Agenda

Meeting Date: October 23, 2024

Initiated By: Julie Pasillas

Department: Water & Community Resources

AGENDA ITEM

Resolution 24-94: 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 NEW COAL RIDGE DITCH LATERAL FINAL DESIGN PROJECT

RECOMMENDATION

Staff recommends approval of Resolution 24-94, authorizing the execution of the agreement for the final design services between the Town of Firestone and Colorado Civil Group, Inc. and authorizing staff to expend funds.

SUMMARY

The agreement authorizes Colorado Civil Group, Inc. (CCG) to prepare a final New Coal Ridge Ditch Lateral turnout and pipeline design. In this second stage of the project, CCG will complete the final design and prepare construction documents for the proposed work based on the previously completed preliminary design prepared by CCG.

As a part of the agreement, CCG will coordinate the following:

- Submittals and meetings with the New Coal Ridge Ditch Company, landowners, and impacted utility providers.
- Potholing of utilities, subsurface geotechnical services, structural design, and electrical design of the power supply associated with the turnout structure.
- Surveying and engaging the services of a Landman to negotiate easements for work outside the corporate limits of the Town of Firestone.
- Discussions with landowners within the Town of Firestone corporate limits.

The Town of Firestone's augmentation surface water rights include shares of the New Coal Ridge Ditch that have either been dedicated through the Native Water Dedication process or acquired through purchases. The ditch is located above all three of the Town's reservoirs, and currently, there is no direct conveyance to get water from the New Coal Ridge Ditch to any of the reservoirs. To utilize these water rights, the Town will need to construct a new ditch turnout system and a pipeline to divert and convey water from the New Coal Ridge Ditch to all three reservoirs.

FINANCIAL CONSIDERATIONS

The agreement includes an amount not to exceed \$283,380.00. Sufficient funds were budgeted in the Water Fund CIP account for the New Coal Ridge Ditch Lateral Preliminary Design Project.

HISTORY AND PREVIOUS BOARD ACTION

At the September 27, 2023, Board of Trustees meeting, Resolution 23-102 was approved for a Professional Services Agreement with Colorado Civil Group, Inc. for engineering services for the Preliminary Design of the New Coal Ridge Ditch Lateral turnout and pipeline.

Staff presented this project as part of the CIP for the Water Fund during the 2024 and 2025 budget work sessions with the Board of Trustees.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Maintain Town Infrastructure & Facilities
 - Organizational Objectives

ATTACHMENTS

1. Reso 24-94 CCG Agreement for Coal Ridge Ditch Lateral Final Design
2. Coal Ridge Ditch Lateral - Final Design Contract (2024.10.04 signed)
3. Pipeline Alignment Map

RESOLUTION NO. 24-XX

**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 NEW COAL
RIDGE DITCH LATERAL FINAL DESIGN PROJECT**

WHEREAS, the Town of Firestone (“Town”) is in need of professional engineering design services for the New Coal Ridge Ditch Lateral 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 water facilities and 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 for Engineering Design Services including Exhibit A, pertaining to the New Coal Ridge Ditch Lateral 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 23rd 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 **Coal Ridge Ditch Lateral Final Design (W2023-9547.01)**
- 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 \$283,380.00. 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.

-
- 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:

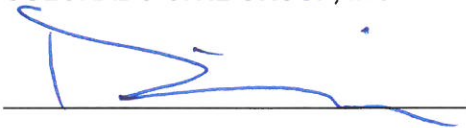
Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

COLORADO CIVIL GROUP, INC.

By:



David Lindsay, President

ATTEST:



Chris Messersmith, Vice-President

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. The pipeline portion of the project shall be the alternative identified as the "South with Pressure System".
- Contractor's budget assumes two sets of construction drawings and two sets of construction documents, one for the ditch turnout portion of the project and one for the pipeline portion of the project.
- Contractor shall use the Preliminary Design for initial submittals to New Coal Ridge Ditch Company 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 a structural design of the turnout structure.
- Contractor shall arrange for electrical design of power supply associated with the turnout structure.
- Contractor shall arrange for surveying that will include survey locations of potholes and geotech test holes, plan and profile over the selected pipeline alignment, and prepare metes and bounds legal descriptions for any easements needed for the work.
- Contractor shall engage the services of a Landman to negotiate easements for the portions of the work outside of the corporate limits of the Town of Firestone. The Contractor will lead discussions with landowners within the Town of Firestone corporate limits.
- Contractor shall meet with the Coal Ridge Company, landowners, and impacted utilities to coordinate the work.
- Contractor shall prepare construction drawings that shall include site improvements plan view, profile of main pipelines, turnout and outfall structural details, power supply and SCADA controls details.
- Contractor shall prepare a Construction Project Manuals 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 sets (pipeline and turnout) for review.
- 100% complete construction plan sets with Project Manuals (pipeline and turnout) for review.
- Final stamped mylar construction drawings.
- Soils Report

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.e

Consent Agenda

Meeting Date: October 23, 2024

Initiated By: Pam Howard

Department: Planning & Development

AGENDA ITEM

Resolution 24-100: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACCEPTING THE DEDICATION OF A BUILDING SETBACK, UTILITY AND DRAINAGE EASEMENT FROM COLLECTIVE LAND HOLDING PARTNERSHIP, LLC AND VACATING A PORTION OF THE EXISTING BUILDING SETBACK, DRAINAGE AND UTILITY EASEMENT PERTAINING TO LOT 1-B-1 OF THE DEL CAMINO JUNCTION BUSINESS PARK P.U.D.

RECOMMENDATION

Staff recommends that the Board of Trustees approve draft resolution 24-100.

SUMMARY

The location of certain portions of the existing building setback, utility, and drainage easement within Lot 1-B-1 will conflict with the location of the proposed project shown on the Final Development Plan for the Property, which is currently under review. The owner proposes to reduce the building setback, utility, and drainage easement as depicted on the Plat, be dedicated to the Town to correspond with the location of the proposed building and utility and drainage facilities for Lot 1-B-1 as shown on the Final Development Plan.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

The Del Camino Junction Business Park P.U.D Final Plat was approved by the Board of Trustees on October 14, 1999, this lot was a part of Lot 1. An amended Final Plat was approved on December 21, 2004, splitting Lot 1 into Lot 1-A and Lot 1-B.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Resolution 24-100
2. Second Amended Final Plat of Del Camino Business Park PUD

RESOLUTION NO. 24-100

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACCEPTING THE DEDICATION OF A BUILDING SETBACK, UTILITY AND DRAINAGE EASEMENT FROM COLLECTIVE LAND HOLDING PARTNERSHIP, LLC AND VACATING A PORTION OF THE EXISTING BUILDING SETBACK, DRAINAGE AND UTILITY EASEMENT PERTAINING TO LOT 1-B-1 OF THE DEL CAMINO JUNCTION BUSINESS PARK P.U.D.

WHEREAS, Collective Land Holding Partnership, LLC (“Owner”) is the owner of certain real property located in the Town of Firestone (“Town”), legally described as Lot 1-B-1, Del Camino Junction Business Park P.U.D., 2nd Amendment (the “Property”); and

WHEREAS, Owner intends to develop flex space building with light industrial uses on the Property (“Project”) pursuant to a Non-Residential Minor Plat Amendment (“Plat”) and Final Development Plan approved by the Town’s Director of Planning and Development in accordance with Sections 16.7.6.E and 16.7.10 of the Firestone Development Code; and

WHEREAS, the location of certain portions of the existing building setback, utility and drainage easement within Lot 1-B-1 will conflict with the location of the proposed Project shown on the Final Development Plan for the Property; and

WHEREAS, Owner proposes that a new building setback, utility and drainage easement as depicted on the Plat, be dedicated to the Town to correspond with the location of the proposed building and utility and drainage facilities for Lot 1-B-1 as shown on the Final Development Plan; and

WHEREAS, the Board of Trustees finds and determines that the building setback, utility and drainage easement on the Property is no longer necessary for the public use and convenience, that the proposed new building setback, utility and drainage easement will be an acceptable way to accomplish the same public purposes as are served by the existing easement, and the proposed new building setback, utility and drainage easement will facilitate development of the Project.

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

1. A portion of that certain building setback, utility and drainage easement within Lot 1-B-1, Del Camino Junction Business Park P.U.D., 2nd Amendment, as depicted on Exhibit A, shall be vacated.

2. The dedication of a building setback, utility and drainage easement over, across, and under certain portions of Lot 1-B-1, Del Camino Junction Business Park P.U.D., 2nd Amendment, as such easement is described and depicted on the Plat, attached hereto, is accepted by the Board of Trustees of the Town of Firestone, and the Mayor is authorized to execute the Plat on behalf of the Town.

PASSED AND ADOPTED this 23rd day of October, 2024.

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A

A map showing the location of the site. The site is marked with a black square and labeled "SITE". It is located at the intersection of 125th Frontage Road and Rural Ditch. Other roads shown include County Road 24-1/2, Interstate 23, Business Park Circle, Union Street, Arbor Street, Firestone Boulevard, and a Gravel Pit area. The map is oriented with North at the top.

SHEET
1 OF 1

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.f

Consent Agenda

Meeting Date: October 23, 2024

Initiated By:

Department: Planning & Development

AGENDA ITEM

Resolution 24-101: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACCEPTING THE DEDICATION OF A UTILITY EASEMENT FROM QUIKTRIP CORPORATION PERTAINING TO THE FINAL DEVELOPMENT PLAN FOR QUIKTRIP STORE #4279

RECOMMENDATION

Staff recommends that the Board of Trustees approve draft Resolution 24-101

SUMMARY

QuikTrip has submitted a Final Development Plan for Lot 1 of the Del Camino Central Filing 2, 2nd Amendment Final Plat. As part of this project, they propose to construct and install a secondary water line on the Property for fire protection. After installation and construction acceptance of the water line, the Town desires to own, operate, and maintain the water line, which will require the acquisition of a utility easement over a portion of the Property, as described and shown in the Final Development Plan and Exhibit A to the "Utility Easement" attached to this resolution.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

The Del Camino Central Final Plat was approved by the Board of Trustees on December 14, 2011. Amendments to the Final Plat were approved on November 9, 2016, and January 25, 2023. The 2023 amendment created Lot 1, which is the subject of this request.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Resolution 24-101
2. Utility Easement Form (Town Grantee)
3. Utility page from QuikTrip FDP

RESOLUTION NO. 24-101

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, ACCEPTING THE DEDICATION OF A
UTILITY EASEMENT FROM QUIKTRIP CORPORATION PERTAINING
TO THE FINAL DEVELOPMENT PLAN FOR QUIKTRIP STORE #4279**

WHEREAS, QuikTrip Corporation (“QuikTrip”) is the owner of certain real property located in the Town of Firestone (“Town”), legally described as Lot 1, Del Camino Central Filing No. 2, 2nd Amendment (the “Property”); and

WHEREAS, QuikTrip intends to develop QuikTrip Store #4279 on the Property (“Project”) pursuant to a Final Development Plan approved by the Town’s Director of Planning and Development in accordance with Section 16.7.10 of the Firestone Development Code; and

WHEREAS, to develop the Project, QuikTrip must construct and install a secondary water line upon the Property for fire protection; and

WHEREAS, after installation and construction acceptance of the water line, the Town desires to own, operate and maintain the water line, which will require acquisition of a utility easement over a portion of the Property, as described and shown in the Final Development Plan and Exhibit A to the “Utility Easement” attached to this resolution; and

WHEREAS, QuikTrip is willing to dedicate and grant to the Town the attached easement on, over, under, and across the Property for the purposes described in the Utility Easement Agreement and pursuant to the terms and conditions contained therein; and

WHEREAS, the Board of Trustees desires to accept the utility easement dedication from QuikTrip in accordance with the terms and conditions set forth in the Utility Easement attached hereto as Exhibit A.

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

The Board of Trustees of the Town of Firestone accepts the dedication of a utility easement from QuikTrip Corporation pursuant to the terms and conditions contained in the easement agreement 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 easement on behalf of the Town.

PASSED AND ADOPTED this 23rd day of October, 2024.

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A

UTILITY EASEMENT AND AGREEMENT

THIS UTILITY EASEMENT AND AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2022, by and between _____, a Colorado limited liability company, whose address is _____ (“Grantor”) and THE TOWN OF FIRESTONE, COLORADO, a municipal corporation organized and existing under and by virtue of the laws of the State of Colorado, whose address is 9950 Park Avenue, Firestone, Colorado, 80504 (the “Grantee”).

1. Grantor’s Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, as legally described in **Exhibit A** (the “Property”).
2. Consideration - Grant of Permanent Easement. For and in consideration of the covenants and agreements set forth herein, the sum of **TEN DOLLARS (\$10.00)**, and other good and valuable consideration, the receipt and adequacy of which Grantor acknowledges, the Grantor grants, sells and conveys to the Grantee, its successors and assigns, a non-exclusive, permanent easement (the “Permanent Easement”) on, over, under and across the Property as described more fully on **Exhibit B**, attached to and made a part of this Agreement (the “Permanent Easement Area”), subject to the terms, conditions and restrictions set forth below.
3. Purpose and Uses of Permanent Easement. Grantee may use the Permanent Easement: (a) to construct, install, operate, access, maintain, repair, replace, inspect and remove at any time and from time to time one or more water lines, sanitary sewer lines, storm drainage facilities, pipelines, conduits, vaults, accessories, improvements, or manholes and all necessary underground wires and appurtenances thereto, including, but not limited to, electric or other control systems, video or other control systems, cables, wires, connections, conduits, and surface appurtenances (the “Improvements”) over, under, through and within the Permanent Easement Area; (b) to replace and remove at any time and from time to time the Improvements constructed hereunder either in the original location or at any alternate locations within the Permanent Easement Area, generally consistent with the intended purposes of the Permanent Easement and (c) to mark the location of the Permanent Easement Area and the Improvements by suitable markers set and maintained in the ground.
4. Access. Additionally, Grantor grants and conveys to Grantee a permanent easement (the “Access Easement”) for the purpose of ingress to and egress to and from the Permanent Easement Area upon, over, in and across the Property, as described more fully on **Exhibit B**, attached hereto and made a part of this Agreement (the “Access Easement Area”). Grantee shall only use the existing roads for ingress and egress
5. Grantor’s Rights in Easement Area. Grantor reserves the right to use the Permanent Easement Area for any purposes which will not impair, endanger or unreasonably interfere with any of the Improvements or with Grantee’s full enjoyment of the rights hereby granted. Grantor shall not impair the lateral or subjacent support for the Improvements or the Permanent Easement Area, or otherwise change the ground level in the Permanent Easement Area. Grantor shall not

erect or construct any permanent structure or building, drill or operate any well, construct any reservoir or impoundment, raise or lower the ground elevation, or install or plant any trees or woody shrubs within the Permanent Easement Area without the prior written consent of the Grantee, which shall not be unreasonably withheld. Grantee shall have the right to cut, mow, or otherwise remove trees, undergrowth, weeds, brush, vegetation or other obstructions from the Permanent Easement Area that, in its judgment, may injure, endanger or interfere with the Improvements or Grantee's exercise of the rights granted herein. Grantor reserves all other rights, including the right to use the Permanent Easement Area for vehicular and pedestrian access, including low maintenance landscaping and soft surface and/or concrete trails, as well as the right to cross the Permanent Easement Area with other utilities or other easements; provided, however, that any such utility crossings, access or other easements do not interfere with, adversely impact or otherwise disturb the Improvements or impair the rights granted to Grantee under this Permanent Easement, and provided that any new underground utilities, facilities or other improvements are not installed or located within twenty-four inches above (vertically) and ten feet on either side of (horizontally) the centerline of the underground water pipeline (the "No-Install Zone"), or that construction or installation of any new underground utilities, facilities or other improvements do not require relocation of or future modifications to any existing Improvements. Grantee shall in no event be liable for any damages to any landscaping, trails, new underground or aboveground utilities, facilities or other improvements installed or located within the No-Install Zone or the Permanent Easement Area resulting from the Improvements or caused by the exercise of Grantee's rights hereunder.

6. Maintenance of the Permanent Easement Area.

(a) Upon completing any work in the Permanent Easement Area, Grantee will make such repairs or take such other action as may be necessary to restore the Permanent Easement Area to a condition comparable to its condition prior to Grantee's activities in the Permanent Easement Area, including but not limited to the reseeding and replanting of any disturbed areas in a manner reasonably satisfactory to Grantor, correction of any subsidence, and restoration of any other improvements or conditions impacted by Grantee's activities.

