



TOWN OF FIRESTONE
Board of Trustees Regular Meeting Agenda

January 8, 2025
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 December 18, 2024, Meeting Minutes
 - b. **Resolution 25-02:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE TWENTY-FIRST INTERIM AGREEMENT BETWEEN THE NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE AND THE TOWN OF FIRESTONE COLORADO ACTING WITH AND ON BEHALF OF THE FIRESTONE WATER ACTIVITY ENTERPRISE FOR PARTICIPATION IN THE NORTHERN INTEGRATED SUPPLY PROJECT
 - c. **Resolution 25-04:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING PAYMENT OF THE COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY'S INSURANCE PREMIUMS FOR 2025 PROPERTY AND CASUALTY COVERAGE.

* 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.

- d. **Resolution 25-05:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE THREE MILE PLAN FOR THE TOWN OF FIRESTONE, COLORADO
- e. **Resolution 25-06:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE PAYMENT OF THE TOWN'S 2025 EMPLOYEE BENEFITS INSURANCE PREMIUMS

6. Land Development

- a. **PUBLIC HEARING Ordinance 1056:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTER 3 OF TITLE 16 (FIRESTONE DEVELOPMENT CODE) OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO THE REGULATION OF GROUP HOMES
- b. **PUBLIC HEARING Resolution 25-03:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, RATIFYING AND APPROVING THE PLANNING AND ZONING COMMISSION'S ADOPTION OF AN AMENDMENT TO THE TOWN OF FIRESTONE MASTER PLAN

7. Discussion/Action

- a. **Resolution 25-01:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE TOWN OF FIRESTONE AND PLUMMER ASSOCIATES INC

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

9. Reports

- a. Staff
- b. Mayor
- c. Trustees

10. Adjournment

11. Executive Session

* 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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- a.** An executive session pursuant to C.R.S. 24-6-402 (4)(a) for the purchase of water rights and C.R.S. 24-6-402 (4)(e)(I) to develop strategy for negotiations and instructing negotiators regarding the purchase of water rights.
- b.** An executive session pursuant to C.R.S. 24-6-402 (4)(b) for a conference with the Town's Water Counsel for legal advice regarding the Town's membership in the St. Vrain Water Authority.

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

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

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.a

Consent Agenda

Meeting Date: January 8, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Approval of December 18, 2024, Meeting Minutes

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. DRAFT 12-18-2024 BoT Special Meeting Minutes



TOWN OF FIRESTONE
Board of Trustees Special Meeting
MINUTES
December 18, 2024

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Special Meeting on December 18, 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

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 agenda with the following changes:
Move Discussion/Action items h, i, j, and k to become the new items a, b, c, and d under Discussion/Action, shifting all other items down accordingly.
All in Favor, **Motion carried.**

Motion by Trustee Doherty, **second** by Trustee Haney, to Approve the Agenda with the above amendments. All in Favor, **Motion carried.**

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

Dan Woog, a Frederick resident, introduced himself as the new House District 19 representative at the Capitol and welcomed visitors for tours.
Tim Hubach, a Firestone resident, shared that he paints and displays rocks along the St. Vrain Ranch Trail to honor fallen officers.

5. Consent Agenda

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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

- a. Approval of November 20, 2024, Meeting Minutes
- b. **Ordinance 1057**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTION 5.08.100 TASTINGS OF THE FIRESTONE MUNICIPAL CODE
- c. **Resolution 24-111**: A RESOLUTION OF THE BOARD OF TRUSTEES AND THE TOWN OF FIRESTONE, COLORADO, APPROVING A SCHOOL RESOURCE OFFICER PROGRAM BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE CHARTER ACADEMY.
- d. **Resolution 24-114**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE 2025 AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE LONGMONT HUMANE SOCIETY, INC.
- e. **Resolution 24-116**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE INVESTMENT POLICY
- f. **Resolution 24-119**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE WORKING RESERVE POLICY
- g. **Resolution 24-120**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING THE PRESIDING MUNICIPAL COURT JUDGE AGREEMENT

- h. **Resolution 24-121**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND STEPHEN A. JONES FOR LOCAL LIQUOR LICENSE AUTHORITY HEARING OFFICER SERVICES
- i. **Resolution 24-131**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A FINAL PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN BAREFOOT LAKES FILING NO. 7A SUBDIVISION

6. Discussion/Action

- a. **Resolution 24-125**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND LRE WATER, INC.

Motion by Myor Pro Tem Jimenez, **second** by Trustee Byrd, to Approve **Resolution 24-125**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND LRE WATER, INC.

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

- b. **Resolution 24-126**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WESTWATER RESEARCH LLC.

Motion by Trustee Doherty, **second** by Trustee Byrd, to Approve **Resolution 24-126**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WESTWATER RESEARCH LLC.

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

- c. **Resolution 24-127:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS TOWN OF FIRESTONE WATER ACTIVITY ENTERPRISE APPROVING THE FILING OF A WATER COURT APPLICATION FOR CONDITIONAL GROUNDWATER RIGHTS OF ALLUVIAL WELL FIELDS

Motion by Trustee Morton, **second** by Trustee Haney, to Approve **Resolution 24-127:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS TOWN OF FIRESTONE WATER ACTIVITY ENTERPRISE APPROVING THE FILING OF A WATER COURT APPLICATION FOR CONDITIONAL GROUNDWATER RIGHTS OF ALLUVIAL WELL FIELDS

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

- d. **Resolution 24-128:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE AGREEMENT WITH BURNCO COLORADO, LLC

Motion by Trustee Morton, **second** by Trustee Haney, to Approve **Resolution 24-128:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE AGREEMENT WITH BURNCO COLORADO, LLC

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

- e. **Resolution 24-112** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION

CONTRACT BETWEEN THE TOWN OF FIRESTONE AND TLM
CONSTRUCTORS, INC. FOR CONSTRUCTION SERVICES PERTAINING TO
THE WELD COUNTY ROAD 20 AND COAL RIDGE DITCH BRIDGE
REPLACEMENT PROJECT

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Byrd, to Approve **Resolution 24-112** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND TLM CONSTRUCTORS, INC. FOR CONSTRUCTION SERVICES PERTAINING TO THE WELD COUNTY ROAD 20 AND COAL RIDGE DITCH BRIDGE REPLACEMENT PROJECT

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

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

Motion by Trustee Morton, **second** by Trustee Haney, to Approve **Resolution 24-113** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND LUMIN8 TRANSPORTATION TECHNOLOGIES, LLC FOR CONSTRUCTION SERVICES PERTAINING TO THE NEIGHBORS POINT HAWK TRAFFIC SIGNAL PROJECT

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

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

Motion by Trustee Byrd, **second** by Mayor Pro Tem Jimenez, to Approve **Resolution 24-115**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, LEVYING GENERAL PROPERTY TAXES FOR THE 2024 TAX YEAR, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF FIRESTONE, COLORADO FOR THE 2025 FISCAL YEAR

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

- h. **Resolution 24-117**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE DEBT MANAGEMENT POLICY

Motion by Trustee Doherty, **second** by Mayor Pro Tem Jimenez, to Approve **Resolution 24-117**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE DEBT MANAGEMENT POLICY

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

- i. **Resolution 24-118**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE PURCHASING POLICY

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Doherty, to Approve **Resolution 24-118**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE PURCHASING POLICY

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

- j. **Resolution 24-122:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT FOR LEGAL SERVICES BETWEEN THE TOWN OF FIRESTONE AND BROWNSTEIN HYATT FARBER SCHRECK LLP

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Haney, to Approve **Resolution 24-122:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT FOR LEGAL SERVICES BETWEEN THE TOWN OF FIRESTONE AND BROWNSTEIN HYATT FARBER SCHRECK LLP

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

- k. **Resolution 24-123:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND POLICY CONFLUENCE INC

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Byrd, to Approve **Resolution 24-123:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND POLICY CONFLUENCE INC

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

- l. **Resolution 24-129:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE FOURTH AMENDMENT TO THE TOWN MANAGER'S EMPLOYMENT AGREEMENT

Motion by Trustee Doherty, **second** by Trustee Byrd, to Approve **Resolution 24-129:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE FOURTH AMENDMENT TO THE TOWN MANAGER'S EMPLOYMENT AGREEMENT

Roll Call Vote:

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

No: Trustee Holcomb, Trustee Haney

Abstain: None

Motion carried

- m. **Resolution 24-130:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A FINAL PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN COTTONWOOD HOLLOW 4A SUBDIVISION

Motion by Trustee Morton, **second** by Trustee Byrd, to Approve **Resolution 24-130:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A FINAL PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN COTTONWOOD HOLLOW 4A SUBDIVISION

Roll Call Vote:

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

No: Trustee Holcomb

Abstain: None

Motion carried

- n. **Resolution 24-132:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PRESCRIBING THE TOWN OF FIRESTONE'S WATER BASE RATE CHARGES

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Haney, to Approve **Resolution 24-132:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PRESCRIBING THE TOWN OF FIRESTONE'S WATER BASE RATE CHARGES

Roll Call Vote:

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

No: Trustee Holcomb

Abstain: None

Motion carried

- o. Firestone Day at the Capital

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

No members of the public provided comments during the public comment period.

8. **Reports**

a. Staff

8.a.i. October and November Monthly Financial Report

8.a.ii. Community Engagement Manager Update

Presentation by Bobbi Billings, Community Engagement Manager for the Town of Firestone.

8.a.iii. Public Record Requests Administrative Rules (CORA Policy) Update

8.a.iv. Comprehensive Master Plan Update

Update by Todd Bjerkaas, Director of Planning and Development on the Town's Comprehensive Master Plan Update.

b. Mayor

c. Trustees

Trustee Byrd, Traffic concerns with new apartments and Target coming in.

9. Adjournment

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

Consent Agenda

Meeting Date: January 8, 2025

Initiated By: Julie Pasillas

Department: Water & Community Resources

AGENDA ITEM

Resolution 25-02: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE TWENTY-FIRST INTERIM AGREEMENT BETWEEN THE NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE AND THE TOWN OF FIRESTONE COLORADO ACTING WITH AND ON BEHALF OF THE FIRESTONE WATER ACTIVITY ENTERPRISE FOR PARTICIPATION IN THE NORTHERN INTEGRATED SUPPLY PROJECT

RECOMMENDATION

Staff recommends approval of Resolution 25-02, approving the NISP Twenty-First Interim Agreement with Northern Water and fund the payment as requested in the agreement for the Town's participation in NISP.

SUMMARY

The Twenty-First Interim Agreement is to be executed by all NISP participants. The costs associated with the agreement will cover 5 phases in 2025; all are explained below. The Town's 2025 participation cost is \$1,085,500.00.

The First, Second, and Fourth Phases of the Project, and years one through six of the Third Phase, have been completed.

Phase 3A consists of continuing the consulting, permitting, and compliance work associated with NISP. This work will also support public information efforts around NISP and overall Northern Water administration and legal support.

Phase 5 will consist of advancing the Glade Reservoir facility design, necessary geotechnical work, and the final design for the Highway 287 relocation.

Phase 6 involves the following 2025 activities:

- NISP conveyance will continue to be refined including evaluation of Participant flow requirements, pipeline sizing and route refinement, design advancement, and conveyance cost estimating.
- South Platte Water Conservation Project negotiations will be advanced with the affected ditch companies and shareholder cooperative agreements will be developed.
- Land and easement requirements will be more specifically identified and acquired.
- Mitigation plans will continue to be advanced, and time-sensitive mitigation activities may be pursued.

Phase 7 involves the following 2025 activities:

- Project financial planning
- Allotment contract development
- Legal defense of the Army Corps of Engineers 404 permit, and the Larimer County 1041 Permit.

- Potential activities associated with the City of Fort Collins' 1041 permit process.

Phase 8 involves the following 2025 activities:

- Early Pipeline Construction in the Johnstown area.
- Procurement of overhead electric materials for the HW 287 relocation.
- Advancement of the option agreement for the Timnath Inlet Canal.

FINANCIAL CONSIDERATIONS

The Town has budgeted for NISP participation costs of \$1,085,500.00 for 2025, to be paid by the Water Fund.

HISTORY AND PREVIOUS BOARD ACTION

In January 2024, the Board of Trustees approved the Twentieth Interim Agreement between the Northern Colorado Water Conservancy District and the Town of Firestone.

The Town participated in the NISP project under the Central Weld County Water District (CWCWD) umbrella until 2009. At the October 22, 2009, Board meeting, the Board approved a NISP Assignment Agreement negotiated with CWCWD. The agreement allowed the transfer of 1,300 acre-feet (3.25% of the total project) of CWCWD's interest to the Town. Once executed, the Town became a direct participant in the NISP project.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Res No 25-02 NISP Twenty-First Interim Participation Agreement
2. Twenty-First Interim Participation Agreement_NISP - Firestone

RESOLUTION NO. 25-02

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE TWENTY-FIRST INTERIM AGREEMENT BETWEEN THE NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE AND THE TOWN OF FIRESTONE COLORADO ACTING WITH AND ON BEHALF OF THE FIRESTONE WATER ACTIVITY ENTERPRISE FOR PARTICIPATION IN THE NORTHERN INTEGRATED SUPPLY PROJECT

WHEREAS, the Northern Integrated Supply Project Water Activity Enterprise (“NISP Enterprise” or “NISP”) is developing a water project (“Project”) for the purpose of developing a water supply for the beneficial use of the Town of Firestone acting with and on behalf of the Firestone Water Activity Enterprise and other entities; and

WHEREAS, overall Project costs are divided among the entities that participate in the Project; and

WHEREAS, Phases 1, 2 and 4 of the Project have been completed and years one through six of the 3rd Phase, have been completed; and

WHEREAS, it is necessary that NISP pursue years 7 through 20 of the Project (referred to as Phase 3A) which will consist of further consultation, permitting with the U.S. Army Corps of Engineers and other agencies, compliance with the National Environmental Policy Act and other requirements for federal permitting, field work, and analysis for permitting, modeling, and other activities related to designing and permitting the Project; and

WHEREAS, Phase 5 of the Project consists of the Glade Reservoir final design, Highway 287 relocation final design and Construction Manager/General Contractor design involvement, and completion of the Galeton Dam preliminary design; and

WHEREAS, Phase 6 involves continued NISP conveyance delivery refinement, South Platte Water Conservation Project negotiations, land and easement definition and purchase, and potential advancement of time-sensitive mitigation activities; and

WHEREAS, Phase 7 involves the development of a NISP Allotment Contract, financial project planning, legal defense of the Project permits, and overall project administration; and

WHEREAS, it is necessary that NISP pursue Phases 3A, 5, 6, 7 and 8 of the Project at this time in order to be able to complete the Project on the time schedule desired by the participants; and

WHEREAS, pursuing Phases 3A, 5, 6 and 7 of the Project on behalf of the participants will require continued funding from the participants.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE

TOWN OF FIRESTONE, COLORADO:

The Twenty-First Interim Agreement between the Northern Integrated Supply Project Water Activity Enterprise and the Town of Firestone acting with and on behalf of the Firestone Water Activity Enterprise for continued participation in the Northern Integrated Supply Project 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 Twenty-First Interim Agreement on behalf of the Town of Firestone acting with and on behalf of the Firestone Water Activity Enterprise.

INTRODUCED, READ AND ADOPTED this 8th day of January, 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

TWENTY-FIRST INTERIM AGREEMENT WITH THE
NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE,
FOR PARTICIPATION IN THE
NORTHERN INTEGRATED SUPPLY PROJECT

This Agreement is made and entered into as of _____, 20__, by and between the Northern Integrated Supply Project Water Activity Enterprise, a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution, organized pursuant to C.R.S. §§ 37-45.1-101 et seq., owned by the Northern Colorado Water Conservancy District, and whose address is 220 Water Avenue, Berthoud, Colorado 80513 (the "NISP Enterprise"), and the Town of Firestone, a municipal corporation, acting with and on behalf of the Firestone Water Activity Enterprise, a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution, organized pursuant to C.R.S. § 37-45.1-101 et seq., and owned by the Town of Firestone, whose address is 9950 Park Avenue, Firestone, CO 80504, ("Participant").

Recitals

- A. The NISP Enterprise is developing a water project (the "Project") for the purpose of developing a new reliable water supply for the beneficial use of the Participant and other entities.
- B. Overall Project costs will be divided among the entities that participate in the Project.
- C. The First, Second, and Fourth Phases of the Project, and years one through six of the Third Phase, have been completed.
- D. The Third Phase, Years 7 through 20 (hereinafter referred to as "Phase 3A"), will consist of further agency consultation, permitting work with the U.S. Army Corps of Engineers and other agencies, compliance with the National Environmental Policy Act and other requirements for federal permitting, field work, and analysis for permitting, modeling, and other activities related to designing and permitting the Project.
- E. The Fifth Phase of the Project consists of the Glade Reservoir final design, Highway 287 relocation final design and CM/GC design involvement, and completion of the Galeton Dam preliminary design.
- F. The Sixth Phase involves continued NISP conveyance delivery refinement, South Platte Water Conservation Project negotiations, land and easement definition and purchase, and potential advancement of time-sensitive mitigation activities.
- G. The Seventh Phase involves the development of a NISP Allotment Contract, financial project planning, legal defense of the Project permits, and overall project administration.
- H. The Eighth Phase involves early pipeline construction, procurement of electrical materials for the Highway 287 relocation, and advancement of the option agreement for

the Timnath Inlet Canal.

- I. It is necessary that the NISP Enterprise pursue Phases 3A, 5, 6, 7, and 8 of the Project at this time in order to be able to complete the Project on the time schedule desired by the participants.
- J. Pursuing these Phases 3A, 5, 6, 7, and 8 of the Project on behalf of the participants will require continued funding from the participants.

Agreement

- 1. The Participant agrees to participate in Phases 3A, 5, 6, 7, and 8 of the Project, under and pursuant to the terms and conditions of this Agreement. The Participant acknowledges that it shares a common interest in development of the Project and that privileged material may be shared with the Participant from time to time. A description of Phase 3A, Phase 5, Phase 6, Phase 7 and Phase 8 is included in Exhibit A. Participation in this Agreement in no way obligates the Participant to participate in subsequent phases of the Project or to continue involvement in the Project in any manner.
- 2. For the purposes of cost allocation in Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 the cost is based upon the Participant's base requested capacity divided by the total requested base Project yield. The Participant's initial base requested capacity in the Project is 1,300 acre-feet of water yield. Attached hereto as Exhibit B is a table showing the currently anticipated permitted capacity in the Project and the pro rata share of the costs of the Project for 2025 for each Participant. The costs covered by this Agreement shall be separate from costs covered by the NISP Phase I Agreement between the NISP Enterprise and the Participant. The Participant may request a reduction or increase in base requested capacity, which will be implemented by the NISP Enterprise so long as any costs of design, environmental studies, permitting or other matters are paid by the Participant pursuant to its pro-rata cost basis. If a reduction in the Participant's base requested capacity is made, the formula for allocation of costs among the participants shall be changed accordingly so that all participants bear a pro rata share of the Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 costs of the Project after the change based on their final base requested capacities. For purposes of the environmental analysis for the Project, the Participant's permitted capacity in the Project is 1,300 acre-feet of water yield. In the event that the Participant's base requested capacity is increased or decreased, the Participant's permitted capacity shall be increased or decreased in the same percentage as the percentage increase or decrease of the base requested capacity.
- 3. The Participant agrees to provide to the NISP Enterprise funds for its pro rata share of the anticipated 2025 costs necessary for Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 of the Project. The NISP Enterprise estimates that the Participant's pro rata share of the costs of the Project is \$1,085,500 for 2025. The Participant will pay the NISP Enterprise its pro rata share of these 2025 costs on or before February 15, 2025. The NISP Enterprise will invoice the Participant for this payment. These estimated costs will not be

increased or exceeded without the prior written approval of the Participant. Participant funds that are not expended during Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 will be rebated back to each participant pro rata based on each participant's contribution of funds to the Project in Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8.