(b) Upon completion of construction work in the Permanent Easement Area, Grantor will maintain the surface of the Permanent Easement Area in compliance with any applicable weed, nuisance or other legal requirements.

7. Representations and Warranties of Grantor.

(A) Grantor represents to the Town, to Grantor's knowledge as of the date of the execution of this Permanent Easement, with respect to the Property that: (1) the Property has never been used as a landfill or waste dump; (2) that there has been no installation in or production, disposal, or storage on the Property of any hazardous substances, including, without limitation, asbestos, by Grantor, Grantor's tenants, or any previous owner or previous tenants, or any other activity which could have toxic results; (3) there is no underground storage tank on the Property; and (4) there is no proceeding or inquiry by any governmental authority or agency with respect thereto. Grantor shall indemnify, defend and hold the Town harmless from and against any and all

claims, demands, and liabilities, costs and expenses (including expert fees and attorney fees) arising or resulting from a breach of the covenants and warranties contained in this paragraph. For the purposes of this Permanent Easement, hazardous substances means all hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601, et seq.) and in Section 25-5-502 of the Colorado Revised Statutes, and petroleum or petroleum products.

(B) Grantor hereby warrants and represents to the Town that Grantor is seized with fee title to the underlying real property and there are no other parties with interest; that the rights conveyed herein are free and clear of liens and encumbrances; and that Grantor has sole and exclusive authority to enter into this Permanent Easement.

8. Binding Effect - Runs With Land. This Easement shall extend to and be binding upon the successors and assigns of the respective Parties hereto. The rights and responsibilities set forth in this Easement are intended to be covenants upon the Easement Property and are to run with the land.

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

10. Compliance with Laws. Grantee shall comply with all applicable laws in connection with its use of the Permanent Easement Area, the Access Easement Area, and the Improvements.

11. Governing Law. This Easement and all of the terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado, with venue in Weld County.

12. Severability. If any part, term or provision of this Easement shall be held unenforceable or invalid, the remainder of this Easement and the application of such part, term or provision to persons or situations other than those to which it shall have been held unenforceable or invalid shall not be affected thereby, but shall continue to be enforceable and enforceable to the greatest extent permitted by law.

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

[Signatures and acknowledgments on following page]

IN WITNESS WHEREOF, the Grantor and Grantee have executed this instrument on the date and year first above written.

GRANTOR:

_____, a Colorado
limited liability company

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss
COUNTY OF _____)

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

.

Witness my hand and official seal.

(Notary Public Official Signature)

(Title of office)

(Commission Expiration)

[Signatures continue on following page]

ACCEPTED BY GRANTEE:

TOWN OF FIRESTONE

By: _____
Drew Peterson, Mayor

ATTEST:

By: _____
_____, Town Clerk

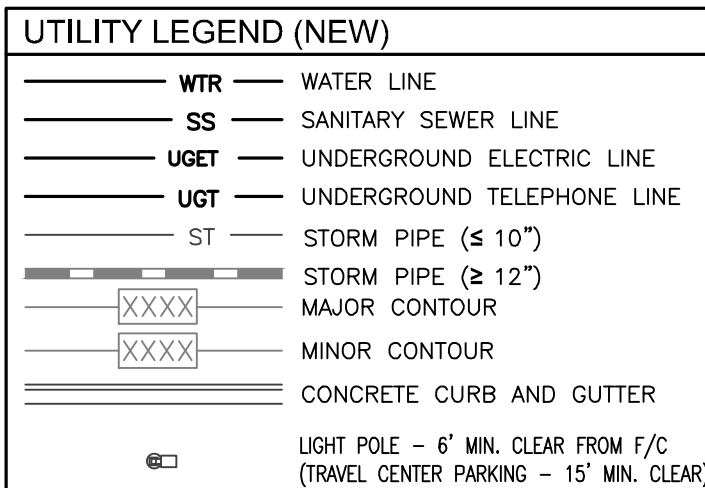
APPROVED AS TO FORM:

By: _____
William P. Hayashi, Town Attorney

EXHIBIT A
[Property Description]

EXHIBIT B
[Description of Easement to be conveyed to the Town of Firestone]

FINAL DEVELOPMENT PLAN
LOT 1, DEL CAMINO CENTRAL FILING 2, 2ND AMENDMENT
QUIKTRIP STORE #4279
TOWN OF FIRESTONE, WELD COUNTY
STATE OF COLORADO
UTILITY PLAN
SHEET 15 OF 39



PROJECT NO.:QKT004279

Galloway

5500 Greenwood Plaza Blvd, Suite 200
Greenwood Village, CO 80111
303.770.8884
GallowayUS.com

QuikTrip No. 4279

FIRESTONE, COLORADO



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ANY UNAUTHORIZED USE, REPRODUCTION,
PUBLICATION, DISTRIBUTION, OR SALE IN
WHOLE OR IN PART, IS STRICTLY FORBIDDEN.

PROTOTYPE: P-116 (12/12/23)
DIVISION: 83
VERSION: 001
DESIGNED BY: EB
DRAWN BY: EB
REVIEWED BY: TIF

[illegible]

ORIGINAL ISSUE DATE: 01/05/2024

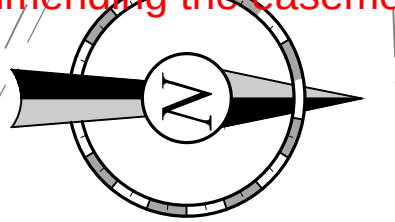
EET TITLE:

QUALITY PLAN

ET NUMBER:

0150

Secondary water line for fire protection and fire hydrant. Inside of the red cloud you can see the water line and leads to the fire hydrant, which is the area staff is recommending the easement.



QUIKTRIP	
UTILITY PLAN	
NAME OF APPLICATION:	QUIKTRIP 4279
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
FILING NUMBER:	TBD
PHASE NUMBER:	N/A
SHEET TITLE:	UTILITY PLAN
PREPARATION DATE:	JANUARY 9, 2024
REVISION DATE:	AUGUST 28, 2024
SHEET 15 OF 39	

SHEET 15 OF 39

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.g

Consent Agenda

Meeting Date: October 23, 2024

Initiated By: Miriam Luna Gonzalez

Department: Town Clerk

AGENDA ITEM

Resolution 24-102: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO SUPPORTING THE SAINT VRAIN VALLEY SCHOOL DISTRICT RE-IJ, PROPOSED BOND MEASURE

RECOMMENDATION

Staff recommends approval of resolution 24-102 to support the St. Vrain Valley School District RE-1J, proposed bonded measure

SUMMARY

The proposed resolution states the Board's support of the Saint Vrain Valley School District RE-IJ \$739.8 million bond measure on the November 5, 2024, election ballot.

To maintain its high-quality education, the Saint Vrain Valley Board of Education has placed a \$739.8 million bond measure on the ballot for the November 5, 2024 election. It will provide funds to build five new schools, establish a career and technical education facility for skilled trades, and fields such as cybersecurity and health care, improve safety and security in school buildings, perform critical maintenance and replace outdated electrical, plumbing, roofing and HVAC systems, re-purpose and refresh educational spaces and classrooms and construct learning centers that will enable high school students to enroll in course offerings at any high school in the District.

FINANCIAL CONSIDERATIONS

N/A

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

N/A

ATTACHMENTS

1. Resolution to Support SVVSD Bond

RESOLUTION NO. 24-102

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO
SUPPORTING THE SAINT VRAIN VALLEY SCHOOL DISTRICT RE-IJ, PROPOSED BOND
MEASURE**

WHEREAS high quality public education is critical to fostering a vibrant community, social and economic prosperity, preparing youth for the workforce, developing future leaders and furthering the public's health, safety and welfare; and

WHEREAS, Saint Vrain Valley School District RE-1J provides public education to approximately 33,000 students including many of the school age residents of the Town of Firestone; and

WHEREAS adequate funding for facilities and their associated services is essential for Saint Vrain Valley School District RE-IJ to maintain its high quality education as demonstrated by its Denver Metro Area highest graduation rate of 93.3% and lowest drop out rate of 0.6% ; and

WHEREAS to reach such goals without increasing taxes, the Saint Vrain Valley Board of Education has placed a \$739.8 million bond measure on the ballot for the November 5, 2024 election that will provide funds to build five new schools, establish a career and technical education facility for skilled trades, and fields such as cyber security and health care, improve safety and security in school buildings, perform critical maintenance and replace outdated electrical, plumbing, roofing and HVAC systems, repurpose and refresh educational spaces and classrooms and construct learning centers that will enable high school students to enroll in course offerings at any high school in the District; and

WHEREAS, as waiting for another five years to address these high priority issues would increase the cost by an additional \$200 million dollars the Board of Trustees finds that approval of the bond measure is necessary for the Saint Vrain Valley School District RE-1J to continue the excellent educational opportunities it provides to all within the District; and

WHEREAS, the Town of Firestone's Board of Trustees therefore finds that approval of the bond measure is, in the best interests of the Town and its residents and should be supported.

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

The Board of Trustee strongly supports and encourages Firestone voters to vote "YES" for the Saint Vrain Valley School District RE-IJ' \$739.8 million bond measure on the November 5, 2024 election ballot.

INTRODUCED, READ, AND ADOPTED this 23rd day of October 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

APPROVED AS TO FORM:

Missy Carranco, Deputy Town Clerk

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.a

Presentation

Meeting Date: October 23, 2024

Initiated By: Jan Sloat

Department: Human Resources

AGENDA ITEM

STAR Award Presentation

RECOMMENDATION

Town staff recommends Board approval for these STAR award recipients - Sergeants Curt Bringle and Mike Cionek; Police Officers Mike Ream, Mike Gunter, and Branden Minter

SUMMARY

The STAR (Special Thanks and Recognition) Award is an employee recognition program to reward employees for demonstrating exceptional service and exceeding expectations in their work performance.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

In May 2019, the Board approved an employee recognition program to reward Town Staff for demonstrating exceptional service and exceeding expectations in their work performance. Since the program's implementation and with today's recognition, we will have awarded twenty-nine (29) recipients with the STAR Award.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Special Thanks And Recognition Program



Special Thanks And Recognition - STAR Award

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

- **Customer Service:** Exceeds customer service standards when serving the residents of the Town of Firestone.
- **Safety:** Recognizes employees for providing exceptional care and service while administering first aid and/or support until professional services arrive.
- **Creativity:** One-time innovation or creation that results in time/dollar savings, revenue enhancement, and productivity improvement; and/or ongoing innovative activities that will benefit the Town of Firestone.
- **Teamwork:** Acting as an exceptionally effective and cooperative team member or team leader for a group that has significantly exceeded the goals and objectives of the department or unit.
- **Outstanding Achievement:** Awarded to the team member(s) for exceeding expectations and serving the Town in an exemplary manner.

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

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

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

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.b

Presentation

Meeting Date: October 23, 2024

Initiated By:

Department: Town Clerk

AGENDA ITEM

2024 Shine Prom Presentation

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

None

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.a

Land Development

Meeting Date: October 23, 2024

Initiated By: Todd Bjerkaas

Department: Planning & Development

AGENDA ITEM

Resolution 24-98: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND DAVIS PARTNERSHIP ARCHITECTS FOR ARCHITECTURAL AND LANDSCAPE DESIGN SERVICES PERTAINING TO DEVELOPMENT OF A GENERAL PUD DISTRICT PLAN FOR CENTRAL PARK

RECOMMENDATION

Staff recommends the Board of Trustees approve Resolution 24-98, approving an agreement with Davis Partnership Architects.

SUMMARY

This resolution is a professional service agreement with Davis Partnership Architects (DPA) for architectural and landscape design services to develop a General Planned Unit Development (PUD) District Plan for Central Park for the Board of Trustees' consideration.

In conjunction with the development of the Central Park master plan and feasibility study, rezoning of the Central Park property is necessary to provide for the orderly development and entitlement of land uses, projects, and development plans consistent with the master plan. The Town not only finds that Davis Partnership Architects has the expertise, qualifications, and experience to perform the work and duties required in developing a general Planned Unit Development district plan but also finds that DPA is uniquely qualified because of its familiarity and expertise of the Central Park site and master plan working with P3 and the Town in the public engagement and development of the Central Park master plan.

FINANCIAL CONSIDERATIONS

The agreement includes an amount not to exceed \$45,000.

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Design and Promote Livable Neighborhoods & Homes

ATTACHMENTS

1. Resolution 24-98 Central Park PUD Plan
2. Central Park PUD - Davis Partnership Professional Services Contract

RESOLUTION NO. 24-98

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND DAVIS PARTNERSHIP ARCHITECTS FOR ARCHITECTURAL AND LANDSCAPE DESIGN SERVICES PERTAINING TO DEVELOPMENT OF A GENERAL PUD DISTRICT PLAN FOR CENTAL PARK

WHEREAS, the Town of Firestone (“Town”) is in need of professional architectural and landscape design services to assist the Town in developing a General PUD District Plan for the Central Park Project (“Project”); and

WHEREAS, Staff recommends that Davis Partnership Architects (“DPA”) be selected to provide the Project services, as a sole source provider because as they are currently working with the Town’s Consultant P3 regarding the Central Park Master Plan they already have the expertise, qualifications and knowledge of the matter required to perform the services and it is therefore in the Town’s best interest to have DPA perform the Project’s services.

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

The Professional Services Agreement for Architectural and Landscape Design Services between the Town of Firestone and Davis Partnership Architects pertaining to the development of a General PUD District Plan for the Central Park Project is approved in substantially the same form as the copy attached hereto and made a part of this Resolution. The Mayor is authorized to execute the Agreement on behalf of the Town.

PASSED AND ADOPTED this 23rd 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 **DAVIS PARTNERSHIPS ARCHITECTS**, an independent Contractor with a principal place of business at 2901 Blake Street, Suite 100, Denver Colorado 80205-2849 ("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: **Development of Firestone Central Park Initial PUD (A2024-9920)**
- B. A change in the Scope of Services shall not be effective unless authorized as a modification to this Agreement. If the Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

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

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor based upon services rendered and billed in accordance with the rate schedule

attached here to as Exhibit A, but in no event shall the total compensation exceed **\$45,000.00**. 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-Contractor s to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

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

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

VIII. INDEMNIFICATION

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

-
- representative, or agent of Contractor , or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any Sub-Contractor of Contractor . Contractor 's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any Sub-Contractor of Contractor , or any officer, employee, representative, or agent of Contractor or of any Sub-Contractor of Contractor .
- B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor 's obligation to indemnify and hold harmless the Town may be determined only after Contractor 's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual Agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. CHANGE ORDERS

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

X. MISCELLANEOUS

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

-
- I. Governmental Immunity. The Town and its officers, and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.
 - J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.
 - K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.
 - L. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

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

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr. Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

DAVIS PARTNERSHIPS ARCHITECTS

By: _____

**EXHIBIT A
SCOPE OF SERVICES**

Contractor's Duties and Deliverables:

Per the Firestone Central Park – Initial PUD Architectural and Landscape Scope & Fee Proposal Dated October 18, 2024. The contractor will develop a General PUD District Plan in accordance with the Firestone Development Code

:



DAVIS
PARTNERSHIP
ARCHITECTS

October 18, 2024

Mr. AJ Krieger
Firestone Town Manager

Re: **Firestone Central Park – Initial PUD**
Architectural and Landscape Scope & Fee Proposal

The following outlines the scope and fee for landscape and architectural services to develop a General PUD District Plan in accordance with the Firestone Development Code (FDC). DPA Landscape Architecture will:

- Coordinate with the Town of Firestone and develop a draft General PUD District Plan (“two-page PUD”) for review and comment. Meet with Town to review plan together.
- General PUD District Plan to define the following:
 - Land Use category for each development block
 - Major roadway Right of ways
 - General streetscape standards for each Right of Way
 - Permitted uses within each land use category
 - Open space and parking requirements for each use in each development block
 - Setback requirements for each development block
 - Max building Height and Building coverage for each development block.
 - General Landscape requirements within each development block
 - Establishment of any desired view corridors
 - Establishment of Development major entry and exit points
 - General description of exterior lighting requirements.
 - General PUD District Plan will be based upon general direction established by master planning efforts to date. See attached.
 - Identify protected well head areas and allowed treatment of those areas within each development block.
 - Provide Master Plan Graphics as requested by Town.
- Current town zoning classifications will be applied as appropriate to each individual development block.
- Refine General PUD District Plan for Town meeting comments.
- Prepare and submit a General PUD District Plan in accordance with Town of Firestone Land Development Code section *16.7.5 Rezoning – Planned Unit Development (PUD) District*.

DENVER OFFICE

2901 Blake Street, Suite 100
Denver, CO 80205
303.861.8555

www.davispartnership.com

- Revise General PUD District Plan per Town comments, if needed. Prepare and resubmit PUD package, along with written responses to Town comments and narrative of revisions.
- Attend Board of Trustees or other Town staff meeting, if needed, to provide clarifications. Assume (2) occurrences.

Hourly not to Exceed:	Total	\$ 45,000
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Assumptions/Exclusions:

- We understand that the Development Director may waive submittal information as outlined in FDC, at their discretion. The following PUD District Plan requirements outlined in FDC section 16.7.5(B)(2)(C)(1)(b) are excluded from this proposal and scope of work in anticipation of such requirements being waived:
 - *Utility plan.*
 - *Grading and drainage plan.*
 - *Natural and scenic resource protection plan.*
 - *Building floor plans and elevations.*
 - *Detailed Parking, loading, and vehicular and pedestrian circulation layouts within each development block*
 - *Signage.*
 - *Photometric Plan.*
- All plans will be prepared using Town-provided land survey dated Feb 26, 2021 prepared by Civil Arts.
- It is assumed that the Town will provide comments on the initial PUD submission and the scope includes (1) round of revisions and resubmission.
- Requests for significant changes in scope, design framework, or land use designation after initial PUD District Plan preparation may be accommodated for additional fee, as agreed upon in writing.

Sincerely,

Davis Partnership Architects



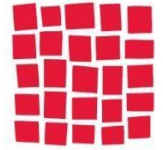
Joseph Lear -AIA, LEED
Principal

Attachments:

- Conceptual Master Plan
- Davis Partnership 2024 Billable Rates

Accepted by: _____
Printed Name: _____

Date: _____



DAVIS
PARTNERSHIP
ARCHITECTS

2024 Billing Rates
Davis Partnership, P.C.
Standard Hourly Billing Rates

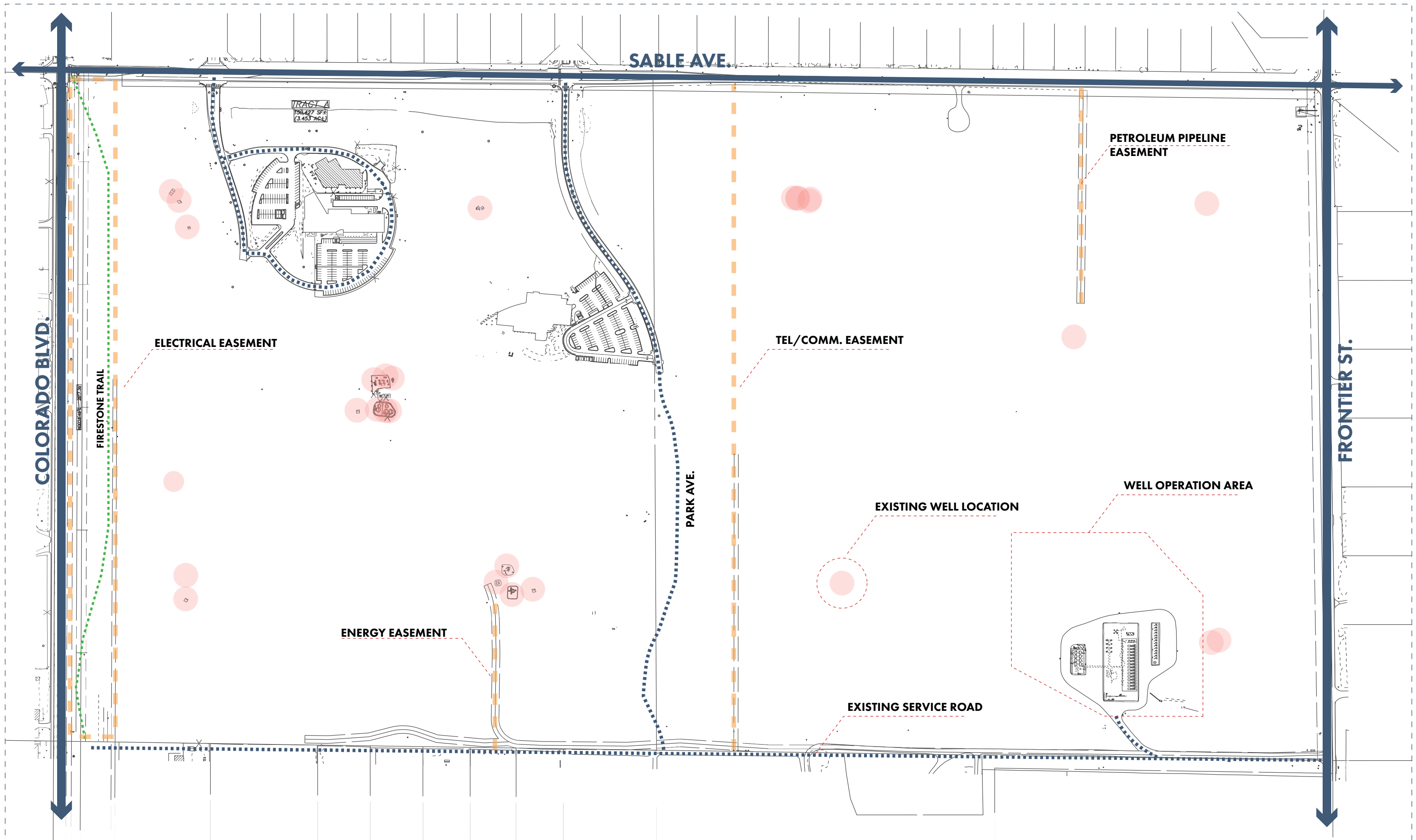
Staff Type	Category	Billing Rate
50	Principal	\$235 - \$275
51	Associate Principal	\$225 - \$250
52	Senior Associate	\$210 - \$220
53	Associate	\$195 - \$210
55	Senior Architect	\$165 - \$210
56	Architect	\$125 - \$170
69	Senior Architectural Intern	\$150 - \$210
57	Architectural Intern	\$ 85 - \$140
61	Senior Landscape Architect	\$160 - \$190
62	Landscape Architect	\$105 - \$160
63	Landscape Architectural Intern	\$ 85 - \$130
65	Senior Interior Designer	\$160 - \$190
66	Interior Designer	\$125 - \$160
67	Interior Design Intern	\$ 90 - \$135
	Furniture Specialist	\$150 - \$185
	BIM / Revit / FM	\$130 - \$205
	Senior Lighting Designer	\$160 - \$175
83	Lighting Designer	\$110 - \$150
85	Environmental & Signage Designer	\$140 - \$205
75	Administrative Staff	\$ 60 - \$ 90

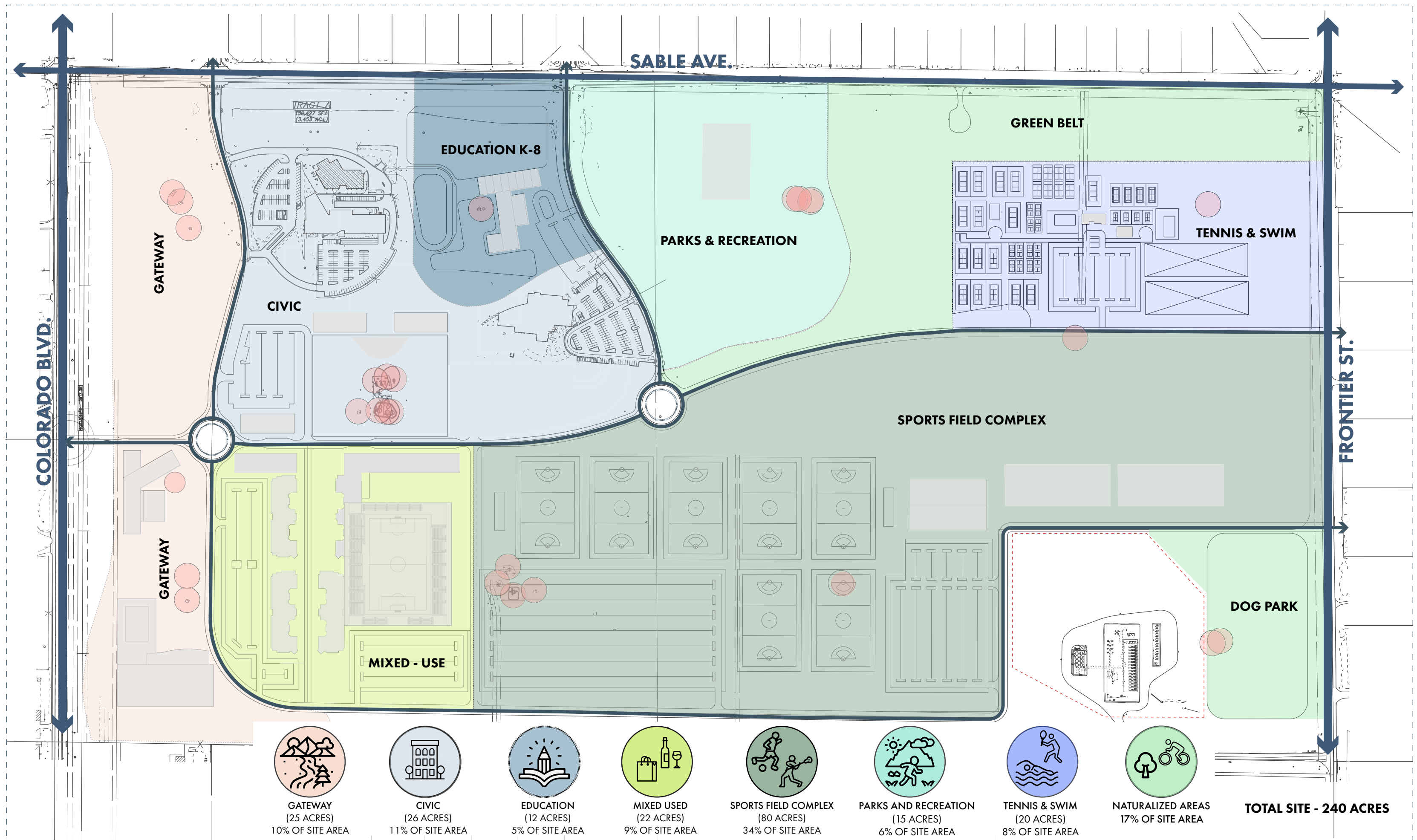
DENVER OFFICE

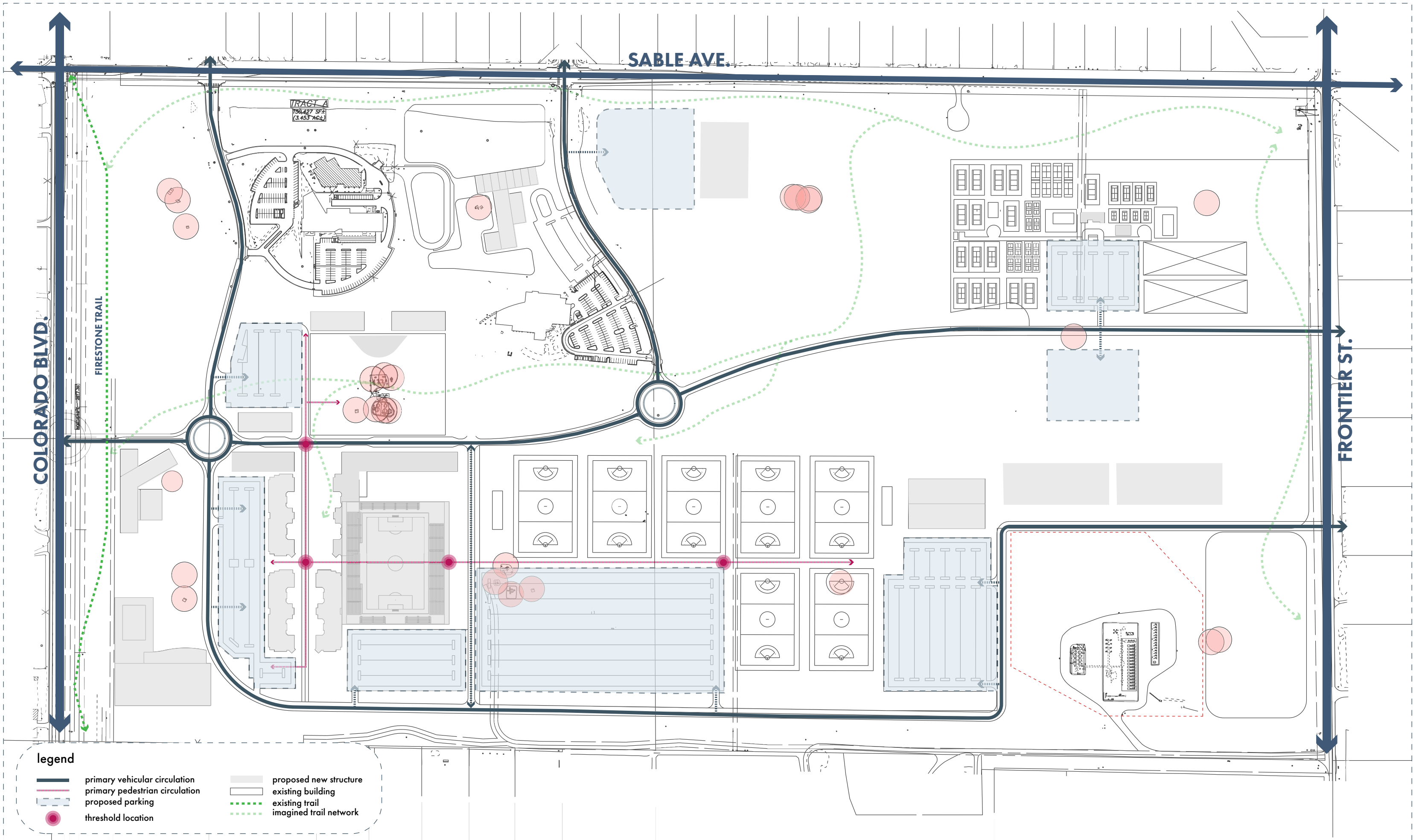
2901 Blake Street, Suite 100
Denver, CO 80205-2303
T 303.861.8555
F 303.861.3027

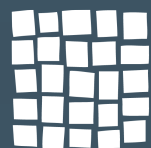
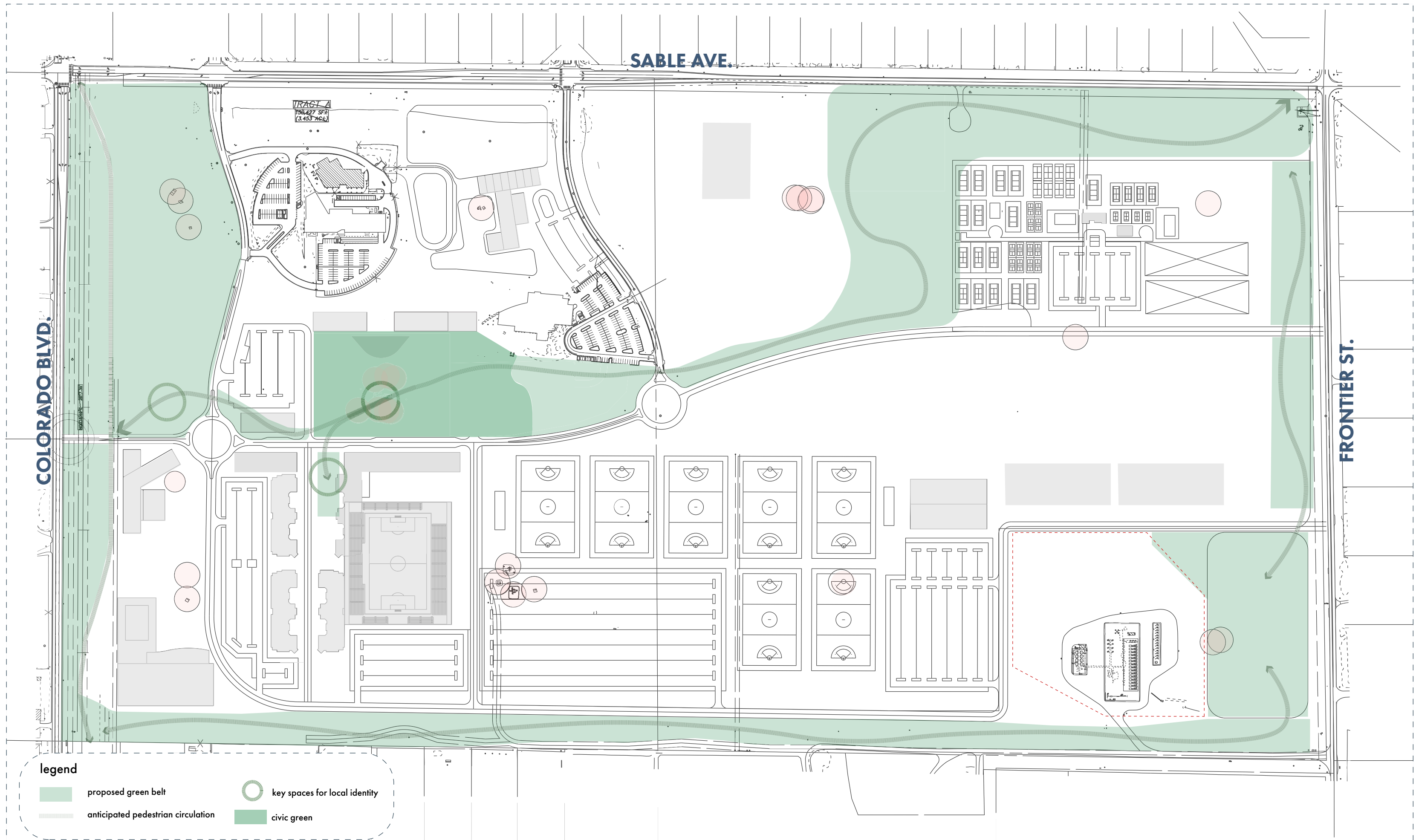
www.davispartnership.com

The rates are subject to change and shall be adjusted in accordance with the Architect's and Architect's consultants normal review practices.