4. In the event that the Participant fails to make the payment set forth above at the specified time, the NISP Enterprise shall have the right to terminate this Agreement and cease all work on the Project for the benefit of the Participant. The NISP Enterprise shall give the Participant thirty (30) days' advance written notice of its intention to terminate this Agreement and cease work on the Project for the Participant's benefit under this paragraph. The Participant shall have until the end of said 30-day period in which to make all past due payments in full in order to cure its default hereunder. The Participant shall in any event be responsible for its pro rata share of the 2025 costs of Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 of the Project actually incurred by the NISP Enterprise up to the date of termination of this Agreement.
5. The NISP Enterprise agrees to diligently pursue Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 of the Project in good faith to the extent that funds therefor are provided by the Participant under this Agreement and by other participants under similar agreements. By entering into this Agreement and accepting payments from the Participant, the NISP Enterprise does not obligate itself to, nor does the NISP Enterprise warrant that it will, proceed with the Project beyond Phase 8 or that it will construct or operate the Project. At the end of the Eighth Phase, the NISP Enterprise will determine after consultation with the participants whether to proceed with the Project. The NISP Enterprise agrees that, if the participants provide all required funding, if the NISP Enterprise has the ability, and if the Project is feasible and practical, it will pursue the construction and operation of the Project if requested to do so by a sufficient number of participants to fully fund the Project. In the event that the NISP Enterprise decides not to proceed with the Project, it will so notify the Participant and this Agreement will immediately and automatically terminate upon the giving of such notice.
6. In the event of termination of the Project, the Participant shall not be entitled to any return of funds paid to the NISP Enterprise for the Project, unless payments by participants exceed the NISP Enterprise's costs as of the date the Project is terminated, in which case a pro rata refund will be made. In the event of such termination, the Participant shall be entitled to receive copies of any work products developed by the NISP Enterprise or its consultants on behalf of the Participant, and NISP Enterprise Board shall, in its sole discretion: (i) convey to the Participant, as a tenant in common with all other participants who have not been terminated under paragraph 4 above, a pro rata interest in all real and personal property acquired by the NISP Enterprise for the Project with funds provided under this Agreement or similar agreements with other participants; or (ii) disburse to the Participants the proceeds of any sale of assets in proportion to each Participant's Cost Share.
7. The Participant shall have the right to assign this Agreement and the Participant's rights hereunder, with the written consent of the NISP Enterprise, which consent shall not be

unreasonably withheld, to any entity that is eligible to receive water deliverable through the Project and that is financially able to perform this Agreement.

8. In the event that this Agreement is terminated for any reason, the Participant shall not be entitled to any return of any funds paid to the NISP Enterprise for the Project except as provided in Paragraphs 3 and 6 above for those participants who have not been terminated under Paragraph 4 above, and the NISP Enterprise shall have no further obligations to the Participant.
9. Notwithstanding any other provision of this Agreement to the contrary, the Participant's maximum financial obligation under this Agreement shall be the payment of \$1,085,500 set forth in paragraph 3 above. The Participant shall have the right to terminate this Agreement at any time. In the event of such termination, each of the parties hereto shall be immediately released from all obligations recited herein as if this Agreement had not been entered into.
10. In the event that additional costs must be incurred for Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 in 2025, the parties may amend this Agreement in writing to provide for further payment by the Participant of the costs for 2025. However, the Participant is not obligated under this Agreement to pay any costs for Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 beyond the costs stated in paragraph 3 above.
11. This Agreement shall be interpreted under the laws of the State of Colorado. Venue for any disputes concerning this Agreement shall be in the Weld County, Colorado, District Court.
12. Nothing in this Agreement shall be construed to waive the protections and immunities afforded the NISP Enterprise and the Participant under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., and any similar or successor statutes of the State of Colorado.
13. Except for the obligation to pay money, neither party shall be liable to the other party for any delay or inability to perform its obligations hereunder by reason of acts of God, acts of the public enemy, riot, civil commotion, insurrection, acts or failure to act of governmental authorities, war, pandemic, or any other cause or causes beyond the party's reasonable control.
11. This Agreement is the entire agreement between the NISP Enterprise and the Participant regarding participation in Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 of the Project and shall be modified by the parties only by a duly executed written instrument approved by the Participant and the NISP Enterprise's Board of Directors.
12. This Agreement is subject to approval by the NISP Enterprise's Board of Directors and shall become binding on the NISP Enterprise only upon such approval.

THE TOWN OF FIRESTONE, A MUNICIPAL CORPORATION,
ACTING WITH AND ON BEHALF OF THE FIRESTONE WATER ACTIVITY
ENTERPRISE, a government-owned business within the meaning of Article X, §
20(2)(d) of the Colorado Constitution, organized pursuant to C.R.S. § 37-45.1-101 et seq.

By:_____

Name:_____

Title:_____

THE NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY
ENTERPRISE

By:_____

Bradley D. Wind, P.E.
General Manager

EXHIBIT A
DESCRIPTION OF PHASE 3A, PHASE 5, PHASE 6, PHASE 7, and PHASE 8
NORTHERN INTEGRATED SUPPLY PROJECT

Phase 3A consists of a continuation of the permitting work associated with NISP. The work in 2025 will largely be remaining efforts in support of the final 404 permit and Record of Decision, potential minor modification of the 404 permit, mitigation development, and continuation of the Larimer County IGA process. Additionally, there will be work in support of the public information effort for NISP as well as overall Northern Water administration and legal support.

Phase 5 will consist of the Glade Reservoir facility design advancement and necessary geotechnical work and Highway 287 relocation final design.

Phase 6 involves the following additional 2025 activities:

- NISP conveyance will continue to be refined including evaluation of Participant flow requirements, pipeline sizing and route refinement, design advancement, and conveyance cost estimating.
- South Platte Water Conservation Project negotiations will be advanced with the affected ditch companies and shareholder cooperative agreements will be developed.
- Land and easement requirements will be more specifically identified and acquired.
- Mitigation plans will continue to be advanced, and time sensitive mitigation activities may be pursued.

Phase 7 involves the following 2025 activities:

- Project financial planning
- Allotment contract development
- Legal defense of the Army Corps of Engineers 404 permit, and the Larimer County 1041 Permit.
- Potential activities associated with the City of Fort Collins' 1041 permit process.

Phase 8 involves the following 2025 activities:

- Early Pipeline Construction in the Johnstown area.
- Procurement of overhead electric materials for the HW 287 relocation.
- Advancement of the option agreement for of the Timnath Inlet Canal.

EXHIBIT B
PARTICIPANT YIELD AND COSTS
PHASE 3A, PHASE 5, PHASE 6, PHASE 7, and PHASE 8

Northern Integrated Supply Project	Rev. 2.1	11/1/2024	
Final Year 2025 Preconstruction Budget			
Interim Contract 21			
Item	Updated Cost		
Glade Final Design	\$ 5,000,000		
HW 287 Design Activities	\$ 200,000		
HW 287 CMGC	\$ 100,000		
HW 287 Utility Relocation Materials	\$ 1,300,000		
NISP Delivery Pipeline Design	\$ 2,000,000		
County Line Pipeline Early Construction	\$ 8,000,000		
Poudre Inlet Canal Agreement	\$ 800,000		
Poudre Inlet Canal Design	\$ 600,000		
Environment&Mitigation	\$ 4,000,000		
WQ Sample Testing/Studies	\$ 400,000		
Financing Consultant/Bond Counsel	\$ 100,000		
Northern Water Labor	\$ 2,000,000		
Northern Water Indirect	\$ 800,000		
Legal	\$ 700,000		
Communications	\$ 100,000		
Glade State Land Board Land	\$ 6,500,000		
ROW-Land Appraisal/Title/Survey	\$ 200,000		
Pipeline Easements/Property	\$ 3,000,000		
Contingency/Other (10%)	\$ 3,600,000		
Total	\$ 39,400,000		
Approximate Carryover from 2024	\$ 6,000,000		
Total Requested of Participants for 2025	\$ 33,400,000		
	Project Yield	Percent of	2025
Participant	(Acre-ft)	Project	Contribution
Central Weld Co. W.D.	3,500	8.75%	\$ 2,922,500
Dacono	1,250	3.13%	\$ 1,043,750
Firestone	1,300	3.25%	\$ 1,085,500
Frederick	2,600	6.50%	\$ 2,171,000
Eaton	500	1.25%	\$ 417,500
Erie	6,500	16.25%	\$ 5,427,500
Evans	1,200	3.00%	\$ 1,002,000
Fort Collins-Loveland. W.D.	8,100	20.25%	\$ 6,763,500
Fort Lupton	1,050	2.63%	\$ 876,750
Fort Morgan	3,600	9.00%	\$ 3,006,000
Lafayette	1,800	4.50%	\$ 1,503,000
Lefthand W.D.	3,500	8.75%	\$ 2,922,500
Morgan County Q.W.D.	1,300	3.25%	\$ 1,085,500
Severance	500	1.25%	\$ 417,500
Windsor	3,300	8.25%	\$ 2,755,500
Total	40,000	100.00%	\$ 33,400,000

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.c

Consent Agenda

Meeting Date: January 8, 2025

Initiated By: Raelynn Ferrera

Department: Administration

AGENDA ITEM

Resolution 25-04: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING PAYMENT OF THE COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY'S INSURANCE PREMIUMS FOR 2025 PROPERTY AND CASUALTY COVERAGE.

RECOMMENDATION

Approval of Resolution authorizing staff to expend funds

SUMMARY

This resolution will authorize the payment to CIRSA for 2024 insurance premiums for the following Property/Casualty Coverage:

- Property Damage from Mobile Equipment
- Public Officials Errors & Omissions Liability
- Law Enforcement Liability
- General Liability
- Auto Physical Damage
- Auto Liability
- All Risk Property
- Water Line Ruptures / Sewer Back-up

FINANCIAL CONSIDERATIONS

- Property Damage from Mobile Equipment \$1,000.00
- Public Officials Errors & Omissions Liability \$63,370.43
- Law Enforcement Liability \$229,443.86
- General Liability \$27,668.74
- Auto Physical Damage \$40,986.01
- Auto Liability \$26,238.54
- All Risk Property \$53,844.96
- Water Line Ruptures / Sewer Back-up \$1,821.00

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. CIRSA Ins Premium Reso 2025

RESOLUTION NO. 25-04

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, AUTHORIZING PAYMENT OF THE
COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY'S
INSURANCE PREMIUMS FOR 2025 PROPERTY AND CASUALTY
COVERAGE**

WHEREAS, the Colorado Intergovernmental Risk Sharing Agency ("CIRSA") is a municipal self-insurance pool that provides coverage for municipal entities within the state; and

WHEREAS, the Town of Firestone is a CIRSA member and thus responsible for payment of the coverages provided by CIRSA for the Town; and

WHEREAS, the Board of Trustees desires to approve the 2025 premiums for the coverages listed herein.

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

The Board of Trustees authorizes payment to CIRSA for the 2025 premiums for the following coverages: Property Damage from Mobile Equipment, Public Officials Errors & Omissions Liability, Law Enforcement Liability, General Liability, Auto Physical Damage, Auto Liability, All Risk Property, Water Line Ruptures / Sewer Back-up

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

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.d

Consent Agenda

Meeting Date: January 8, 2025

Initiated By: Pam Howard

Department: Planning & Development

AGENDA ITEM

Resolution 25-05: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE THREE MILE PLAN FOR THE TOWN OF FIRESTONE, COLORADO

RECOMMENDATION

Staff recommends that the Board of Trustees approve draft Resolution 25-05, a resolution adopting the Three Mile Plan for the Town of Firestone.

SUMMARY

Approval of the proposed resolution will formally adopt the Three Mile Plan for the Town of Firestone.

Section 31-12-105(1)(e) C.R.S. requires the Town to adopt and update a plan at least annually, which generally describes the location, character, and extent of various public facilities in an area extending three miles beyond the municipal boundaries, prior to completing annexations of land within the three-mile area.

Most Colorado municipalities have relied upon a compilation of various land use plans, procedures, and other documents previously adopted and utilized by the municipality as the "Three Mile Plan." Therefore, a resolution formally designating the compilation of land use plans, procedures, and documents as the "Three Mile Plan" for the Town of Firestone is proposed.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

n/a

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Resolution 25-05

RESOLUTION NO. 25-05

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE THREE MILE PLAN FOR THE TOWN OF FIRESTONE, COLORADO

WHEREAS, pursuant to Section 31-12-105(1)(e), C.R.S. prior to the completion of any annexation within a three-mile area outside of the municipal boundaries of a municipality (“Three Mile Area”), a municipality is required to have in place a plan (“Three Mile Plan”) which generally describes the proposed location, character and extent of certain public facilities, located within the Three Mile Area; and

WHEREAS, the Town of Firestone has enacted, adopted and approved the various plans, documents, ordinances and resolutions (collectively “Plans”) listed on “Exhibit A,” attached hereto and incorporated herein; and

WHEREAS, the Town Board has determined that the Plans, when considered together as a whole, adequately comply with the requirements of state law for the Three Mile Plan for the Town of Firestone; and

WHEREAS, to ensure that future annexations by the Town of Firestone are completed in compliance with the provisions of state law, the Town Board, by this Resolution, desires to formalize its understanding and intention that the Plans serve as the Three Mile Plan for the Town of Firestone.

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

Section 1. The Plans, as described in “Exhibit A,” attached hereto and made a part of this resolution, when considered together as a whole, shall constitute the Three Mile Plan for the Town of Firestone required pursuant to Section 31-12-105(1)(e)(I), C.R.S. (the “Three Mile Plan”).

Section 2. The Three Mile Plan is hereby adopted.

Section 3. The Three Mile Plan shall be reviewed and revised as may be necessary or advisable, and shall be updated annually, and additional plans may be added to the Three Mile Plan from time to time, as they are developed and adopted.

[SIGNATURES ON FOLLOWING PAGE]

INTRODUCED, READ AND ADOPTED this 8th day of January, 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
TOWN OF FIRESTONE THREE MILE AREA PLAN ELEMENTS

Documents as may be amended from time to time:

- Town of Firestone Municipal Code
- Town of Firestone 2013 Master Plan
- Historic Firestone Neighborhood Plan, March 2022
- Town of Firestone Development Code
- Sump Basin Master Drainage Plan
- South Weld I-25 Corridor Master Drainage Plan
- Town of Firestone Design Standards & Construction Specifications for Public Improvements, 2022 Edition
- Town of Firestone Parks Design Criteria Manual
- Town of Firestone Raw Water Irrigation System Master Plan
- Town of Firestone Potable Master Plan
- Ordinance 1033 – Development Impact Fees & Funds
- Town of Firestone Parks, Open Space and Trails Master Plan
- Town of Firestone Transportation Master Plan

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.e

Consent Agenda

Meeting Date: January 8, 2025

Initiated By: Jan Sloat

Department: Human Resources

AGENDA ITEM

Resolution 25-06: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE PAYMENT OF THE TOWN'S 2025 EMPLOYEE BENEFITS INSURANCE PREMIUMS

RECOMMENDATION

Staff recommends approval of Resolution 25-06 for the appropriation of funds to pay Insurance Premiums for 2025 Employee Benefits.

SUMMARY

Resolution 25-06 requests authorization by the Board of the Town's 2025 Employee Benefits Insurance Premiums set forth below.

Cigna - Medical	\$2,183,671.00
Delta - Dental	123,201.00
VSP - Vision	24,092.00
Mutual of Omaha	101,711.00
(includes Group Life and AD&D, Short Term, Long Term Disability, Voluntary Coverage paid by Employees)	
Pinnacol - Workers Compensation	\$169,000.00

FINANCIAL CONSIDERATIONS

Sufficient funds were budgeted in the 2025 budget.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees has approved and appropriated funds annually for Employee Benefits Insurance Premiums as part of the total compensation package for Town employees. The Board of Trustees last approved the Employee Benefits Insurance Premiums on January 10, 2024. Appropriations approved for this purpose were paid to insurance carriers monthly, effective January 1 - December 31, 2024.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. RESOLUTION NO 25-06

RESOLUTION NO. 25-06

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING PAYMENT OF THE TOWN'S 2025 EMPLOYEE BENEFITS
INSURANCE PREMIUMS**

WHEREAS, the Town of Firestone's 2025 budget adopted by the Board of Trustees appropriates funds for the Town's 2025 employee benefits insurance premiums; and

WHEREAS the Board of Trustees desires to specifically authorize such payments.

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 authorizes payment of the Town's employee benefits insurance premiums in the amounts set forth herein below.

Cigna - Medical	\$2,183,671.00
Delta - Dental	\$123,201.00
VSP - Vision	\$24,092.00
Mutual of Omaha	\$101,711.00
(includes Group Life and Accidental Death & Dismemberment, Short Term, Long Term Disability, Voluntary Coverages paid by Employees)	
Pinnacol - Workers Compensation	\$169,000.00

INTRODUCED, READ AND ADOPTED this 8th day of January, 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.a

Land Development

Meeting Date: January 8, 2025

Initiated By: Todd Bjerkaas

Department: Planning & Development

AGENDA ITEM

PUBLIC HEARING Ordinance 1056: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTER 3 OF TITLE 16 (FIRESTONE DEVELOPMENT CODE) OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO THE REGULATION OF GROUP HOMES

RECOMMENDATION

Staff recommends approval of Ordinance 1056.

SUMMARY

Draft Ordinance 1056 amends those portions of the Firestone Development Code (FDC) that regulate residential group homes. The text amendment provides and updates language that is consistent with current Colorado state statutes and case law regarding residential group homes and provides better clarity and consistency of regulations, definitions, and enforcement between sections of the FDC.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

The Planning & Zoning Commission conducted a Public Hearing on December 5th, 2024 and voted 4-0 to adopt Resolution PC-24-06 recommending approval of Ordinance 1056 to the Board of Trustees.

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. Ordinance 1056
2. Resolution PC 24-06 Recommending Approval of Ordinance 1056

ORDINANCE NO. 1056

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTER 3 OF TITLE 16 (FIRESTONE DEVELOPMENT CODE) OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO THE REGULATION OF GROUP HOMES

WHEREAS, Title 16 of the Firestone Municipal Code was enacted to adopt the Firestone Development Code (“FDC”), which establishes comprehensive regulations pertaining to the use and development of land within the Town of Firestone, along with procedures for review and approval of all applications for development activity within the Town, including staff and review board assignments and decision-making responsibilities; and

WHEREAS, Chapter 3 of the FDC currently regulates the zoning of group homes of various types; and

WHEREAS, the Board of Trustees finds that it is permissible under current case law to impose supplemental zoning regulations upon residential group homes that are designed, on the whole, to promote these housing opportunities within the community, by ensuring the owners or operators of these homes are providing accommodations, care and support for their residents’ individualized, disability-related needs, assisting owners and operators in gaining compliance from group home residents, and ensuring that group home owners or operators are complying with their licensing requirements and not operating their homes in unsafe manners or in ways that create public nuisances; and

WHEREAS, the Board of Trustees desires to amend certain provisions of Chapter 3 of the FDC to accomplish this objective and to facilitate the integration of residential group homes into the Town; and

WHEREAS, the Board of Trustees believes these amendments will improve the understanding and administration of the FDC regarding those regulations and their underlying goals; and

WHEREAS, the Board of Trustees finds and declares this ordinance promotes the public health, safety and welfare of the public, including but not limited to its citizens and residents.

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

Section 1. The “Group Home, Residential” use type of the “Group Living” use category row within Table 3-1 (Table of Permitted Uses) of Section 16.3.1 of the Firestone Development Code is repealed in its entirety and reenacted to read as follows:

USE TYPE	RESIDENTIAL				COMMERCIAL				OTHER			Use Standards		
	RR	R-A	R-B	R-C	OTR	NC	RC	LI	OTC	DR	AG	OS	PLI	
Group Home, State-licensed	P	P	P	P	P						P			16.3.2.A.4

Section 2. Section 16.3.2.A.4, “Group Home, Residential,” of the Firestone Municipal Code is repealed in its entirety and reenacted to read as follows:

4. Group homes, state-licensed.

The following requirements apply to all state-licensed group homes, as defined in Section 16.11.3:

- a. *Generally.* All group homes:
 - i. Shall obtain and maintain all required state, county, and local licenses and all other certifications required from any other applicable certifying or regulatory body for occupation and operation.
 - ii. Shall comply with all standards, rules, regulations and policies promulgated and adopted by the applicable state, county, and local licensing authority or other designated certifying or regulatory body.
 - iii. Shall comply with all applicable state statutes, including without limitation all provisions of Art. 80 of Title 27, Colorado Revised Statutes, as amended, and C.R.S. §31-23-303, as amended, and all applicable fire, building and safety codes, as adopted by the Town.
 - iv. *Separation requirements.* No group home within any residential zone district shall be located on an adjacent lot or parcel or within the spacing requirements provided in C.R.S. § 31-23-303(2), as amended.
 - v. *Threats to Public Safety.* As authorized by 42 U.S.C. § 3604(f)(9), no group home shall provide housing to any individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical danger to the property of others.
- b. *Supplemental Standards for Recovery Residences.* The following supplemental standards apply to all residential group homes, as defined in Section 16.11.3, which qualify and receive certification as “recovery residences” pursuant to C.R.S. §27-80-129:
 - i. Meetings or gatherings on-site that are consistent with this Code’s definition of a Family use shall be allowed, however they shall only be for residents, family of residents, and necessary persons required for the support, care and supervision of

the resident persons. This does not permit conducting ministerial activities of any private or public organization or agency or permit types of treatment activities or the rendering of services in a manner substantially inconsistent with the activities otherwise permitted in the particular zoning district.