DAVIS
PARTNERSHIP
ARCHITECTS

Firestone, Colorado
CENTRAL PARK
CONCEPTUAL LAYOUT PLAN

GREEN BELT



AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.b

Land Development

Meeting Date: October 23, 2024

Initiated By: Todd Bjerkaas

Department: Planning & Development

AGENDA ITEM

Resolution 24-99: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AND RESTATED AGREEMENT FOR SERVICES WITH CHECK-IT CODE CONSULTING, LLC

RECOMMENDATION

Staff recommends the Board of Trustees approve Resolution 24-99, approving an agreement with Check-it Code Consulting LLC.

SUMMARY

For the Board of Trustees' consideration, this amended and restated contract with Check-it Code Consulting continues to provide the Town with professional plan review services, including structural plan review, on an as-needed basis. This contract also provides for the additional scope of as-needed, on-call inspection services. The amended agreement includes the following updates:

1. increase to the Other Services Cap;
2. establishes a term that better aligns with the Town's fiscal year;
3. requires that any subcontractors engaged by Check-It to perform structural engineering review or inspection services indemnify the Town; and
4. requires Check-It to include indemnification clauses in all of its agreements with any subcontractors

The Town finds that Check-It Code Consulting LLC has the expertise, qualifications, and experience to perform the work and duties required for the needs of the Planning and Development Department, Building Division. As part of the Town's long-term goals of providing building services within the Building Division, this contract fills a need for quality plan review services and supplemental inspection services that are closely aligned with our customer service expectations.

FINANCIAL CONSIDERATIONS

The agreement includes an amount not to exceed \$80,000. The 2024 Budget includes \$210,000 for consultant building review and inspection services.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustess approved the initial contract with Check-It Code Consulting in May of 2022.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Resolution 24-99 Check It Code Consulting Amended and Restated PSA
2. Check-IT Code Consulting Amended and Restated Agreement for Services

RESOLUTION NO. 24-99

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AMENDED AND RESTATED
AGREEMENT FOR SERVICES WITH CHECK-IT CODE CONSULTING,
LLC**

WHEREAS, the Town of Firestone (“Town”) and Check-It Code Consulting, LLC (“Check-It”) entered into an agreement for services on May 12, 2022 (“Original Agreement”) for professional plan review services on an as-needed basis (“Project”); and

WHEREAS, the Town and Check-It entered into the First Amendment to the Original Agreement to provide for (a) an expanded scope of services, including training; and (b) a monetary threshold for the additional services in the form of a not-to-exceed amount (“Other Services Cap”); and

WHEREAS, the Parties desire to further amend, the Original Agreement to provide for: (a) an increase to the Other Services Cap; (b) a term that better aligns with the Town’s fiscal year; (c) a requirement that any subcontractors engaged by Check-It to perform structural engineering review or inspection services indemnify the Town; and (d) requiring Check-It to include indemnification clauses in all of its agreements with any subcontractors; and

WHEREAS, Staff recommends that the Board of Trustees execute the parties “Amended and Restated Agreement for Services” which incorporates the above amendments.

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

The Amended and Restated Agreement for Services with Check-It Code Consulting, LLC for plan review and inspection services is approved in substantially the same form as the copy attached and made a part of this resolution. The Mayor is authorized to execute the Amended and Restated Agreement on behalf of the Town.

PASSED AND ADOPTED this 23rd day of October, 2024.

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AMENDED AND RESTATED AGREEMENT FOR SERVICES

THIS AMENDED AND RESTATED AGREEMENT FOR SERVICES (the "Agreement") is made and entered into by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Ave, Firestone, Colorado 80504 (the "Town"), and **CHECK-IT CODE CONSULTING, LLC** an independent contractor with a principal place of business at **8724 W 17TH STREET RD, GREELEY, CO 80634** ("Contractor") and provides services as follows:

I. SCOPE OF SERVICES

A. The Services. If requested, Contractor shall provide to the Town on an as-needed basis the services ("Professional Services") and provide the Deliverables within the designated timelines ("Deliverable Timeline"), all as more particularly described in the Scope of Services set forth in Exhibit A, attached hereto and incorporated herein by this reference. Furthermore, Contractor shall furnish all labor, equipment, supplies and materials required for the complete and prompt execution and performance of the Professional Services and Deliverables.

1.1. Project Change Control Process: Additional Professional Services or Deliverables beyond those set out in Exhibit A, or changes to the Deliverables Timeline different than those set out in Exhibit A, may be accomplished after execution of this Agreement, and without invalidating the Agreement, by a written Project Change Request ("PCR"). A PCR shall be based upon agreement among Town and Contractor. A PCR shall be a written instrument prepared by one or both Parties and signed by both Parties, stating their agreement upon all of the following: (a) the impact of the PCR on the scope and timing of Professional Services and Deliverables to be provided under this Agreement, on the Deliverables Timeline, or on the Other Services Compensation Limit; (b) any additional Services and Deliverables to be provided, any change to the Deliverables Timeline, or any change to the Other Services Compensation Limit; (c) the amount of adjustment, if any, to the Fee Schedule or the Other Services Compensation Limit; and (d) the extent of adjustment, if any, in the Deliverable Timelines. A PCR shall not be effective unless authorized as an amendment to this Agreement and executed by both Parties. If Contractor proceeds without such 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.

1.2. Deliverables Timeline. Contractor shall complete the Professional Services and furnish to Firestone the Deliverables no later than the turnaround times established in Exhibit A ("Deliverables Timeline"), unless the Deliverables Timeline has been adjusted as permitted by this Agreement. All turnaround times stated in Exhibit A are of the essence; provided, however, that the Deliverables Timeline may be changed or adjusted by a PCR as allowed or permitted under this Agreement. All changes to the Deliverables Timeline shall be effective upon mutual execution of a PCR. If Contractor is prevented or delayed at any time in the commencement or from completing any part of the Professional Services or Deliverables within the Deliverables Timeline due to delay beyond the control of Contractor, the Deliverables Timeline will be adjusted and extended in an amount equal to the time lost due to such delay if a claim is made therefor in accordance with Subsection A.1.1.

B. Town Responsibilities. The Town will (i) be responsible for in-taking permits, plans and related documents and delivering such documentation to Contractor in-person or through electronic means; and (ii) be responsible for providing zoning administration.

1.1 All fees will be assessed and collected by Municipality

1.2 Municipality will intake permits, plans and related documents for pick up by Consultant and/or submit to

Consultant electronically

- 1.3 Municipality will provide zoning administration for projects assigned to Consultant and provide a copy of approval or denial document to Consultant

II. **TERM AND TERMINATION**

A. The initial term of this Agreement will begin on the Effective Date and end at midnight on December 31, 2022, unless terminated as provided herein. This Agreement will automatically renew for consecutive one (1) year terms ("**Renewal Term**") upon expiration of the Initial Term unless earlier terminated pursuant to this Section or either party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term. The Initial Term and any Renewal Term shall be referred to individually and collectively herein as the "**Term**."

B. Either Party may terminate this Agreement upon 30 days' advance written notice.

C. If this Agreement expires or is terminated by either Party, Contractor shall immediately discontinue performance, and deliver to the Town all Deliverables in their then-existing state. In addition, Contractor shall remove or overwrite all applicable Town data from Contractor's systems following the effective date of termination or cancellation. Promptly after erasure of Town data or any copy thereof, Contractor shall certify such erasure to the Town in writing. In purging or erasing Town data as required by this Agreement, Contractor shall leave no data recoverable on its computers or other media, to the maximum extent commercially feasible. Prior to any such deletion or destruction, however, Contractor shall either: (i) grant the Town reasonable access for the sole purpose of retrieving Town data or (ii) transfer all Town data to a Microsoft SQL backup copy for delivery to the Town. At the Town's option and upon its written request, Contractor will continue to retain the Town Data for a period of no more than sixty (60) days after the effective date of expiration or termination, as applicable. Upon such termination, the Town shall pay Contractor the pro rata amount based on the completed portion of any Professional Services or any Deliverables stated in as of the effective date of such expiration or termination. If payment is otherwise due in a fixed sum, the Town will pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. **FEES; PAYMENT TERMS**

A. Fees. In consideration for the completion of Professional Services and furnishing of Deliverables in connection with such services, the Town shall pay Contractor the fixed amounts or based upon services rendered and billed in accordance with rates ("Contractor Fees") set forth in Exhibit B ("Fee Schedule"); provided, however, that the maximum, aggregate amount of compensation for training, formal consulting, or structural engineer review services (collectively, "Other Services") that may accrue to CONTRACTOR in the Initial Term or in any given Renewal Term of this Agreement shall not exceed \$80,000.00 ("Other Services Compensation Limit"). The Town shall not pay Contractor any amount under this Agreement that exceeds the Other Services Compensation Limit in any given Term while this Agreement is effective, unless the Other Services Compensation Limit has been amended by a PCR in accordance with this Agreement. No change to the Other Services Compensation Limit, including any additional compensation, shall be effective or paid unless amended by a PCR in accordance with this Agreement.

B. Payment. The Town shall pay Contractor the Contractor Fees set forth in Exhibit B in accordance with this Subsection II.B.

1.1 Contractor shall submit monthly invoices to the Town which shall be due and payable thirty (30) days after receipt.

1.2 For Professional Services performed and billed on a time basis, the Town shall not be charged overtime or additional amounts above the fixed hourly billing rate set forth in the Fee Schedule.

1.3 All Professional Services billed on an hourly basis shall be rounded to the nearest quarter of an hour increment.

1.4 No travel, material, expenses or other costs incurred by Contractor will be charged to the Town.

1.5 Contents of Invoices. Invoices shall include the basis upon which payment is requested, such as actual time, number of hours worked, along with a general description of the actual Professional Services performed, the start and completion dates of any such services performed, and who performed such services. Contractor shall provide appropriate supporting documentation with each invoice.

C. Set-Off: In addition to any other rights the Town has under this Agreement to indemnification or recoupment, Contractor agrees that the Town is entitled to set off any amounts it may owe Contractor under this Agreement against such claims for indemnity or recoupment.

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.

B. Customer Data Management. Unless it receives the Town's prior written consent, Contractor: (i) shall not access, process, or otherwise use Town data other than as necessary to facilitate the Professional Services or to allow Contractor to provide the Deliverables; (ii) shall not give any of its employees access to Town Data except to the extent such individual needs access to facilitate performance under this Agreement; (iii) shall not give any third party access to Town data, including without limitation Contractor's other customers. Contractor shall not permit any subcontractor to access Town data unless such subcontractor is subject to a written contract with Contractor protecting the data. Contractor shall exercise commercially reasonable efforts to ensure that each subcontractor complies with all of the terms of this Agreement related to Town data.

C. 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.

D. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work except as expressly set forth in Exhibit A, or unless expressly agreed to by the Town.

E. Required Clauses with Subcontractors. Contractor shall include the following clauses in each and every third-party subcontractor ("Contracting Party") contract or agreement that Contractor enters into in connection with this Agreement:

1.1 Indemnification. A clause providing that the Contracting Party shall, indemnify, defend 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 result from, arise out of or are in any manner connected with the Contracting Party's obligations to Contractor under the contract or agreement with Contractor or the provision of goods or services to Contractor pursuant to such contract or agreement.

1.2 Exculpation. A clause providing that the Contracting Party shall look solely to the assets of Contractor for any recourse and shall fully release the Town from any damages, loss or liability.

Contractor shall provide to the Town a copy of an executed contract or agreement with the Contracting Party as evidence that the required clauses are in full force and effect. The contract or agreement with the Contracting Party shall identify this Agreement.

V. CONFIDENTIALITY; OWNERSHIP

A. Each party hereby agrees to maintain the confidentiality of the other party's proprietary materials and information, including but not limited to, all information, knowledge or data not generally available to the public which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Contractor further acknowledges that the Services may require Contractor to review documentation containing valuable trade secrets or other financial information of an applicant or Town customer, which are the sole property of the applicant or Town customer, and Contractor agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Services. Contractor will use reasonable efforts to ensure that Contractor and any subcontractors maintain the confidentiality of proprietary materials and information.

B. As between the Town and Contractor, the Town reserves all its rights, title and interest in and to Town data, including all intellectual property rights relating thereto, subject to the rights and permissions granted herein. Customer grants to Contractor the non-exclusive, non-transferable right to copy, store, record, transmit, display, view, print or otherwise use (i) Town data solely to the extent necessary to perform the Services under this Agreement; or (ii) to enforce this Agreement and exercise Contractor's rights hereunder, if Contractor has a reasonable belief of the Town's non-compliance. Nothing in this Agreement shall be construed to confer any right or permission to any third-party vendors or providers with whom Contractor has contracted for the provision of any third-party products. For purposes of this Agreement, "Town data" means any and all plans, documentation, content, eDocuments, materials, data and information that the Town receives from an applicant as part of their application submittal and then delivers to Contractor for performance under this Agreement, including but not limited to, an applicant's personal information, information used to identify internal Town account names or project numbers, internal Town routing information, or any other confidential information contained in documentation supplied by the Town to Contractor as part of the Professional Services. Town data does not include any component of the Deliverables or materials provided by or on behalf of Contractor to the Town in the course of performing the Professional Services or furnishing of Deliverables.

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. Contractor understands that Contractor is not entitled to unemployment insurance benefits from the Town. Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor's activities under this Agreement, including, by way of illustration but not limitation, federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required.

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

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence

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

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

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

VIII. INDEMNIFICATION

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

IX. MISCELLANEOUS

A. Effective Date. The effective date of this Agreement shall be this 12th day of May, 2022 (the "Effective Date").

B. Amendment and Restatement. It is the Parties' intent that this Agreement, as an amendment and restatement of the Original Agreement, dated May 12, 2022, as amended by that certain First Amendment shall supersede or replace in its entirety the terms and provisions of the Original Agreement and the First Amendment, effective as of the Effective Date. It is the Parties' further intent that in the event any provision of this Agreement conflicts with any provision of the Original Agreement or First Amendment, the provisions of this Agreement shall govern and control such conflicting provisions.

C. 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.

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

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

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

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

H. 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.

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

J. 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.

K. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the Town and its officers, attorneys or employees.

L. 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.

M. 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.

N. Force Majeure. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

O. 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.

*REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS*

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

TOWN OF FIRESTONE

CHECK-IT CODE CONSULTING, LLC

By: _____
Don Conyac, Jr
Mayor

By: _____
Brendan Pendley
Owner

ATTEST:

Miriam Luna Gonzales, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

STATE OF COLORADO)
)
COUNTY OF WELD) ss.

Subscribed, sworn to, and acknowledged before me this _____ day of _____, 2024 by Brendan Pendley as Owner of Check-It Code Consulting, LLC.