- ii. No client, resident or occupant of a recovery residence, who has been discharged for possessing alcohol, nonprescription drugs, or illicit drugs or otherwise discharged according to the recovery residence's discharge and transfer policy, shall enter or remain upon the premises of the recovery residence, unless that person has been expressly invited onto or permitted to remain upon the premises by the owner or operator thereof.
- iii. No owner or operator of a recovery residence shall encourage, permit, or allow any individual, including a client:
 - (1) to engage or continue engaging in any criminal activity or other acts in violation of the Firestone Municipal Code occurring on or within the premises; or
 - (2) to use, adapt, or modify all or a part of the premises in any way to conceal or facilitate the commission of any activity that constitutes a felony, misdemeanor, business offense or petty offense under federal, state or municipal law, whether occurring on- or off-premises.
- iv. The owner or operator of a recovery residence shall notify the Director if the recovery residence's Colorado Agency for Recovery Residences ("CARR") certification is revoked, suspended, limited, modified, or denied for any reason, or if the owner or operator has voluntarily surrendered the recovery residence's CARR certification. Written notification shall be provided within (10) days of CARR's action or decision on the certification or the date of surrender
- v. The owner or operator of a recovery residence shall semi-annually (by March 31 and September 30 of each year), and otherwise upon request by the Town, provide a certificate to the Town, in a form provided by the Town, documenting compliance with this section and verifying adherence to all CARR certification and inspection requirements.

Section 3. Section 16.11.3, "Definitions," of the Firestone Municipal Code is hereby amended as follows:

A. The definition of ***Group home, large*** shall be repealed in its entirety and reenacted to read in full as follows:

Group home, large. A group home for nine (9) or more persons who do not live in a Family, according to Section 16.11.3, Family, and who meet this Code's definition of a Group Living use, according to Section 16.11.3, Group Living.

B. The definition of ***Group home, residential*** shall be repealed in its entirety and reenacted to read in full as follows:

Group home, state-licensed. A group home for eight (8) or fewer persons who do not live in a Family, according to Section 16.11.3, Family, but do meet this Code's definition of Group Living, according to Section 16.11.3, Group Living, that either:

1. qualify and receive licensure as a "community residential home" for the exclusive use of persons with intellectual and developmental disabilities pursuant to C.R.S. §§25.5-10-202 and 31-23-303(2)(a), as amended;
2. qualify and receive licensure as a "group home for the aged" pursuant to C.R.S. §31-23-303(2)(b)(II), as amended;
3. qualify and receive licensure as a "group home for persons with behavior or mental health disorders" pursuant to C.R.S. §§27-65-102 and 31-23-303(2)(b.5), as amended; or
4. qualify and receive certification as a "recovery residence" pursuant to C.R.S. §§27-80-129 and 31-23-303(2)(b.5), as amended.

C. The definition of ***Group home, small*** shall be repealed in its entirety and reenacted to read in full as follows:

Group home, small. A group home for eight (8) or fewer persons who do not live in a Family, according to Section 16.11.3, Family, and who do meet this Code's definition of a Group Living use, according to Section 16.11.3, Group Living.

D. The definition of ***Group homes for the aged*** shall be repealed in its entirety.

E. The definition of ***Group homes for the mentally ill*** shall be repealed in its entirety.

Section 4. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision will not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts was declared unconstitutional or invalid.

Section 5. Violations of this ordinance shall be punishable in accordance with Section 1.16.010 of the Municipal Code of the Town of Firestone, Colorado.

Section 6. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED BY
TITLE this __ day of _____, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

FIRESTONE PLANNING & ZONING COMMISSION

RESOLUTION NO. PC-24-06

**A RESOLUTION OF THE FIRESTONE PLANNING & ZONING COMMISSION
RECOMMENDING THAT THE BOARD OF TRUSTEES APPROVE AN ORDINANCE
AMENDING TITLE 16 OF THE FIRESTONE MUNICIPAL CODE**

WHEREAS, a Unified Development Code (“UDC”) has been identified as a critical tool in the implementation of the Town’s updated master plans; and

WHEREAS, the UDC, entitled the Firestone Development Code (“FDC”) establishes land use regulations and promotes orderly development within the Town of Firestone; and

WHEREAS, the FDC is a compilation of development regulations included in zoning, subdivision, and other land use and development related ordinances and regulations; and

WHEREAS, the Town of Firestone identifies a benefit to amend certain provisions of Title 16 to address the efficacy of administering the FDC and to guide the growth and development of the Town; and

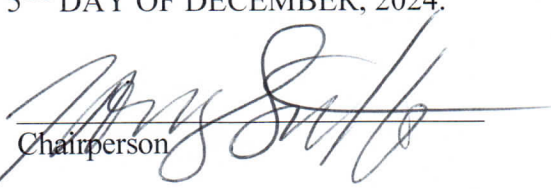
WHEREAS, the Firestone Planning & Zoning Commission has reviewed the draft amendments to the FDC, and considered the merits of these amendments in a public hearing on December 5, 2024; and

WHEREAS, the Firestone Planning and Zoning Commission wishes to make a recommendation to the Board of Trustees regarding the amendments.

NOW, THEREFORE, BE IT RESOLVED BY THE FIRESTONE PLANNING & ZONING COMMISSION:

1. That the Firestone Planning & Zoning Commission recommends approval of an ordinance amending Title 16 of the Firestone Municipal Code as detailed in Exhibit A.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE FIRESTONE PLANNING AND ZONING COMMISSION THE 5TH DAY OF DECEMBER, 2024.


Chairperson

ATTEST:


Secretary



EXHIBIT A

ORDINANCE NO. 1056

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTER 3 OF TITLE 16 (FIRESTONE DEVELOPMENT CODE) OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO THE REGULATION OF GROUP HOMES

WHEREAS, Title 16 of the Firestone Municipal Code was enacted to adopt the Firestone Development Code (“FDC”), which establishes comprehensive regulations pertaining to the use and development of land within the Town of Firestone, along with procedures for review and approval of all applications for development activity within the Town, including staff and review board assignments and decision-making responsibilities; and

WHEREAS, Chapter 3 of the FDC currently regulates the zoning of group homes of various types; and

WHEREAS, the Board of Trustees finds that it is permissible under current case law to impose supplemental zoning regulations upon residential group homes that are designed, on the whole, to promote these housing opportunities within the community, by ensuring the owners or operators of these homes are providing accommodations, care and support for their residents’ individualized, disability-related needs, assisting owners and operators in gaining compliance from group home residents, and ensuring that group home owners or operators are complying with their licensing requirements and not operating their homes in unsafe manners or in ways that create public nuisances; and

WHEREAS, the Board of Trustees desires to amend certain provisions of Chapter 3 of the FDC to accomplish this objective and to facilitate the integration of residential group homes into the Town; and

WHEREAS, the Board of Trustees believes these amendments will improve the understanding and administration of the FDC regarding those regulations and their underlying goals; and

WHEREAS, the Board of Trustees finds and declares this ordinance promotes the public health, safety and welfare of the public, including but not limited to its citizens and residents.

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

Section 1. The “Group Home, Residential” use type of the “Group Living” use category row within Table 3-1 (Table of Permitted Uses) of Section 16.3.1 of the Firestone Development Code is repealed in its entirety and reenacted to read as follows:

USE TYPE	RESIDENTIAL				COMMERCIAL					OTHER			Use Standards	
	RR	R-A	R-B	R-C	OTR	NC	RC	LI	OTC	DR	AG	OS	PLI	
Group Home, State-licensed	P	P	P	P	P						P			16.3.2.A.4

Section 2. Section 16.3.2.A.4, “Group Home, Residential,” of the Firestone Municipal Code is repealed in its entirety and reenacted to read as follows:

4. Group homes, state-licensed.

The following requirements apply to all state-licensed group homes, as defined in Section 16.11.3:

- a. *Generally.* All group homes:
 - i. Shall obtain and maintain all required state, county, and local licenses and all other certifications required from any other applicable certifying or regulatory body for occupation and operation.
 - ii. Shall comply with all standards, rules, regulations and policies promulgated and adopted by the applicable state, county, and local licensing authority or other designated certifying or regulatory body.
 - iii. Shall comply with all applicable state statutes, including without limitation all provisions of Art. 80 of Title 27, Colorado Revised Statutes, as amended, and C.R.S. §31-23-303, as amended, and all applicable fire, building and safety codes, as adopted by the Town.
 - iv. *Separation requirements.* No group home within any residential zone district shall be located on an adjacent lot or parcel or within the spacing requirements provided in C.R.S. § 31-23-303(2), as amended.
 - v. *Threats to Public Safety.* As authorized by 42 U.S.C. § 3604(f)(9), no group home shall provide housing to any individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical danger to the property of others.
- b. *Supplemental Standards for Recovery Residences.* The following supplemental standards apply to all residential group homes, as defined in Section 16.11.3, which qualify and receive certification as “recovery residences” pursuant to C.R.S. §27-80-129:
 - i. Meetings or gatherings on-site that are consistent with this Code’s definition of a Family use shall be allowed, however they shall only be for residents, family of residents, and necessary persons required for the support, care and supervision of

the resident persons. This does not permit conducting ministerial activities of any private or public organization or agency or permit types of treatment activities or the rendering of services in a manner substantially inconsistent with the activities otherwise permitted in the particular zoning district.

- ii. No client, resident or occupant of a recovery residence, who has been discharged for possessing alcohol, nonprescription drugs, or illicit drugs or otherwise discharged according to the recovery residence's discharge and transfer policy, shall enter or remain upon the premises of the recovery residence, unless that person has been expressly invited onto or permitted to remain upon the premises by the owner or operator thereof.
- iii. No owner or operator of a recovery residence shall encourage, permit, or allow any individual, including a client:
 - (1) to engage or continue engaging in any criminal activity or other acts in violation of the Firestone Municipal Code occurring on or within the premises; or
 - (2) to use, adapt, or modify all or a part of the premises in any way to conceal or facilitate the commission of any activity that constitutes a felony, misdemeanor, business offense or petty offense under federal, state or municipal law, whether occurring on- or off-premises.
- iv. The owner or operator of a recovery residence shall notify the Director if the recovery residence's Colorado Agency for Recovery Residences ("CARR") certification is revoked, suspended, limited, modified, or denied for any reason, or if the owner or operator has voluntarily surrendered the recovery residence's CARR certification. Written notification shall be provided within (10) days of CARR's action or decision on the certification or the date of surrender
- v. The owner or operator of a recovery residence shall semi-annually (by March 31 and September 30 of each year), and otherwise upon request by the Town, provide a certificate to the Town, in a form provided by the Town, documenting compliance with this section and verifying adherence to all CARR certification and inspection requirements.

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Section 4. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision will not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts was declared unconstitutional or invalid.

Section 5. Violations of this ordinance shall be punishable in accordance with Section 1.16.010 of the Municipal Code of the Town of Firestone, Colorado.

Section 6. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED BY
TITLE this __ day of _____, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.b

Land Development

Meeting Date: January 8, 2025

Initiated By: Todd Bjerkaas

Department: Planning & Development

AGENDA ITEM

PUBLIC HEARING Resolution 25-03: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, RATIFYING AND APPROVING THE PLANNING AND ZONING COMMISSION'S ADOPTION OF AN AMENDMENT TO THE TOWN OF FIRESTONE MASTER PLAN

RECOMMENDATION

Staff recommends approval of Resolution 25-03.

SUMMARY

Resolution 25-03 ratifies and approves the Planning and Zoning Commission's adoption of the Amendment to the 2013 Town of Firestone Master Plan pertaining to land uses for Central Park. Since the purchase of the 252-acre Central Park in 2005, the Town of Firestone has established varying iterations for the vision of Central Park. In 2020, the Parks Open Space & Trails Master Plan adopted Central Park as the #1 priority in the plan. In 2021, a series of eight master plan community meetings were held leading to the current master plan effort which incorporated further public engagement in conjunction with financing and feasibility studies, development alternatives, and an actionable plan. Through this process, Central Park is planned to be a mixed-use campus incorporating community and regional amenities identified in six planning areas: Civic, Sports Field Complex, Active Outdoor, Naturalized Area, Mixed Use, and Gateway. The Amendment to the 2013 Master Plan provides for consistency with the current master plan for Central Park.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

The Planning & Zoning Commission conducted the Public Hearing for the Amendment to the 2013 Master Plan on December 5th, 2024 and voted 4-0 to approve Resolution PC-24-07 adopting the master plan amendment.

BOARD STRATEGIC PLAN IMPACT

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

- Design and Promote Livable Neighborhoods & Homes

ATTACHMENTS

1. Amendment to 2013 Master Plan - Pages 27-29
2. Existing 2013 Master Plan - Pages 27-29
3. Resolution PC 24-07 Approving an Amendment to the Town of Firestone Master Plan
4. Resolution 25-03 Ratification of Amendment to Town Master Plan



CIVIC

Municipal Center

Existing municipal uses include the Town of Firestone's Town Hall and the Police Department and Municipal Court Building. In addition to the municipal departments and operations conducted within, each building provides community meeting spaces.

Library

The High Plains Library District selected Firestone Central Park as the site of a regional library which opened in 2008.

Central Plaza & Amphitheater

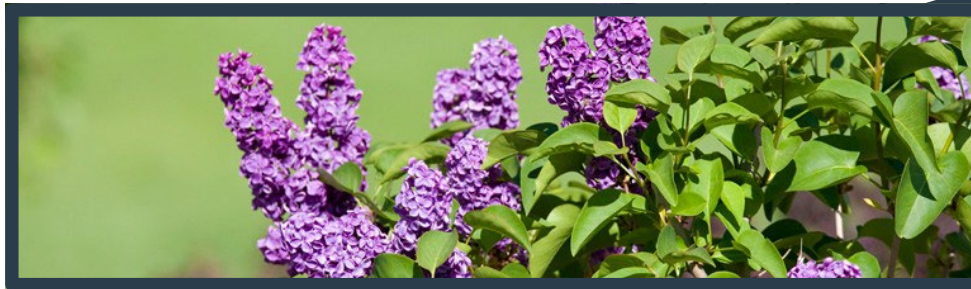
A central plaza and amphitheater was identified as a preferred amenity within the Civic area and would provide a large outdoor gathering space which may be programmed for community events.

Educational Facility

A primary education facility has been identified as a potential complementary civic use within close proximity of the library, Town Hall, and open space and recreational opportunities of Central Park.

Mixed Use

In order to provide structure and activities around the central plaza, mixed-use buildings and spaces may be located within the Civic planning area.



SPORTS FIELD COMPLEX

Active Recreation Fields and Facilities

Active multi-use fields (ex. soccer, lacrosse, baseball, etc.), court facilities (ex. tennis, pickleball, basketball, etc.), indoor recreational facilities, and support buildings and uses would accommodate events at the local, regional, and national levels. Outdoor facilities may be lit for extended use with lights shielded, directed, and distanced from residential to the north. Views to the west will be preserved and emphasized within the design. A sports stadium may be a destination with proximity and access to the Sports Field Complex, Mixed-Use, and Civic planning areas.

LAND USE

12.11 Central Park

Since the purchase of the 252-acre Central Park in 2005, the Town of Firestone has established varying iterations for the vision of Central Park. In 2020, the Parks Open Space & Trails Master Plan adopted Central Park as the #1 priority in the plan. In 2021, a series of eight master plan community meetings were held leading to the current master plan effort which incorporated further public engagement in conjunction with financing and feasibility studies, development alternatives, and an Actionable Plan. Through this process, Central Park is planned to be a mixed-use campus incorporating community and regional amenities. The following information summarizes the existing and planned facilities in six planning areas of Central Park:

- Civic
- Sports Field Complex
- Active Outdoor
- Naturalized Area
- Mixed Use
- Gateway



LAND USE

ACTIVE OUTDOOR

Leash Free Dog Park

A leash free dog park was constructed within Central Park in 2023.

Free Play Areas

Numerous active areas including various types of playground areas, shelters, benches, disc golf, flexible greens, and gathering spaces are planned to be located throughout the Park. These facilities and play areas will all be connected by a pedestrian trail system.

NATURALIZED AREA

Sledding Hill

A hill for sledding and tubing activities incorporated into open space and trails system.

MIXED USE

Land Uses

The mixed-use area shall provide a variety of uses that activate the park including family entertainment and tourism, sports tourism, hospitality, dining, services, and residential.

GATEWAY

Land Uses

The gateway area will provide a transition from Colorado Boulevard, across the Firestone Trail, and into the primary planning areas within the park. Transitional uses may include passive uses such as open space and trails and active uses such as food trucks, commercial services, and waterpark recreation.

GENERAL

Internal Street System

A primary internal street system has been identified to conveniently and comfortably provide access to all the key facilities on the site. Secondary streets will be added to provide specific direct access to specific areas.

Views

Building design and location shall use the site's natural topography and descent to the west to preserve, enhance, and frame mountain views to the west.

Flexibility

Although the Central Park master plan identifies distinct planning areas, the plan's intent is to provide flexibility within and between each planning area in support of the overall intent and function of Central Park vision.



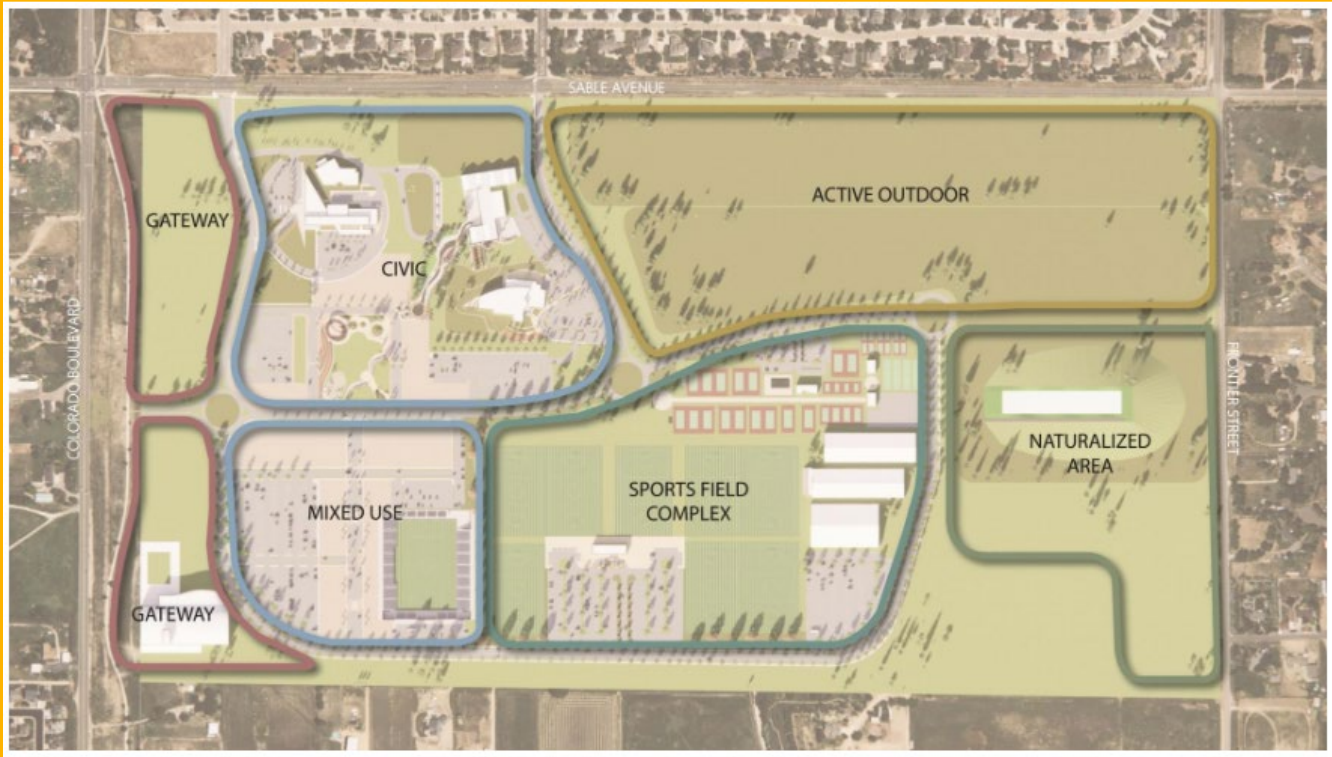


Figure 21: Central Park





Recreation Center

A full service recreation center is planned that would include indoor swimming, water activities, basketball, exercise rooms, running, skating and ice hockey.