Notary Public
My commission expires: _____

ATTACHMENTS:

EXHIBIT A	Scope of Services
EXHIBIT B	Fee Schedule
EXHIBIT C	Insurance Verification

**EXHIBIT A
SCOPE OF SERVICES**

I. LIST OF SERVICES

As-Requested Plan Review Services

- Provide plan review services electronically or in paper format
- Review all plans, ensuring they meet adopted building codes and local amendments and/or ordinances
- Perform reviews using certified plans examiners
- Coordinate plan review tracking, reporting, and interaction with applicable departments
- Return a set of finalized plans and all supporting documentation
- Provide review of plan revisions and remain available to applicant after the review is complete

As-Requested Inspection Services

- Perform building inspections using certified inspectors on an as-needed basis.
- Licensed inspectors are required to perform inspections for trades requiring a license (i.e. electrical, etc.).
- Inspections will be performed using vehicles and equipment furnished by the Inspector and/or Consultant.
- Coordinate inspection tracking and reporting with applicable departments.

TIME OF PERFORMANCE

- Services will be rendered in accordance with the Deliverables table below.
- Consultant's representative(s) will be available by phone and email.

DELIVERABLES			
PLAN REVIEW TURNAROUND TIMES			
	<u>Project Types:</u> Single-family Multi-family Small commercial (under \$2M in valuation) Large commercial		
	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	Single-family	10 business days	7 business days or less
	Multi-family and Small commercial	15 business days	10 business days or less
	Large commercial (Additional time may be required dependent upon the size and/or complexity of the project.)	20 business days	10 business days or less

EXHIBIT B

FEE SCHEDULE

FEE SCHEDULE

- Municipality will promptly notify Consultant of any revisions or amendments to Municipal Fee Schedule
- Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Plan Review Services (All plans examiners are ICC certified)	Residential - 55% of Municipal Plan Review Fee Commercial - 55% of Municipal Plan Review Fee Residential - \$100/hr. additional fee after 3 rd review Commercial - \$100/hr. additional fee after 4 th review Residential (IRC) Same-As reviews - \$75.00 Commercial (IBC) Same-As reviews - \$200.00 \$100/hr. for revisions/supplements to already approved plans. One hour minimum. \$225/hr. for structural engineer review when requested by the Building Official (dependent upon availability of engineer)
Plan review fees will be charged after the 1st review has been completed (plans approved or 1st comments sent).	
On-Call Inspection Services (All inspectors are ICC certified and, when necessary, licensed)	Residential Inspector – \$75/hr. W/ electrical – \$95/hr. Commercial Inspector – \$100/hr. W/ electrical – \$125/hr. Electrical <u>only</u> RW – \$75/hr. JW – \$90/hr. ME – \$105/hr. Fully burdened including mileage, NTE 75 miles/day. Additional mileage to be assessed at \$0.67/mile or the current Federal mileage rate.
Other Services	\$100/hr. for training, consulting, site visits, and other services not otherwise listed, as requested by the Building Official.

Long-term inspection services
(under future, separate requests (purchase orders))).

All inspectors are ICC certified and, when necessary, licensed.

4 month term @ 30 hrs./wk.

- Residential Inspector – \$9,750/mo.
(\$39,000/term)
 - W/ electrical – \$12,350/mo.
(\$49,400/term)
- Commercial Inspector – \$13,000/mo.
(\$52,000/term)
 - W/ electrical – \$16,250/mo.
(\$65,000/term)
- Electrical only
 - RW – \$9,750/mo. (\$39,000/term)
 - JW – \$11,700/mo. (\$46,800/ term)
 - ME – \$13,650/mo. (\$54,600/term)

4 month term @ 40 hrs./wk.

- Residential Inspector – \$13,000/mo.
(\$52,000/term)
 - W/ electrical – \$16,450/mo.
(\$65,800/term)
- Commercial Inspector – \$17,325/mo.
(\$69,300/term)
 - W/ electrical – \$21,625/mo.
(\$86,500/term)
- Electrical only
 - RW – \$13,000/mo. (\$52,000/term)
 - JW – \$15,600/mo. (\$62,400/term)
 - ME – \$18,200/mo. (\$72,800/term)

6 month term @ 30 hrs./wk.

- Residential Inspector – \$9,750/mo.
(\$58,500/term)
 - W/ electrical – \$12,350/mo.
(\$74,100/term)
- Commercial Inspector – \$13,000/mo.
(\$78,000/term)
 - W/ electrical – \$16,250/mo.
(\$97,500/term)
- Electrical only
 - RW – \$9,750/mo. (\$58,500/term)
 - JW – \$11,700/mo. (\$70,200/term)
 - ME – \$13,650/mo. (\$81,900/term)

6 month term @ 40 hrs./wk.

- Residential Inspector – \$13,000/mo.
(\$78,000/term)
 - W/ electrical – \$16,450/mo.
(\$98,700/term)
- Commercial Inspector – \$17,325/mo.
(\$103,950/term)

	○ W/ electrical – \$21,625/mo. (\$129,750/term) • Electrical <u>only</u> ○ RW – \$13,000/mo. (\$78,000/term) ○ JW – \$15,600/mo. (\$93,600/term) ○ ME – \$18,200/mo. (\$109,200/term)
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**EXHIBIT C Insurance
Verification
See Attached Form
Dated 4/19/2022**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Trailstone Insurance Group 8361 N Rampart Range Rd. B210 Littleton CO 80125	NAME: Ben Trygstad PHONE 303-792-2355 (A/C, No, Ext): FAX 303-999-3970 (A/C, No): ADDRESS: Ben@trailstoneinsurance.com INSURER(S) AFFORDING COVERAGE INSURER A: HARTFORD UNDERWRITERS INS CO INSURER B: CFC Underwriting Limited INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Check-It Code Consulting, LLC 8724 W 17th Street Rd Greeley CO 80634-3029	NAIC # 30104

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ JECT ☐ LOC OTHER:			34SBAAL7FH3	5/25/2021	5/25/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Dishonesty Cover \$ 50,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS SCHEDULED AUTOS ☒ NON-OWNED AUTOS			34SBAAL7FH3	5/25/2021	5/25/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A						PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			PSJ0031698320	5/25/2021	5/25/2022	1,000,000
A	Data Breach - Defense & Liab Covg			34 SBA AL7FH3	5/25/2021	5/25/2022	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is included as an additional insured if required by an executed written contract or Agreement.

CERTIFICATE HOLDER**CANCELLATION**

Town of Firestone 9950 Park Ave Firestone CO 80504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Ben Trygstad</i>
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**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.a

Discussion/Action

Meeting Date: October 23, 2024

Initiated By: Julie Pasillas

Department: Water & Community Resources

AGENDA ITEM

Resolution 24-95: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING THE COLLECTIVE LAND HOLDING PARTNERSHIP LLC NATIVE WATER CREDIT PURCHASE AGREEMENT

RECOMMENDATION

Staff recommends approval of Resolution 24-95, a resolution approving the Native Water Credit Purchase Agreement between the Town of Firestone and Collective Land Holding Partnership, LLC.

SUMMARY

The proposed agreement allows Collective Land Holding Partnership, LLC to purchase up to 1 Native Water Credit from the Town for \$75,000.00.

To develop Lot 1-B of the Amended Final Plat Del Camino Junction Business Park P.U.D approved on December 21, 2004, and part of the Del Camino Junction Annexation that was approved on October 14, 1999, Collective Land Holding Partnership, LLC must satisfy the Town's water dedication requirement. Town staff determined that there is availability in the Town's water portfolio to allow for this purchase.

The Town's goal in implementing the Water Action Plan has been to acquire native water rights to build its water portfolio, which can be released to developers to purchase Native Water Credits. The proposed Native Water Credit Purchase Agreement aligns with this goal.

FINANCIAL CONSIDERATIONS

Upon execution of the Agreement, Collective Land Holding Partnership, LLC. will be obligated to pay the Town \$75,000.00 for up to 1 Native Water Credit on October 24, 2024. All fees will be paid to the Town of Firestone Water Activity Enterprise fund.

HISTORY AND PREVIOUS BOARD ACTION

There has been no previous Board action on this item. However, there has been a discussion with the Board regarding the continued development of the Town of Firestone's water portfolio for the uses described above.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Res 24-95 Collective Land Holding Partnership LLC Water Credit Purchase Agreement
2. Firestone 119 - Native Water Credit Purchase Agreement 2024.10.16

RESOLUTION NO. 24-95

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE,
APPROVING THE COLLECTIVE LAND HOLDING PARTNERSHIP LLC NATIVE
WATER CREDIT PURCHASE AGREEMENT**

WHEREAS, Chapter 1.08 of the Firestone Municipal Code (“Code”) requires land developers to agree to dedicate a certain amount of “water rights” and/or “shares” before annexing new land into the Town of Firestone; and

WHEREAS, a land developer must dedicate “water rights” and/or “shares” in payment of water connection charges and before recording a subdivision plat and/or receiving a building permit (“Water Rights Dedication”); and

WHEREAS, Collective Land Holding Partnership, LLC. (“Buyer”) is a land use applicant who has agreed to dedicate “water rights” and/or “shares” to Firestone pursuant to an Annexation Agreement dated October 14, 1999, and described as the Del Camino Junction Annexation (“Annexation Agreement”), and must dedicate those “water rights” and/or “shares” prior to recording a subdivision plat; and

WHEREAS, Buyer is the owner and seeking to develop certain lands within the Town of Firestone, as more fully described and depicted on the attached Exhibit 1 (“Property”) which is made a part of this resolution; and

WHEREAS, Buyer has need for additional “water rights” and/or “shares” to fulfill Buyer’s water dedication requirements for the planned development on the Property; and

WHEREAS, the Town of Firestone owns certain water rights, which it has offered to Buyer in the form of Native Water Credits to assist Buyer in achieving Buyer’s water dedication requirements pursuant to the Code; and

WHEREAS, Buyer is interested in purchasing the Native Water Credits from the Town of Firestone as set forth in the Native Water Credit Purchase Agreement.

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

The Native Water Credit Purchase Agreement between the Town of Firestone and Meritage Homes of Colorado, Inc. is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ, AND ADOPTED this 23rd day of October, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

APPROVED AS TO FORM:

Miriam Luna Gonzalez, Town Clerk

William P. Hayashi, Town Attorney

NATIVE WATER CREDIT PURCHASE AGREEMENT

This Native Water Credit Purchase Agreement (“Agreement”), made and entered into this 23rd day of October, 2024 (“Effective Date”), by and between the Town of Firestone acting by and through its Water Activity Enterprise (“Firestone”) and Collective Land Holding Partnership, LLC whose address is 5002 Marketplace Drive, Suite 101, Johnstown, CO 80534 (“Buyer”);

RECITALS

WHEREAS, the Firestone Municipal Code (“Code”) requires land developers to agree to dedicate a certain amount of “water rights” and/or “shares” before annexing new land into Firestone; and

WHEREAS, pursuant to the Code, a land developer must actually dedicate “water rights” and/or “shares” in payment of water connection charges and before recording a subdivision plat and/or receiving a building permit; and

WHEREAS, Buyer is a land use applicant who has agreed to dedicate “water rights” and/or “shares” to Firestone pursuant to an Annexation Agreement dated October 14, 1999 (“Annexation Agreement”), and must actually dedicate those “water rights” and/or “shares” prior to recording a final subdivision plat or receiving a building permit; and

WHEREAS, Buyer is the owner of certain lands within the Town of Firestone, as more fully described and depicted on Exhibit 1 (the “Property”), which Buyer is seeking to develop; and

WHEREAS, Buyer has need for “water rights” and/or “shares” to fulfill Buyer’s water dedication requirements for the planned development on the Property; and

WHEREAS, Firestone owns certain water rights, which it has offered to Buyer in the form of Native Water Credits to assist Buyer in achieving Buyer’s water dedication requirements pursuant to the Code; and

WHEREAS, Buyer is interested in purchasing the Native Water Credits from Firestone as set forth in this Agreement; and

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual agreement, and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged by both Parties, the Parties agree as follows:

1. Recitals. The foregoing Recitals are incorporated herein as if fully set forth.
2. Native Water Credits. A "Native Water Credit" shall be equivalent to one acre-foot of water as needed for Buyer's water dedication requirements pursuant to the code. The Native Water Credits are derived from water rights which are currently owned by Firestone. The Native Water Credits shall be used solely for Buyer's water dedication requirements as described herein and shall not survive termination of this Agreement by either party.
3. Purchase Price. Buyer agreed to pay the Purchase Price of \$75,000.00 for up to 1 Native Water Credits being purchased. The Buyer agrees to pay the Purchase Price payment on or before October, 24 2024, and failure to make payment will terminate this Agreement effective immediately.
4. Dedication. The Native Water Credits purchased by Buyer herein shall be deemed automatically dedicated to Firestone, at the execution of this Agreement, to fulfill the water dedication requirement necessary for Buyer to obtain a building permit for the Property.
5. Native Water Credit Cancellation and Refund of Purchase Price. Buyer and Firestone hereby acknowledge and agree that this Agreement, and the dedication of the Native Water Credits contemplated herein, is subject to Buyer obtaining approval of a building permit for the Property. In the event Buyer is unable to obtain a building permit for the Property subsequent to the execution of this Agreement and payment for the Native Water Credits dedicated herein, Buyer shall be entitled to a refund of the entirety of the Purchase Price. In this regard, Buyer shall provide Firestone written notice of the denial of its final plat for the Property and a request for a refund of the Purchase Price within seven (7) days of the occurrence thereof. Thereafter, Firestone shall have thirty (30) days from the receipt of said notice to refund the Purchase Price to Buyer, at which time this Agreement shall be terminated in its entirety.
5. No Assignment. This Agreement shall not be assigned by Buyer without written approval from Firestone. The Native Water Credits described herein are non-transferable and may only be assigned due to a sale or conveyance of the Property by Buyer. If unforeseen circumstances occur that result in Buyer needing less than all of the Native Water Credits acquired by this Agreement for the final plat of the Property, Buyer hereby agrees that the Native Water Credits shall automatically void upon recordation of a final plat for the Property. If any Native Water Credits are voided due to recordation of final plat of the Property, Firestone shall remit the equivalent of the Purchase Price for each Native Water Credit voided to Buyer.
6. No Third Party Beneficiary Status. Nothing in this Agreement shall be construed as assigning all or any portion of any agreement in which Firestone is a party nor any of the benefits derived therefrom.

7. 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 signed by both parties.

8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

9. 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.

10. 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 on the date and year first above written

TOWN OF FIRESTONE, acting

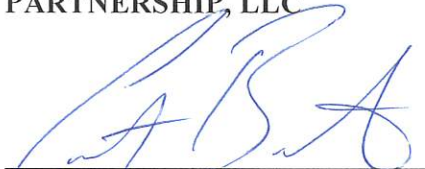
by and through its Water Activity
Enterprise

By: _____

Print: _____

Title: _____

**COLLECTIVE LAND HOLDING
PARTNERSHIP, LLC**

By:  _____

Print:  _____

Title:  _____

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.b

Discussion/Action

Meeting Date: October 23, 2024

Initiated By: Julie Pasillas

Department: Water & Community Resources

AGENDA ITEM

Resolution 24-96: 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 MICHELE AND BRIAN HERITAGE

RECOMMENDATION

Staff recommends the approval of Resolution 24-96, approving the Purchase and Sale Agreement with Michele and Brian Hertige for the purchase of 1 share of the New Coal Ridge 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 Michele and Brian Heritage is for the purchase of one (1) share of the New Coal Ridge Ditch Company, owned by Michele and Brian Heritage, for \$10,000.00.

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 \$10,000.00 for the New Coal Ridge Company share. 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:
 - Organizational Objectives

ATTACHMENTS

1. Res 24-96 Purchase and Sale Water Rights Agreement-Heritage
2. PSA_Heritage_signed

RESOLUTION NO. 24-96

**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 MICHELE AND BRIAN HERITAGE**

WHEREAS, Michele and Brian Heritage desire 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; and

WHEREAS, upon purchase of the Water Rights, the Town will need to go through the adjudicatory process in the State's Water Court to change the use of the water 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 Michele and Brian Heritage ("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.
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, by filing an application in the Division One Water Court and prosecuting the same to completion.

INTRODUCED, READ, AND ADOPTED this 23rd 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”) is entered into this _____ day of _____, 2024 by and between Michele and Brian Heritage (“Seller”), and the Town of Firestone 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 the mutual promises and covenants contained herein, the Parties hereby agree as follows:

1. Description of Water Rights. Seller is the owner of 1 shares of the New Coal Ridge Ditch Company, historically used on 11609 Harpenden Ln., Fort Lupton, CO 80621 represented by certificate no. 243, which are hereinafter referred to as “Shares” or “Water Rights.”
2. Purchase Price. The Purchase Price for the Water Rights and all rights appurtenant to the Water Rights shall be ten thousand dollars (\$10,000).
3. Agreement Dates. The following dates are defined for this Agreement:
 - a. “Effective Date” of this Agreement shall be the date on which this Agreement has been mutually executed by the Parties.
 - b. “Closing Date” shall be December 16, 2024 or such earlier date as agreed upon by the Parties.
4. Warranty of Title. Seller warrants that title to the Water Rights will be conveyed to Buyer 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 Water Rights by and through Seller. This warranty shall survive the closing of the transaction and continue in full force and effect subsequent to such closing. Subject to payment as above provided, and in compliance with the other terms and conditions by Buyer, Seller shall execute and deliver a Special Warranty Deed for the Water Rights to Buyer on the Closing Date. If title to the Water Rights is not merchantable and notice of the defect(s) is given by Buyer or Buyer’s agent to Seller or Seller’s agent on or before closing and such title shall not

be rendered merchantable within 30 days of such notice, then this Agreement, at Buyer's option, shall be void and of no effect and each Party shall be released from all obligations hereunder.

5. Due Diligence. Buyer shall have up to 45 days following Effective Date of this Agreement to terminate this Agreement if Buyer is dissatisfied with the Water Rights to be acquired hereunder for any reason. Buyer may terminate the Purchase and Sale Agreement at any time and for any reason prior to the end of the Due Diligence Period. It shall be conclusively presumed that Buyer is satisfied with the Water Rights if Buyer fails to send written notice to Seller to the contrary on or before the expiration of the Due Diligence Period. If Buyer sends notice of its dissatisfaction with the Water Rights, Seller shall have 10 days following actual receipt of such notice of dissatisfaction to either to (1) give notice that Seller elects to cure some or all of the issues described in the notice, or (2) give notice that Seller elects to not cure such issues. If Seller elects not to cure all such issues Buyer shall have as its exclusive remedies, the right to terminate this Agreement, or to waive any issues Seller has elected not to cure. The Seller shall not accept or consider other offers for the Property during the Due Diligence Period.
6. Ditch Company Right of First Refusal. The New Coal Ridge Ditch Company holds a right of first refusal to match the terms of this Agreement to acquire the Water Rights. Seller is required to submit the terms of the Buyer's offer to the New Coal Ridge Ditch Company for their consideration. This Agreement shall be void if the New Coal Ridge Ditch Company exercises its right of first refusal and enters into a contract to acquire the Water Rights under the same terms as defined herein.
7. Assessments. All assessments levied by the New Coal Ridge Ditch Company for year 2024 shall be paid by Seller. Assessments for the year 2025 and future years shall be paid by Buyer.
8. Transfer Fee. Any fees imposed by New Coal Ridge Ditch Company to complete the transfer of the Water Rights shall be paid by Buyer.
9. Delivery of Stock Certificate. Possession of the original certificate(s) evidencing ownership of the Water Rights shall be delivered to the Buyer at the time of closing together with properly executed and notarized assignments, Special Warranty Deed and any and all other documents necessary to effectuate the transfer of the Water Rights from Seller to Buyer.
10. Closing. The closing for the purchase and sale of the Water Rights will take place on or before the Closing Date defined herein.

11. Default. Time is of the essence herein and if any payment or any other condition thereof is not made, tendered or performed by either party, then this Agreement, at the option of the Party who is not in default, may be terminated in which case the non-defaulting party. In the event of such default by Seller, where Buyer elects to treat this Agreement as being in full force and effect, the Buyer shall have the right to an action for specific performance and damages. In the event of default by Buyer, Seller agrees that the Purchase Price shall represent the full amount of damages recoverable for such default by Buyer.
12. Historical Use & Transfer. Seller, or Seller's agent, agrees to meet with Buyer, or Buyer's agent, within 30 days of the Effective Date for the purpose of providing Buyer with information concerning the historic use of the Water Rights, which may include the following:
- a. Information showing the historical use of the Water Rights.
 - b. Seller's cooperation and participation in good faith with any requests necessary to complete any Catlin approval process of the New Coal Ridge Ditch Company or any court proceedings as may be required to change the use of the shares.
13. Costs and Expenses. Each party shall pay their own consulting and attorneys fees and costs incurred as part of this transaction.
14. Notices. All notices and operational communications under this agreement shall be in writing except as otherwise provided for in this Agreement. All such notices and communications shall be deemed to have been duly given on the date of service, if delivered and served personally, or served via e-mail on the person to whom notice is given. All notices shall be delivered by US Mail to the following addresses unless otherwise agreed upon by the Parties:

Buyer:

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

Seller:

Michele and Brial Heritage
11609 Harpenden Ln.,
Fort Lupton, CO 80621

15. Entire Agreement. This Agreement represents the complete agreement between the Parties and no oral modification shall be recognized. Any amendment or additions shall be made in writing signed by both parties.
16. Survival of Closing. The representations, warranties and indemnities made by the parties to this contract and the covenants and agreements to be performed or complied with by the respective parties under this contract before the closing date shall be deemed to be continuing and shall survive the closing.
17. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns.
18. 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 on the date and year first above written

BUYER:

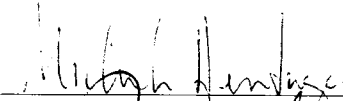
SELLER:

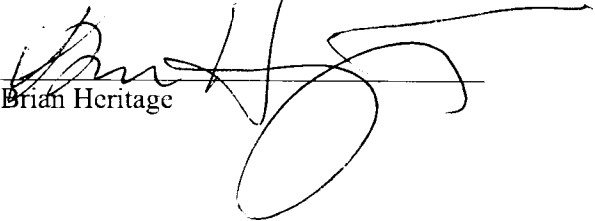
TOWN OF FIRESTONE

By:

Print:

Title:


Michele Heritage


Brian Heritage

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.c

Discussion/Action

Meeting Date: October 23, 2024

Initiated By: Jan Sloat

Department: Human Resources

AGENDA ITEM

Resolution 24-97: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ADOPTING THE BASELINE AGENCY GROWTH PLAN

RECOMMENDATION

Town staff recommends Board approval for use of the Agency Growth Plan as a baseline for future budget processes.

SUMMARY

This Resolution establishes a comprehensive growth plan to guide and coordinate the recruitment and retention of Town Staff. As current and future workforce needs are identified, this tool will aid the Town in increasing staff capacity to service increased commercial and residential development.

This document will be reviewed annually and revised in accordance with the Board's personnel appropriations.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

At the Board Retreat held in September, Human Resources shared the Town's Agency Growth Plan details. With assistance from department directors creating and forecasting their future needs based on incremental population increases, we established this baseline. The data collected is a comparative analysis of the workforce employed by larger populated communities and provides insight into service and workforce needs based on population growth. Please note the data pulled for this comparison was extracted from each community's 2024 budget documents.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Agency Growth Plan Resolution
2. 2024.TOWN OF FIRESTONE AGENCY GROWTH PLAN
3. 2024.Agency Growth Plan PowerPoint

RESOLUTION NO. 24-97

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO ADOPTING THE BASELINE AGENCY
GROWTH PLAN**

WHEREAS, at the Boards 2024 Retreat, Staff presented the Town's Agency Growth Plan which is to serve as an annual budget tool to determine staffing and other personnel needs; and

WHEREAS, the Agency Growth Plan is based upon an annual analysis of multiple factors which include for example, the personnel needs and operational costs to support the Town's growth and demand for municipal services, workforce analysis of employee's skills, training, compensation and benefits and management tools regarding matters such as recruitment, retention, promotion, succession planning, and the use and scope of outside services; and

WHEREAS, development of an Agency Growth Plan supports the Organizational Objectives category of the Town's Strategic Goals; and

WHEREAS, staff requests that the Board of Trustees adopt the initial Agency Growth Plan which will serve as the baseline and be updated on a yearly basis and serve as an essential tool in the budget process.

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

The Board of Trustees does hereby adopt the baseline Agency Growth Plan which is attached hereto and made a part of this Resolution.

INTRODUCED, READ AND ADOPTED this 23rd 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

[illegible]

TOWN OF FIRESTONE AGENCY GROWTH PLAN												
Expenses include the following; salaries, cell phone stipend, Medicare, SUTA, PERA, FPPA, Mission Square; Medical, Dental, Vision, Employer HSA Contribution, Short and Long Term Disability, Life and Accidental Death & Dismemberment insurances	2024 Positions budgeted & filled	2025 Expense - 10% increase for salary and benefits	Expense - 10% increase for salary and benefits	Expense - 10% increase for salary and benefits	Expense - 10% increase for salary and benefits	Expense - 10% increase for salary and benefits		2024 Budget Detail	2024 Budget Detail	2024 Budget Detail	2024 Budget Detail	2024 Budget Detail
Municipality	Firestone	Firestone	Firestone	Firestone	Firestone	Firestone		Lafayette	Wheat Ridge	Erie	Northglenn	Brighton
Population	19200	19200	26700	34200	41700	49200		30295	32263	33104	38131	42477
Annual Wages & Benefits	16,114,123	18,118,222	26,258,369	35,316,532	44,696,687	52,670,915		37,847,125	32,302,876	36,091,800	34,016,032	43,138,088
Positions Filled Year End Forecast \$13,888,064 Savings \$2,256,040	120											
Budget Positions	129.3	136.78	186.28	230.78	268.78	291.78		265.75	273.25	342.5	346.16	397.2
GIS Division												4
Senior GIS Developer								1				
Media Specialist												
System Analyst									2			
Senior Systems Analyst												2
Senior Systems Specialist											1	2
Systems Administrator												1
Senior Systems Administrator								2			1	1
Police Systems Administrator												
ERP Project Manager									1			
Cyber Analyst										1		
Cybersecurity Analyst												1
Criminal Info System Coordinator											1	
GIS Coordinator												1
GIS Administrator												1
Information Technology Resource Coordinator											1	
Information Technology Specialist								2				
Information Technology Technician	1											
Technical Support Specialist									1			
Service Desk												5
Application Support Specialist										1		
Desktop Support Technician										1		
Administrative Assistant												1
Director of Facilities & Fleet												1
Facilities Manager	1								1	1	1	
Facilities Project Manager										1		
Facilities Maintenance Supervisor									2	1		1
Facility Maintenance Coordinator												1
Facility Crew Leader												2
Facilities Maintenance Technician						1			1		1	6
Facilities Maintenance Technician II										1		
Facilities Maintenance Technician III										1		
Custodian									1	1	5	7.5
Administrative Assistant												1
Director of Economic Development	1							1		1	1	1
Economic Development Manager	1								1	1		1
Redevelopment Coordinator												1
Senior Economic Development Specialist								1		1		1
Neighborhood Development Specialist											1	
Local Business Specialist						1						
Housing Coordinator					1							
Housing Navigator									1			
Homeless Navigator									1			

TOWN OF FIRESTONE AGENCY GROWTH PLAN

[illegible]

TOWN OF FIRESTONE AGENCY GROWTH PLAN

[illegible]

TOWN OF FIRESTONE AGENCY GROWTH PLAN													
Expenses include the following; salaries, cell phone stipend, Medicare, SUTA, PERA, FPPA, Mission Square; Medical, Dental, Vision, Employer HSA Contribution, Short and Long Term Disability, Life and Accidental Death & Dismemberment insurances	2024 Positions budgeted & filled	2025 Expense - 10% increase for salary and benefits	Expense - 10% increase for salary and benefits	Expense - 10% increase for salary and benefits	Expense - 10% increase for salary and benefits	Expense - 10% increase for salary and benefits		2024 Budget Detail	2024 Budget Detail	2024 Budget Detail	2024 Budget Detail	2024 Budget Detail	2024 Budget Detail
Municipality	Firestone	Firestone	Firestone	Firestone	Firestone	Firestone		Lafayette	Wheat Ridge	Erie	Northglenn	Brighton	Parker
Population	19200	19200	26700	34200	41700	49200		30295	32263	33104	38131	42477	62743
Annual Wages & Benefits	16,114,123	18,118,222	26,258,369	35,316,532	44,696,687	52,670,915		37,847,125	32,302,876	36,091,800	34,016,032	43,138,088	37,351,651
Positions Filled Year End Forecast \$13,888,064 Savings \$2,256,040	120												
Budget Positions	129.3	136.78	186.28	230.78	268.78	291.78		265.75	273.25	342.5	346.16	397.2	453.85
Sales Tax Compliance Specialist													
Senior Accountant								2					
Accountant	1								1			1	1
Accountant II										1	1	1	
Accountant I										1		2	
Accounts Payable													
Revenue Manager								1				1	
Revenue Auditor									1		1		
Revenue & Tax Audit Supervisor													
Revenue Technician									1				
Grants Manager										1			
Grants Accountant										1			
Grants Writer										1			
Treasury Manager													
Tax and Licensing Coordinator								1	1				
Compliance Officer									1				
Chief Procurement Officer													1
Procurement Manager									1				
Procurement Coordinator									1				
Procurement & Contracts												2	
Purchasing and Contracts Manager								1					
Buyer													1
Payroll Supervisor									1				
Payroll & Revenue Specialist	1												
Payroll & AP Coordinator										1			
Payroll Analyst													1
Payroll Specialist													
Payroll Technician									0.5				
Finance & Utility Specialist	1												
Utility Billing Supervisor										1			
Utility Billing Lead										1			
Utility Billing Coordinator								1					
Utility Billing Specialist										2			
Utility Billing Tecnician	1			1		1						4	
Senior Clerk								2					
Cash Collections								1					
Account Clerk/Cashier													
Customer Services Representative											1.6		
Administrative Assistant										1			
Municipal Court Manager/Administrator	1							1	1	1		1	1
Municipal Court Supervisor											1	1	
Assistant/Deputy Court Administrator									1	1			
Administrative Specialist Court	1			1		1					1	1	
Court Marshal									3				

[illegible]

[illegible]

TOWN OF FIRESTONE AGENCY GROWTH PLAN												
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Municipality	Firestone	Firestone	Firestone	Firestone	Firestone	Firestone		Lafayette	Wheat Ridge	Erie	Northglenn	Brighton
Population	19200	19200	26700	34200	41700	49200		30295	32263	33104	38131	42477
Annual Wages & Benefits	16,114,123	18,118,222	26,258,369	35,316,532	44,696,687	52,670,915		37,847,125	32,302,876	36,091,800	34,016,032	43,138,088
Positions Filled Year End Forecast \$13,888,064 Savings \$2,256,040	120											
Budget Positions	129.3	136.78	186.28	230.78	268.78	291.78		265.75	273.25	342.5	346.16	397.2
Senior Building & Permits Coordinator	1									1		
Senior Permit Technician										1		
Permit Coordinator			1									
Permit Technician (TOF-1)	2			1						1		4
Planning & Building Permit Techician								1				
Community Development Technician												1
Executive Assistant												1
Operations Assistant/Planning Technician			1									
Administrative Coordinator								1	1	1		
Administrative Specialist										1		
Administrative Assistant III												1
Administrative Assistant									1		1	
Engineering & Utilities Director	1											
Engineering & Public Works Director												1
Director of Utilities												1
Deputy Director (Engineering & CIP)								1				1
Deputy Director of Operations												0.4
Operations Manager										1		0.4
Town Engineer										1		
Engineering Services Manager								1	1			
Engineering & Utilities Operations Manager	1											
Transportation & Traffic Principal Engineer				1				1		1		
Stormwater & Flood Engineer								1				
Water Resource Engineer											1	
Utilities Principal Engineer								1				
Senior Development Review Engineer												1
Senior Civil Engineer	1		1								4	
Civil Engineer III										2		
Civil Engineer II										1		
Civil Engineer	1	1	1		1	1		1	2	1		
Civil Engineer (EIT, PE, SR)									1		4	
Engineering Technician								3	1			
Engineering Intern											0.25	
Engineering Field Services Manager												1
Engineering Services Manager												1
Engineering Inspector												2
Engineering Division												8
Safety Coordinator			1									
Stormwater Coordinator	1								1	1	1	
Stormwater Inspector I				1		1				2		
GIS Manager												
GIS Coordinator	1									1	1	
Senior GIS Developer								1				
GIS Analyst			1		1				1	1		