Planetarium and Observatory

Planetarium and observatory facilities are planned for Central Park.

Internal Street System

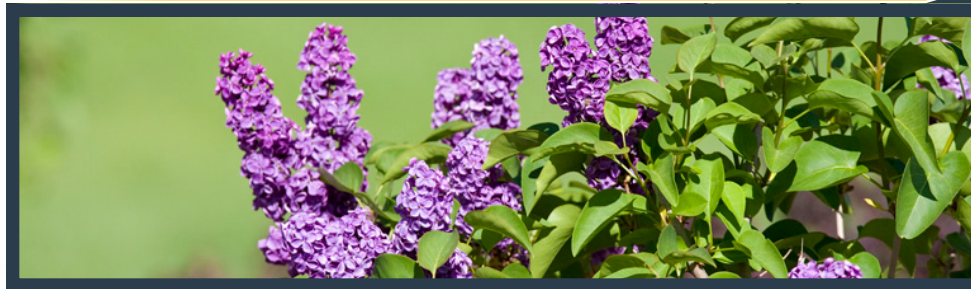
A primary internal street system has been identified to conveniently and comfortably provide access to all the key facilities on the site. Secondary streets will be added to provide specific direct access to unique areas.

Library

The High Plains Library District selected Firestone Central Park as the site of its new regional library, which opened in 2008.

Botanical Garden and Garden Center

A botanical garden would provide for both native and introduced plant materials. This area would have numerous trails and seating areas, all with great views of the mountains. A specific area is anticipated to be informative to visitors who may be looking for examples of appropriate plants for local yards and gardens. A garden center facility is planned to provide a facility for public education for gardening and horticulture.



Cultural and Community Center

A cultural center has been identified as a key facility for the performing arts and other community activities. This facility will provide for cultural events and provide for a variety of community activities. A museum is planned to be located in a portion of the building. The museum is intended to focus on local history.

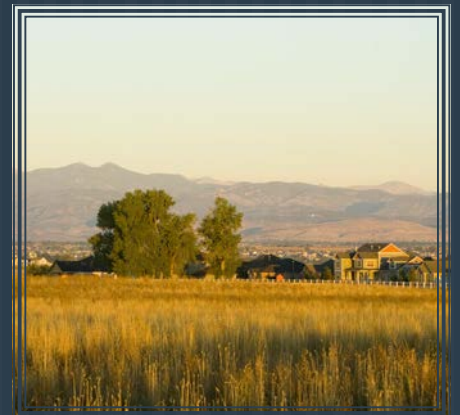
Municipal Center

The facility will be the location of Firestone staff, public service center and meeting facility. Architectural plans were completed for the building in 2009. The materials selected with this design will serve as the main materials and color palette for other Town buildings in Central Park. The building has been designed to qualify as a LEEDs certified building.

LAND USE

12.11 Central Park and Other Public Facilities

The Firestone Board of Trustees, Planning Commission, and Parks, Trails and Recreation Advisory Board have worked diligently with public input to refine the overall master plan for Firestone's 272-acre Central Park, which was acquired by the Town in 2005. Central Park has been planned to be a world-class campus that inspires national and international recognition as a civic, cultural and community center. An Amended Preliminary Development Plan for the Park was approved in 2009. Specific focus has been on architectural styles and themes for building and park amenities. The following information summarizes some of the existing and planned facilities in Central Park:



LAND USE

Lakes, Streams and Water Features

A lake, named Kugel Lake, is planned to be a significant water feature for the property. Additional small accent streams, fountain and other water features are also being considered. The lake is planned to include a swimming beach area, which will incorporate a sand volleyball area for summer use.

Active Areas

Numerous active areas, including various types of playground areas, are planned to be located throughout the Park. These facilities and play areas will all be connected by a pedestrian trail system.

Leash Free Dog Park

A leash free dog park is planned for the area along the southern portion of Central Park.

Active Recreation Fields and Facilities

Active soccer, football, baseball, lighted tennis courts and other facilities. These fields and facilities would be located generally east of the ridge that runs north and south.

Sledding Hill

A sledding hill for winter sledding and tubing activities. This area will also provide for summer play activities. The contours of the hill are planned to blend into the existing topography to create a natural and aesthetically pleasing appearance. The sledding hill has already been started in the northeast portion of Central Park.

Amphitheater

An amphitheater for events, classes, presentations.

Swimming Pools

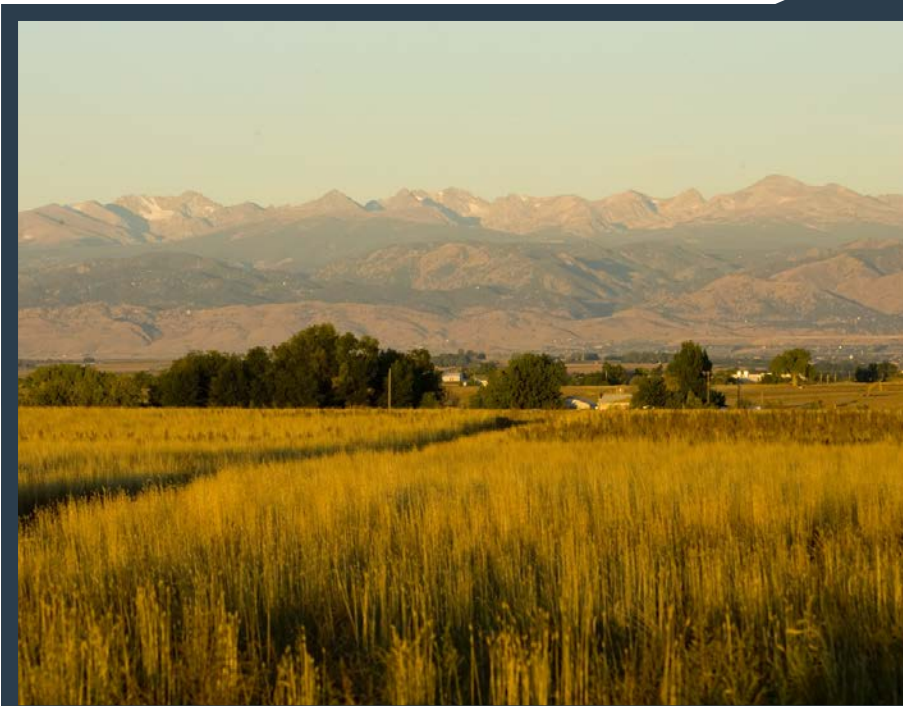
At least one outdoor swimming pool is desired for Central Park. However, because of the operational costs of such a facility, the feasibility of such an outdoor swimming pool will need to be further evaluated.

Sable Avenue Realignment

The Central Park Preliminary Development Plan provides for the ultimate re-alignment of Sable Avenue further away from the St. Vrain Ranch subdivision and is designed as a curvilinear boulevard.



Figure 21: Central Park



FIRESTONE PLANNING AND ZONING COMMISSION

RESOLUTION NO. PC-24-07

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO THE TOWN OF FIRESTONE MASTER PLAN

WHEREAS, the Town, acting through its Planning and Zoning Commission, is empowered pursuant to C.R.S. §§ 31-23-201, *et seq.*, to adopt and amend a master or comprehensive plan and one or more community plans to guide current and future growth and development of the municipality; and

WHEREAS, community stakeholders, citizens, property owners, elected officials, staff from the Town of Firestone (“Town”), and the Town’s consultants have engaged in a rigorous, comprehensive, inclusive, transparent and collaborative planning process regarding a master plan for Central Park which has resulted in the Amendment to the 2013 Town of Firestone Master Plan (the “Plan”), attached hereto as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, concepts and preferred alternatives of the master plan for Central Park have been made available on the Town’s website and in public work sessions and the public has been given the opportunity for review and comment; and

WHEREAS, in accordance with C.R.S. § 31-23-208, the Firestone Planning and Zoning Commission, at its meeting held on December 5, 2024, conducted a public hearing on the Plan, following the publication of notice as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FIRESTONE, COLORADO:

Section 1. The Amendment to the 2013 Town of Firestone Master Plan attached hereto as **Exhibit A** is hereby adopted by the Planning and Zoning Commission. Copies of the Amendment to the 2013 Town of Firestone Master Plan have been and will be made available for public inspection at the Firestone Town Hall, 9950 Park Avenue, Firestone, CO 80504, during regular business hours. The Amendment to the 2013 Town of Firestone Master Plan expressly includes a map and descriptive matter intended by the Commission to form the whole of the Amendment to the 2013 Town of Firestone Master Plan.

Section 2. In accordance with C.R.S. § 31-23-208, this Resolution, when attached to the Amendment to the 2013 Town of Firestone Master Plan, shall serve to document the Amendment to the 2013 Town of Firestone Master Plan’s approval by the Planning and Zoning Commission.

Section 3. Following ratification and approval of the Amendment to the 2013 Town of Firestone Master Plan by the Board of Trustees as required by C.R.S. § 31-23-206(1), the Town Manager shall cause to be sent a certified and attested copy of the Amendment to the 2013 Town of Firestone Master Plan to the Board of County Commissioners of Weld County. Attachment by

the Town Manager of a certified copy of this Resolution and a copy of the Board of Trustees resolution ratifying the Amendment to the 2013 Town of Firestone Master Plan shall constitute certification and attestation of the Amendment to the 2013 Town of Firestone Master Plan.

PASSED AND ADOPTED this 5th day of December, 2024.

ATTEST:

A. Carranco
Secretary



[Signature]
Chairperson

EXHIBIT A
Amendment to the 2013 Town of Firestone Master Plan



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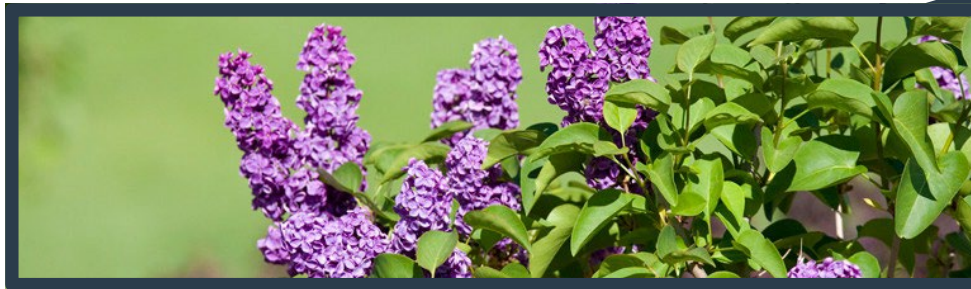
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Building design and location shall use the site's natural topography and descent to the west to preserve, enhance, and frame mountain views to the west.