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Positions Filled Year End Forecast \$13,888,064 Savings \$2,256,040	120												
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GIS Specialist											1		
GIS Technician									1	1			
Project Manager													3
Associate Project Manager													1
Construction Inspector Supervisor										1	1		
Senior Construction Inspector	1				1						1		
Construction Inspector III										2			
Construction Inspector			1	1						1			
Office Manager Engineering													1
Executive/Admininstrative Team												2	
Operations Coordinator -Engineering & Public Works													1
E & U Administrative Coordinator	1												
Administrative Specialist									1		4		
Administrative Assistant										1			
Capital Projects Manager									1				
Capital Projects Civil Engineer II									2				
Capital Projects Engineering Technician III									2				
CIP/Pavement Coordinator			1										
Streets & Fleet Superintendent										1			
Streets Supervisor				1	1						1		2
Streets Foreman	1							1		1			
Pavement Coordinator										1			
Streets Associate Project Manager													1
Streets Division												18	
Streets Crew Supervisor								1					
Streets Lead Tech													3
Streets Maintenance Technician (not defined)			1	1	1	1							16
Transportation Maintenance Technicians (not defined)								7					
Maintenance Technician I	3									1	3		
Maintenance Technician II	2								7	3	2		
Maintenance Technician III	2									2	3		
Traffic Operations Superintendent													1
Traffic Division Manager													1
Traffic Technician (not defined)													3
Traffic Signal Technician													4
Utility Locator													1
Traffic Operations Technician I									1				
Traffic Operations Technician II									1				
Traffic Operations Technician III									1				
Signs & Signal Technician I, II, III			1	1	1								
Seasonal Staff													0.8

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GIS Specialist											1		
GIS Technician									1	1			
Project Manager													3
Associate Project Manager													1
Construction Inspector Supervisor										1	1		
Senior Construction Inspector	1				1						1		
Construction Inspector III										2			
Construction Inspector			1	1						1			
Office Manager Engineering													1
Executive/Admininstrative Team												2	
Operations Coordinator -Engineering & Public Works													1
E & U Administrative Coordinator	1												
Administrative Specialist									1		4		
Administrative Assistant										1			
Capital Projects Manager									1				
Capital Projects Civil Engineer II									2				
Capital Projects Engineering Technician III									2				
CIP/Pavement Coordinator			1										
Streets & Fleet Superintendent										1			
Streets Supervisor				1	1						1		2
Streets Foreman	1							1		1			
Pavement Coordinator										1			
Streets Associate Project Manager													1
Streets Division												18	
Streets Crew Supervisor								1					
Streets Lead Tech													3
Streets Maintenance Technician (not defined)			1	1	1	1							16
Transportation Maintenance Technicians (not defined)								7					
Maintenance Technician I	3									1	3		
Maintenance Technician II	2								7	3	2		
Maintenance Technician III	2									2	3		
Traffic Operations Superintendent													1
Traffic Division Manager													1
Traffic Technician (not defined)													3
Traffic Signal Technician													4
Utility Locator													1
Traffic Operations Technician I									1				
Traffic Operations Technician II									1				
Traffic Operations Technician III									1				
Signs & Signal Technician I, II, III			1	1	1								
Seasonal Staff													0.8

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Budget Positions	129.3	136.78	186.28	230.78	268.78	291.78		265.75	273.25	342.5	346.16	397.2	453.85
Water Foreman	1										1		
Water Meters Supervisor										1			
Water Systems Assistant								1					
Water Quality Coordinator				1									
Water Quality Technician				1									
Water Division												30.1	
Water Administrative Coordinator				1									
Water Maintenance Operators								8					
Water Technician (not defined)			1		1								
Pump Operator/Water Technician (not defined)	2			1		1							
Maintenance Technician I	4									2	2		
Maintenance Technician II										1	1		
Maintenance Technician III										1	1		
Utilities Superintendent										1			
Utilities Vulnerability Supervisor										1			
Utilities Crew Supervisor								1					
Utilities Maintenance (not defined)			1		1			9					
Utility Locates Maintenance Technician I										1			
Utity Locates Maintenance Technician II										1			
Meters Foreman			1										
Meter Technician			1		1								
Backflow Maintenance Tehcnician II										1			
Stormwater Foreman	1												
Stormwater Maintenance Supervisor										1			
Storm Drainage Technician (not defined)			1	1	2						1	5.3	
Maintenance Technician I													
Maintenance Technician II										2			
Maintenance Technician III	2												
D & C Supervisor										1			
D & C Maintenance Technician I										4	3		
D & C Maintenance Technician II										1	2		
D & C Maintenance Technician III										1	2		
Fleet Mechanic Manager	1												
Fleet Supervisor								1	1	1	1		1
Fleet Maintenance Master Technician													1
Fleet Mechanic Lead	1										1		
Fleet Division												5.8	
Fleet Mechanic (not defined)			1		1	1		3	1	2			
Fleet Technician										1	2		2
Public Works Director								1	1	1	1		

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Public Works Operations and Maintenance Manager								1		1			
Public Works Operations Supervisor									1				
Public Works Management Analyst										1			
Water & Wastewater Division Manager										1			
Wastewater Chief Plant Operator										1			
Chief Plant Operator											2		
Lead Operator								1					
Wastewater Division											6	7.6	
Wastewater Operator (not defined)								5					
Wastewater Plant Operator IV										2			
Wastewater Plant Operator III										1			
Wastewater Plant Operator II										2			
Lab Supervisor													
Lab Analyst											2		
Lab Technician											3		
Water Treatment Manager								1					
Water Reclamation Manager								1					
Water Resources Manager								1			2		
Water Chief Plant Operator										1			
Water Plant Operator IV										1			
Water Plant Operator I										3			
Water Utility Maintenance Mechanic										2			
Plant Mechanic								2					
Equipment Operator I									3				
Equipment Operator II									3				
Administration and Financial Manager								1					
Asset Management & Planning Technician								1					
Administrative Assistant									2	2	4	2	
Custodian											0.8		
Director of Water & Community Resources	1												
Water Resource Engineer				1									
Water Resources Coordinator	1							1					
Community Resources Administrative Coordinator	1												
Water Systems Assistant								1					
Water Quality Analyst								1					
Water Resources Analyst				1				1					
Water Administrative Assistant											4		
Director of Parks, Recreation & Open Space								1				1	1
Assistant Director of Parks, Recreation & Open Space								1				1	1
Parks & Open Space Division Manager										1			
Parks & Open Space Project Coordinator										1			
Parks & Open Space Assistant Manager										1			
Parks Superintendent								1					

TOWN OF FIRESTONE AGENCY GROWTH PLAN													
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Parks Division Manager	1												
Parks Supervisor										1	1		3
Parks Project Manager													1
Parks Project Coordinator									1		2		
Special Project Analyst													1
Deputy Director of Parks, Forestry and Open Space													1
Parks, Forestry and Open Space Manager									1				1
Parks, Forestry and Open Space Operations Administrator													1
Parks Marketing Coordinator													1
Parks Maintenance Coordinator											2		
Parks Crew Supervisor								1					
Parks Foreman	1												
Parks Ranger											1.5		
Parks Maintenance Coordinator											2		
Parks Lead Technician													3
Parks Maintenance Technician Lead Part-time													3
Parks Maintenance Technician Part-time										5			
Parks Maintenance Technician I	3								3	2			
Parks Maintenance Technician II	1								2				
Parks Maintenance Technician III	5								1	2			
Parks Maintenance Technician (unspecified)			1	1	1	1		6			14	13	12
Parks Maintenance Technician - Seasonal	2	2											
Recreation Field Coordinator	1												
Recreation Specialist		0.4	1										
Recreation Field Tehnician - Seasonal		2		3									
Natural Resources Coordinator								1					
Open Space Superintendent								1					
Open Space & Trails Supervisor										1			
Open Space Program Coordinator								1					
Open Space Foreman			1										
Open Space & Trails Maintenance Technician I										3			
Open Space & Trails Maintenance Technician II								2		1			
Open Space Division Technicians			1	1	1	1						5	
Operations Manager											1		
Operations Supervisor									2				
Operations Support Technician III									1				
Operations Support Technician II									2				
Senior Arborist Technician											1		
Arborist											1		
City/Town Forester	1							1		1			1
Assistant Town Forester									2				1
Forest/Open Space Technician						2			1	1			3
Forestry Technician III										2			
Garden Coordinator									1				
Horticulture Assistant									1				

TOWN OF FIRESTONE AGENCY GROWTH PLAN

[illegible]

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[illegible]

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[illegible]

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Seasonal Specialist											0.61		
Seasonal Trainee											0.31		
Seasonal Youth Sports Instructor											0.4		
Seasonal Head Lifeguard											0.4		
Seasonal Lifeguard											2		
Seasonal Laborer											0.08		
Police Chief	1							1	1	1	1	1	1
Deputy Chief of Police	1							1		1	1	1	1
Division Chief Patrol Ops									1				
Division Chief Support Services									1				
Commander	3				2			2	2	2	3	3	5
Commander Investigations									1				
Administrative Division Manager										1			
Lieutenant											2		
Sergeant (TOF.2)	7		1	3	2	3		8	7	8	9		9
Crime Prevention Sergeant									1				
Professional Standards Sergeant									1				1
Traffic Sergeant									1	1			
Investigations Sergeant									3	1			2
SRO Sergeant									0.5	1		1	
Training Sergeant										1			
Background Investigator													1
Crime Analyst								1	1		1		1
Crime Scene Investigator Manager													1
Crime Scene Investigator													3.5
Criminalist											1		
Detective	2		2	1		1				4			9
Investigative Technician									2				
Investigations Division												15	
Property Crimes Detective									1		2		
Corporal								6					
Police Officer (TOF.3)	18		7	7	7	9		24	44	20	63	54	58
Crash & Traffic Officer			1	1	1				4	3			
Crime Prevention Officer									1				
Grants Officer									1				
Investigation Officer									14				
SRO Officer	2								2	4		6	
ALERT Unit Officer			1	1	1								
Animal Control Officers								3		1	2		
K-9 Officer										1			
Community Services Manager													1
Senior Community Services Officer	1												
Community Services Team Supervisor									2				
Community Services Officer	1		1	1					5			2	2

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Community Engagement												1
Community Outreach Coordinator										1		
Operations Service Technician												0.8
Statitistics and Compliance Specialist												1
Teleserv Technicians									2			
Training & Accreditation Manager									1			1
Sex Offender Registration									1			
Police Evidence Supervisor										1		
Senior Evidence Technician									1			
Police Evidence and Property Technician	1			1					1	1	1.5	1
Data Analyst/Evidence Specialist								2				
Media Duplication Tehnician												2
Police Digital Evidence Technician	1										2	1
Records Manager												1
Police Records Unit Supervisor											1	1
Police Records Administrative Supervisor	1							1	1	1	2	
Police Lead Records Management Specialist									1		1	
Police Records Management Specialist									5			
Police Records Specialist			2	1								
Police Records Technician	0.6		0					4	1	2		3
Police Reports Technician												3
Restorative Justic & Victim Advocate Manager										1		1
Victim Services Coordinator												1
Victim Advocate												0.5
Victim Services Division												9
Youth/Community Services Division												22
Support Services Division												14
Communications Manager												1
Lead Communications Technician												2
Communication Technician												18.5
PIO									1	1	1	1
Administrative Manager PD												1
Command Staff Administrative Assistant	1			1				1	1			
Administrative Assistant Patrol & Investigations												1
Administrative Program Coordinator									2			
Administrative Clerk											2	1.75
Police Intern	0.18											
Customer Serivce Representative												2
Custodian											2	
Crisis Response Unit Manager											1	
Crisis Response Unit Co-Responder											4	
Fire Chief								1				
Administrative Specialist								1				

TOWN OF FIRESTONE AGENCY GROWTH PLAN

[illegible]



WORKFORCE PLANNING

BOARD OF TRUSTEES ANNUAL RETREAT
SEPTEMBER 11 – 12, 2024

Jan Sloat, Director of Human Resources



Environmental Scan

- ❖ We create a budget annually that includes personnel, operational costs, new purchases, capital improvements, and requests for additional staffing.
- ❖ Knowing the importance of aligning workforce with the Town's goals, we created an Agency Growth Plan to use annually in future budget processes.
- ❖ As the community grows, we will identify current and future workforce needs to service increased commercial and residential development.





Staffing Assessment

- ❖ Departments are to conduct an overview of their department demographics by completing a skills inventory.
 - ❖ Create succession planning for individuals who may be ready to advance within the organization.
 - ❖ Enhance employee engagement and retention.
 - ❖ All recruitment efforts shall align with the Town's strategic and operational plans, which include a calculated approach to staffing.
- 
- 



Supply (Gap) Analysis

- ❖ Gap analysis will be conducted to determine specific needs. Supervisors will assess whether staff training, additional recruitment, or potential outsourcing of specific services is needed.
- ❖ While addressing those considerations; departments must consider declining factors in the workforce due to attrition caused by resignation, termination, internal transfers, promotion, or retirement.





Demand Analysis

- ❖ With the increase in population, staffing will inevitably need to increase. Each department's requests will be assessed to determine how best to achieve Town-wide initiatives and objectives.
- ❖ In consideration of department requests, they will determine the associated costs of providing adequate services to the community, including personnel, wages, benefits, furniture, equipment, vehicles, training, and development.





Solution Analysis

- ❖ The purpose of this Agency Growth Plan is to establish a baseline that can be monitored and revised annually during the budget process.
- ❖ Develop a timeline to include recruitment strategies as they relate to each department's overall growth:
 - Anticipate changes in roles and responsibilities
 - Establish training and development plans
 - Create succession plans
 - Determine recruitment plan
 - Communicate timeline to achieve results



**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.d

Discussion/Action

Meeting Date: October 23, 2024

Initiated By:

Department: Administration

AGENDA ITEM

Resolution 24-103: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ADOPTING THE BOARD OF TRUSTEES 2025-2026 WORK PLAN.

RECOMMENDATION

Staff recommends adoption of the 2025-2026 Work Plan.

SUMMARY

This resolution is to adopt the 2025-2026 Board of Trustees Work Plan. During the 2024 Retreat, the Board engaged in a facilitated strategic planning exercise to review and update the 2024-2025 Work Plan.

Board members and staff worked with the facilitator to update the 2024-2025 Work Plan and develop the 2025-2026 proposed Work Plan that provides staff with clear objectives, priorities, and timelines for upcoming projects and initiatives.

FINANCIAL CONSIDERATIONS

N/A

HISTORY AND PREVIOUS BOARD ACTION

The Board adopted the 2024-2025 Work Plan by Resolution 23-100 on September 27, 2023.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Maintain Town Infrastructure & Facilities
 - Establish a Strong & Competitive Business Environment
 - Encourage Community Governance with Civic Partnerships
 - Uphold Fiscal Integrity
 - Maintain a Safe, Clean & Beautiful Town
 - Design and Promote Livable Neighborhoods & Homes
 - Organizational Objectives

ATTACHMENTS

1. Reso 24-103 Board of Trustees 2025-2026 Work Plan
2. 2025-2026 Board Work Plan

RESOLUTION NO 24-103

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO ADOPTING THE BOARD OF TRUSTEES
2025-2026 WORK PLAN**

WHEREAS, at its recent retreat of September 11-12, 2024, noticed as a public meeting the Board of Trustees as one of its tasks focused on its Strategic Goals and setting forth tasks and timelines to meet such goals; and

WHEREAS, the Board of Trustees Strategic Goals include maintaining the Town's infrastructure and facilities, upholding fiscal integrity, establishing a strong and competitive business environment, encouraging community governance with civic partnerships, maintaining a safe, clean and beautiful Town and designing and promoting livable neighborhoods and communities; and

WHEREAS through engagement with staff the Board of Trustees set forth various tasks for the Town's Departments to accomplish in order to meet the Board's Three to Five year and its 2025-2026 objectives, all of which are set forth in the Board of Trustees 2025-2026 Work Plan

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

The Town of Firestone Board of Trustees 2025-2026 Work Plan is adopted 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



Board of Trustees

2025-2026 Work Plan

October 2024





2025-2026

- ☐ Finalize the Drainage Master Plan
- ☐ Complete and implement Stormwater, Transportation, and Water Master Plans
- ☐ Develop comprehensive 5-year CIP plan derived from Stormwater, Transportation, and Water Master Plans
- ☐ Continue to build sustainable water storage and infrastructure
- ☐ Task PTROC with developing a town-wide park improvement plan implementing the POST Master Plan
- ☐ Complete and implement IT Road Map
- ☐ Add public access to appropriate Laserfiche records
- ☐ Complete a facility needs assessment based on Agency Growth Plan

3-5 Year Objectives

- ☐ Continue to expand and diversify the Town's water portfolio
- ☐ Build redundancy and overall water treatment capabilities by continuing to implement the Water Action Plan



2025-2026

- ☐ Complete a Stormwater Fee Study
- ☐ Examine options to refund 2020 water debt
- ☐ Transition all non-Water Action Plan capital and maintenance projects to in-house Engineering & Utilities staff
- ☐ Utilize Balancing Act to present annual budget
- ☐ Evaluate options to grow tax revenue without additional burden on residents

3-5 Year Objectives

- ☐ Grow Town revenue base by 10%
- ☐ Procure and implement Open Budget platform



**ESTABLISH A STRONG
AND COMPETITIVE
BUSINESS
ENVIRONMENT**

2025-2026

- ☐ ICSC retail recruitment
- ☐ Update Economic Development marketing materials

3-5 Year Objectives

- ☐ First Street commercial development
- ☐ Introduce primary employment in Firestone
- ☐ Expand tenant recruitment east on Firestone Blvd



2025-2026

- ☐ Develop and implement an onboarding program for new board and commission members, including rules of procedure and code of conduct
- ☐ Add closed captioning to all streamed public meetings
- ☐ Develop a process for the Board to respond to Public Comment
- ☐ Conduct 2025 National Community Survey and present results
- ☐ Utilize Polco to engage residents in follow-up questions to 2025 National Community Survey
- ☐ Create a process to automatically enroll residents in Town communications
- ☐ Launch website enhancement tools (CivicOptimize, Next Request, and CivicPlus Pay)

3-5 Year Objectives

- ☐ Increase community engagement in Board and Town events by improving, updating, and adapting communication channels



2025-2026

- ☐ Participate in the review of a draft CDPHE MS4 Permit and identify impacts to the Town
- ☐ Implement the Police Department's Strategic Plan
- ☐ Develop a Gateway Plan
- ☐ Draft Standards & Specs for Town medians
- ☐ Formalize Flock camera utilization plan

3-5 Year Objectives

- ☐ Become the safest community in Colorado
- ☐ Implement new CDPHE MS4 Permit to ensure compliance
- ☐ Beautify existing Town medians according to the Standards & Specs



2025-2026

- ☐ Update the FDC to align with the objectives of the Master Plan and Historic Firestone Neighborhood Plan
- ☐ Initiate the wayfinding project as outlined in the Historic Firestone Neighborhood Plan
- ☐ Complete the Comprehensive Master Plan
- ☐ Identify a potential Town Center location
- ☐ Develop a PUD for Central Park
- ☐ Negotiate user agreements for Central Park
- ☐ Explore partnering with Weld Co, Frederick, Ft. Lupton, and Platteville on a study or sub-area plan of the CR19 corridor
- ☐ Complete St. Vrain pedestrian bridge project design and identify potential funding sources

3-5 Year Objectives

- ☐ Implement the Historic Firestone Neighborhood Plan
- ☐ Implement the updated Comprehensive Master Plan
- ☐ Develop and implement a multi-jurisdictional plan to improve Colorado Blvd
- ☐ Improve trail connectivity throughout town as recommended in the POST Master Plan
- ☐ Continue to grow and adapt events to meet community needs
- ☐ Promote infill development
- ☐ Begin development of Central Park



2025-2026

- ☐ Establish Town of Firestone mission, vision, and values statements
- ☐ Implement the Agency Growth Plan
- ☐ Update the 2020-2050 Water Action Plan

3-5 Year Objectives

- ☐ Expand organizational capacity to meet growing community needs
- ☐ Determine succession planning to meet needs identified in Agency Growth Plan
- ☐ Establish water independence
- ☐ Utilize lobbyists and CML to advocate for legislation preserving local control for municipal matters

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.e

Discussion/Action

Meeting Date: October 23, 2024

Initiated By:

Department: Administration

AGENDA ITEM

Resolution 24-104: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN UNDERWRITER ENGAGEMENT LETTER WITH PIPER SANDLER & CO FOR SERVICES REGARDING WATER REVENUE BONDS

RECOMMENDATION

Approval of the resolution executing the Engagement Letter.

SUMMARY

Consideration of engaging Piper Sandler & Co. for underwriter services for the possible issuance of water revenue bonds.

FINANCIAL CONSIDERATIONS

There will only be financial considerations if and when bonds are issued.

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Maintain Town Infrastructure & Facilities
 - Organizational Objectives

ATTACHMENTS

1. Reso 24-104 Piper Sandler Engagement Letter
2. Piper Sandler Engagement Letter - Town of Firestone_10.8.24

RESOLUTION NO. 24-104

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING AN UNDERWRITER ENGAGEMENT LETTER WITH
PIPER SANDLER & CO FOR SERVICES REGARDING WATER REVENUE BONDS**

WHEREAS, the Town of Firestone ("Town") may consider financing various water supply, treatment, distribution, and storage projects through the issuance of water revenue bonds and possible refinancing of outstanding revenue bonds; and

WHEREAS, the performance of such tasks requires that the Town retain an Underwriter who can provide services, which pertain to structuring of a potential financing and marketing of the securities, which includes but is not limited to, advice with respect to terms and conditions affecting the bond, creating a feasible and efficient structure for the bonds to enhance marketability and coordinating the printing and distribution of preliminary and final statements; and

WHEREAS, it is in the best interest of the Town to have Piper Sandler & Co. serve as the Underwriter because of its expertise, qualifications, experience, knowledge, and familiarity with the Town's Water Action Plan and overall water system.

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

The Underwriter Engagement Letter with Piper Sandler & Co. is approved in substantially the same form as the attached hereto and made a part of this resolution and the Mayor is authorized to execute the Engagement Letter on behalf of the Town.

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

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AJ Krieger, Town Manager
Town of Firestone
9950 Park Avenue
Firestone, CO 80504

October 8, 2024

Re: Underwriter Engagement Letter
Water Enterprise Revenue Bonds, Series 2025 (the “Securities”)

Dear Mr. Krieger:

This letter confirms the agreement (the “Agreement”) between Piper Sandler & Co. (“Piper Sandler” or “we” or “us”) and the Town of Firestone (the “Issuer” or “you”) as follows:

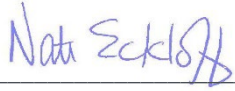
1. **Engagement.** The Issuer hereby engages Piper Sandler, represented by Nate Eckloff, Managing Director, to serve as an underwriter for the Securities. As currently contemplated, the transaction will be an underwriting of the Securities (amount to be determined at a later date) to fund the Town’s water system capital projects. Sale and delivery of the Securities by the Issuer will occur on the day of closing (“Closing Date”).
2. **Scope of Services.** Piper Sandler agrees, as appropriate and directed by you, to provide the following services.
 - (a) Develop a financing plan for the Securities and assist you in determining the economic impact of the Securities;
 - (b) Provide advice concerning structure, timing, terms and other similar matters concerning the Securities, including recommendations as to maturities, interest rates, structure, security, timing, and amount of proceeds needed to implement your project;
 - (c) Review and make comments with respect to sale documents, as applicable, including Explanatory Statements, Authorizing Bond Resolutions, bond declarations and indentures and other underlying documents relating to the Securities;
 - (d) Develop a sale schedule that incorporates all aspects of bringing Securities to market and arranging for a successful closing of the transaction;
 - (e) Assist in the preparation of the preliminary and final Official Statements to be issued by you relating to the Securities for final approval by you and your agents, including bond counsel;
 - (f) Assist in making presentations to rating agencies with respect to the Securities;
 - (g) Evaluate and make recommendations concerning the use of bond insurance and any other available credit enhancements;
 - (h) Distribute preliminary and final Official Statements and other documents to a broad list of institutions, banks, trusts, insurance companies, professional investment advisors, and other prospective investors in Securities;
 - (i) If deemed appropriate by Piper Sandler and you, an underwriting group for the purpose of underwriting the Securities, and inform you as to the membership of any group so formed;
 - (j) Develop a marketing plan for the offering, including identification of potential investors;
 - (k) Negotiate the pricing, including the interest rate, and other terms of Securities;

- (l) Obtain CUSIP number(s) for Securities and arranging for their DTC book-entry eligibility as required;
 - (m) Provide a final schedule of debt service payments for Securities;
 - (n) Review and make comments with respect to closing documents prepared by Bond Counsel;
 - (o) Plan and arrange for the closing and settlement of the issuance and the delivery of Securities;
3. **Fees and Expenses.** For our services, you agree to pay us an underwriting discount not to exceed **\$4.45/\$1,000 (0.445%)** of the par amount of the Securities payable by wire transfer of immediately available funds at closing. In addition, underwriting expenses including underwriter's counsel, as well as closing costs including CUSIP, Ipreo, day loan, DTC and wire fees will be payable separately from the underwriter's discount from bond proceeds at closing. For avoidance of doubt, the fees and expenses shall not be payable in the event a closing of the Securities does not occur.
4. **Other Matters Relating to Our Engagement.** The parties agree that we are not making a final commitment to underwrite securities until certain events have occurred including among other things, a successful authorizing bond election, satisfactory completion and execution of all final documentation for an offering including all terms and conditions and credit approval by Piper Sandler's internal credit approval process. This Agreement is therefore not a final commitment by us express or implied, to underwrite or purchase any securities. If you elect to conduct a public offering of the Securities, you and Piper Sandler will enter into a definitive bond purchase agreement which shall supersede the provisions of this agreement in any conflicting respects, except that the parties agree that the fee provisions set forth in Section 3 will continue to apply.
- You acknowledge that you have retained us solely to provide the services to you as set forth in this agreement. As underwriter, Piper Sandler may provide advice concerning the structure, timing, terms, and other similar matters concerning the transaction. You acknowledge and agree that: (i) the primary role of Piper Sandler as an underwriter, is to sell securities to investors in an arms-length commercial transaction and that Piper Sandler has financial and other interests that differ from your interests (ii) Piper Sandler is not acting as a municipal advisor, financial advisor or fiduciary to you or any other person or entity and has not assumed any advisory or fiduciary responsibility to you with respect to the transaction contemplated herein and the discussions, undertakings and proceedings leading thereto (irrespective of whether Piper Sandler has provided other services or is currently providing other services to you on other matters) (iii) the only obligations Piper Sandler has to you with respect to the transaction contemplated hereby expressly are set forth in this agreement and (iv) you have consulted your own legal, accounting, tax, financial and other advisors, as applicable, to the extent deemed appropriate in connection with the transaction contemplated herein.
5. **Disclosure.** Attached to this letter are regulatory disclosures required by the Securities and Exchange Commission and the Municipal Securities Rulemaking Board to be made by us at this time because of this engagement. We may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures. It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the Securities. If our understanding is incorrect, please notify the undersigned immediately.
6. **Termination.** You or we may terminate our engagement under this agreement, with or without cause, upon ten (10) days' written notice to the other party. The fee, expense reimbursement, your representations, warranties and agreements, and miscellaneous provisions of this agreement will survive any termination of our engagement under this agreement.

7. **Section Headings.** Section headings contained herein are for convenience of reference only and are not part of this agreement.
8. **Amendment.** This agreement may be amended only by a written instrument executed by each of the Parties. The terms of this agreement may be waived only by a written instrument executed by the party waiving compliance.
9. **Entire Agreement.** This agreement embodies the entire agreement and understanding between you and us and supersedes all prior agreements and understandings relating to the subject matter of this agreement.
10. **No Assignment.** This agreement has been made by the Issuer and Piper Sandler, and no other person shall acquire or have any right under or by virtue of this agreement.
11. **Governing Law.** This agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this agreement or the negotiation, execution or performance of this agreement, will be governed by and construed in accordance with the laws of Colorado.
12. **Effectiveness.** This agreement shall become effective upon its execution by duly authorized officials of all parties hereto and shall be valid and enforceable from and after the time of such execution.
13. **Severability.** In the event any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. You and us will endeavor in good faith negotiations to replace the invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid or unenforceable provisions.
14. **Counterparts.** This agreement may be executed in several counterparts (including counterparts exchanged by email in PDF format), each of which shall be an original and all of which shall constitute but one and the same instrument.
15. **Notices.** Any notice required or permitted to be given under this agreement shall be given in writing and shall be effective from the date sent by registered or certified mail, by hand, facsimile or overnight courier to the addresses set forth on the first page of this agreement with a copy sent to the General Counsel of such Party.

Please confirm that the foregoing correctly and completely sets forth our understanding by signing and returning to us the enclosed duplicate of this engagement agreement.

Sincerely,



Nate Eckloff
Managing Director
Piper Sandler & Co.

Acknowledgement and Approval of Engagement
and Receipt of Appendix A Disclosures

AJ Krieger
Town Manager
Town of Firestone

Date: _____

Appendix A – G-17 Disclosure

Thank you for engaging Piper Sandler & Co. (“Piper Sandler”) to serve as your underwriter. We are writing to provide you with certain disclosures relating to the captioned bond issue (Bonds), as required by Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019).¹

Piper Sandler & Co. intends to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. As part of our underwriting services, we may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

The following G-17 conflict of interest disclosures are now broken down into three types, including: 1) dealer-specific conflicts of interest disclosures (if applicable); 2) transaction-specific disclosures (if applicable); and 3) standard disclosures.

Dealer-Specific Conflicts of Interest Disclosures

Piper Sandler has identified the following actual or potential² material conflicts of interest:

- We have entered into a separate agreement with Charles Schwab & Co., Inc. that enables Charles Schwab & Co., Inc. to distribute certain new issue municipal securities underwritten by or allocated to us which could include the Bonds. Under that agreement, we will share with Charles Schwab & Co., a portion of the fee or commission paid to us.

Transaction-Specific Disclosures

- Disclosures Concerning Complex Municipal Securities Financing:
 - Since we have not recommended a “complex municipal securities financing” to the Issuer or Obligor, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

Standard Disclosures

- Disclosures Concerning the Underwriters’ Role:
 - MSRB Rule G-17 requires an underwriter to deal fairly at all times with both issuers and investors.
 - The underwriters’ primary role is to purchase the Bonds with a view to distribution in an arm’s-length commercial transaction with the Issuer. The underwriters have financial and other interests that differ from those of the Issuer.
 - Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
 - The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer’s interest in this transaction.
 - The underwriters have a duty to purchase the Bonds from the Issuer at a fair and reasonable price but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
 - The underwriters will review the official statement for the Bonds in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.³

¹ Revised Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective Mar. 31, 2021).

² When we refer to *potential* material conflicts throughout this letter, we refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17.

³ Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The

- Disclosures Concerning the Underwriters' Compensation:
 - The underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

Please note that nothing in this letter should be viewed as a commitment by the underwriters to purchase or sell all the Bonds and any such commitment will only exist upon the execution of any bond purchase agreement or similar agreement and then only in accordance with the terms and conditions thereof.

You have been identified by the Issuer as a primary contact for the Issuer's receipt of these disclosures, and that you are not a party to any disclosed conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately. We are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address set forth above. Otherwise, an email read receipt from you or automatic response confirming that our email was opened by you will serve as an acknowledgment that you received these disclosures.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

Appendix B – Fixed Rate Bonds

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds (“Fixed Rate Bonds”), as well as a general description of certain financial risks that are known to us and reasonably foreseeable at this time and that you should consider before deciding whether to issue Fixed Rate Bonds. If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to us. In addition, you should consult with your financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent you deem appropriate.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities, whether for their benefit or as a conduit issuer for a nongovernmental entity. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

Revenue Bonds. “Revenue bonds” are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit, and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

The description above regarding “Security” is only a summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all the following (generally, the obligor, rather than the issuer, will bear these risks for conduit revenue bonds):

Issuer Default Risk. You may be in default if the funds pledged to secure your bonds are not enough to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

For all bonds, a default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, it may be necessary for you to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

Redemption Risk. Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. If interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk. If your financing plan contemplates refinancing some or all the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required.

Reinvestment Risk. You may have proceeds from the issuance of the bonds available to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as “negative arbitrage”.

Tax Compliance Risk. The issuance of tax-exempt bonds is subject to several requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the

bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If tax-exempt bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.f

Discussion/Action

Meeting Date: October 23, 2024

Initiated By:

Department: Finance

AGENDA ITEM

2025 Budget Final Review

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