Flexibility

Although the Central Park master plan identifies distinct planning areas, the plan's intent is to provide flexibility within and between each planning area in support of the overall intent and function of Central Park vision.



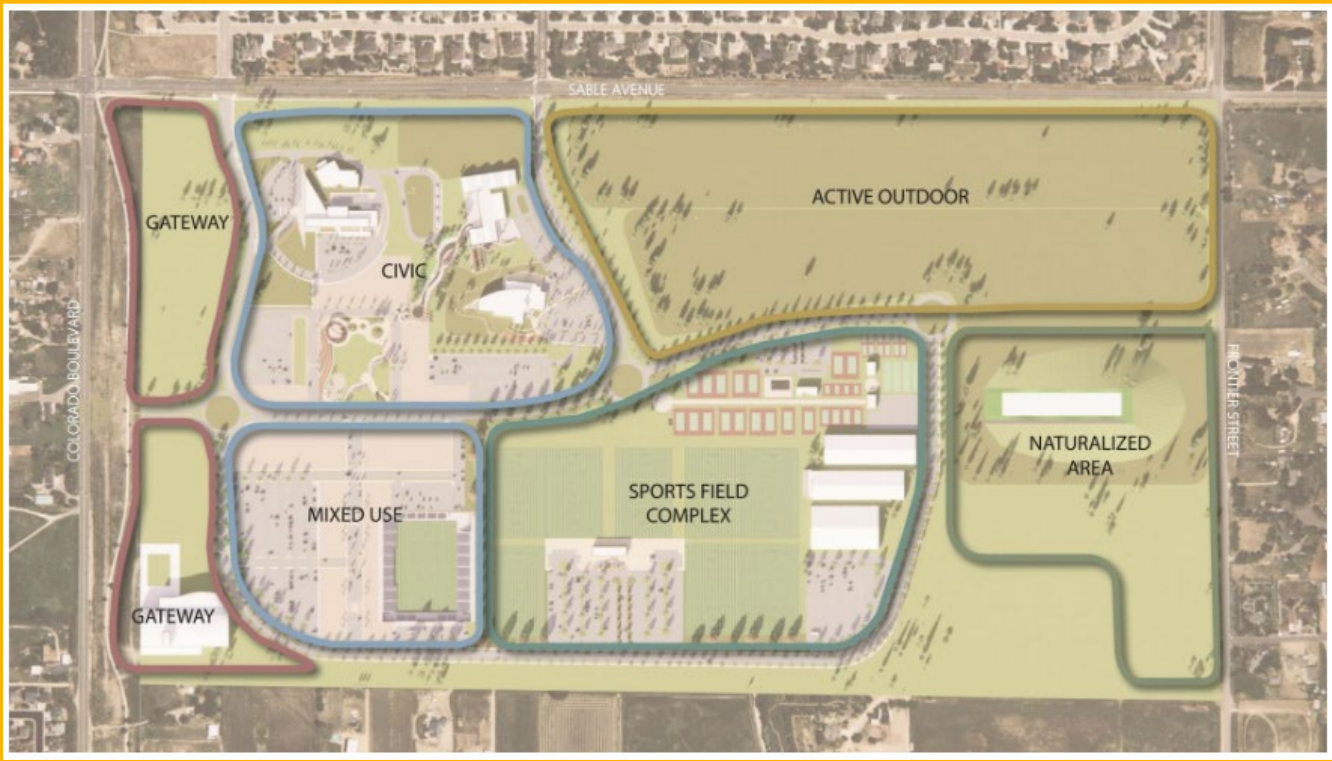


Figure 21: Central Park



RESOLUTION NO. 25-03

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, RATIFYING AND APPROVING THE PLANNING AND ZONING COMMISSION'S ADOPTION OF AN AMENDMENT TO THE TOWN OF FIRESTONE MASTER PLAN

WHEREAS, the Town, acting through its Planning and Zoning Commission, is empowered pursuant to C.R.S. §§ 31-23-201, *et seq.*, to make, adopt, amend or supplement a master or comprehensive plan and one or more community plans to guide current and future growth and development of the municipality; and

WHEREAS, community stakeholders, citizens, property owners, elected officials, staff from the Town of Firestone ("Town"), and the Town's consultants have engaged in a rigorous, comprehensive, inclusive, transparent and collaborative planning process regarding a master plan for Central Park which has resulted in the Amendment to the 2013 Town of Firestone Master Plan (the "Plan"), attached hereto as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, concepts and preferred alternatives of the master plan for Central Park have been made available on the Town's website and in public work sessions and the public has been given the opportunity for review and comment; and

WHEREAS, in accordance with C.R.S. § 31-23-208, the Firestone Planning and Zoning Commission, at its meeting held on December 5, 2024, conducted a public hearing on the Plan, following the publication of notice as required by law; and

WHEREAS, following the conclusion of the duly noticed public hearing conducted on December 5, 2024, the Planning and Zoning Commission adopted the Plan; and

WHEREAS, pursuant to and in accordance with the authority set forth in C.R.S. § 31-23-206(1), the Board of Trustees desires to ratify and approve the Planning and Zoning Commission's adoption of the Plan.

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

The Board of Trustees hereby ratifies and approves the decision of the Planning and Zoning Commission adopting the Amendment to the 2013 Town of Firestone Master Plan, attached hereto as **Exhibit A**, as more particularly set forth in Resolution No. PC-24-07.

PASSED AND ADOPTED this 8th day of January, 2025

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Amendment to the 2013 Town of Firestone Master Plan

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.a

Discussion/Action

Meeting Date: January 8, 2025

Initiated By: Dave Lindsay

Department: Water & Community Resources

AGENDA ITEM

Resolution 25-01: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE TOWN OF FIRESTONE AND PLUMMER ASSOCIATES INC

RECOMMENDATION

Approval of Resolution authorizing execution of the professional services agreement with Plummer Associates, Inc.

SUMMARY

This Agreement is for Plummer Associates, Inc. to provide design services for the water treatment plant expansion to expand the plant capacity to 5.0 MGD.

The Town has projected its growth through 2035 in its water service area and determined that it will require more treated water capacity from the St. Vrain Water Treatment Plant. Plummer was the design lead for the existing water treatment plant and was the construction engineer during the facility's construction. Their institutional knowledge of the facility makes them a uniquely efficient choice for the expansion design.

In the proposal that they have prepared, they show that they have been able to retain their key engineering staff from the original project to this expansion design team. Similarly, they reassembled the primary sub-consultants from the original project for this expansion design effort. The scope of services includes the tasks and professionals needed to prepare final bidding and construction documents. The expansion design is expected to begin in February and will be completed in 2026.

FINANCIAL CONSIDERATIONS

The contract amount is not to exceed \$1,718,566.00 and will be paid from the Water Fund.

HISTORY AND PREVIOUS BOARD ACTION

Firestone entered into a design services agreement with FEI Engineers, Inc. that became effective on January 1, 2019 for the design of the St Vrain Water Treatment Facility. FEI was later acquired by Plummer Associates, Inc.

On December 11, 2019, Firestone entered into an engineering services agreement with Plummer Associates, Inc. that included the completion of the design of the St Vrain Water Treatment Plant and construction engineering services for the construction of the water treatment plant.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Res 25-01 Plummer Design Services Resolution
2. W2023-9552.01 St Vrain WTP Expansion to 5 MGD Design (Plummer 2024.12.20)
3. WTP Expansion Plan

RESOLUTION NO. 25-01

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING AN AGREEMENT FOR
PROFESSIONAL SERVICES BETWEEN THE TOWN OF FIRESTONE
AND PLUMMER ASSOCIATES INC**

WHEREAS, the Town of Firestone ("Town") is in need of professional design service for the expansion of its Water Treatment Plant; and

WHEREAS, Plummer Associates Inc ("Plummer") having provided the design services for the Town's existing Water Treatment Plant is uniquely qualified to provide the design services for the expansion of the Water Treatment Plant; and

WHEREAS, during the course of its services Plummer took on additional project duties such as construction management, site observation and technical support; and

WHEREAS, given Plummer's extensive experience, knowledge and expertise regarding the design, construction and operation of the Town's Water Treatment Plant it is in the Town's best interest to have Plummer perform the design services for the expansion of the Water Treatment Plant

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

The Professional Services Agreement for design services for expansion of the Town's Water treatment Plant between the Town of Firestone and Plummer Associates 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 8th day of January, 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr. Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2025 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and **Plummer Associates, Inc.**, an independent Contractor with a principal place of business at 1320 South University Drive, Suite 300, Fort Worth, TX 76107 ("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 **St Vrain WTP Expansion to 5 MGD Design (W2023-9552.01)**
- 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 for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed \$1,718,566.00. 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 represents 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.
- M. Dispute Resolution: For the resolution of any dispute arising hereunder that cannot be resolved through negotiation between the parties, the Town and the Consultant agree that the dispute shall be submitted to nonbinding mediation prior to either party resorting to litigation. Mediation costs shall be borne equally by the parties. Notwithstanding the foregoing, nonbinding mediation shall not be required for determinations of liability or fault pursuant to 'Section VIII Indemnification' of this Agreement. Any dispute not resolved through negotiation or mediation shall be resolved in the District Court of Weld County of the State of Colorado, and in no other court.

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

TOWN OF FIRESTONE, COLORADO

ATTEST:

Don Conyac Jr. Mayor

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

PLUMMER ASSOCIATES, INC

By: _____

EXHIBIT A
SCOPE OF SERVICES

(see attached 19 pages)



PLUMMER

December 17, 2024

Town of Firestone
Julie Pasillas, Director of Water and Community Resources
9950 Park Ave,
Firestone, CO 80504

TRANSMITTED VIA EMAIL (NO HARD COPY WILL FOLLOW):

jpasillas@firestoneco.gov

dlindsay@ccginc.us

**RE: Professional Engineering Services Proposal – Planning and Design Phase Services for the
St. Vrain Water Treatment Plant (SVWTP) Phase 2 Expansion
Plummer Project #4129-002-01**

Dear Julie Pasillas:

Thank you for the opportunity to submit our professional engineering services proposal to the Town of Firestone (Town of Firestone) for the design of the St. Vrain Water Treatment Plant (SVWTP) Phase 2 Expansion project. We value the relationship built during design and construction of the SVWTP Phase I project and look forward to the opportunity to work with your Staff to complete the project's next expansion phase.

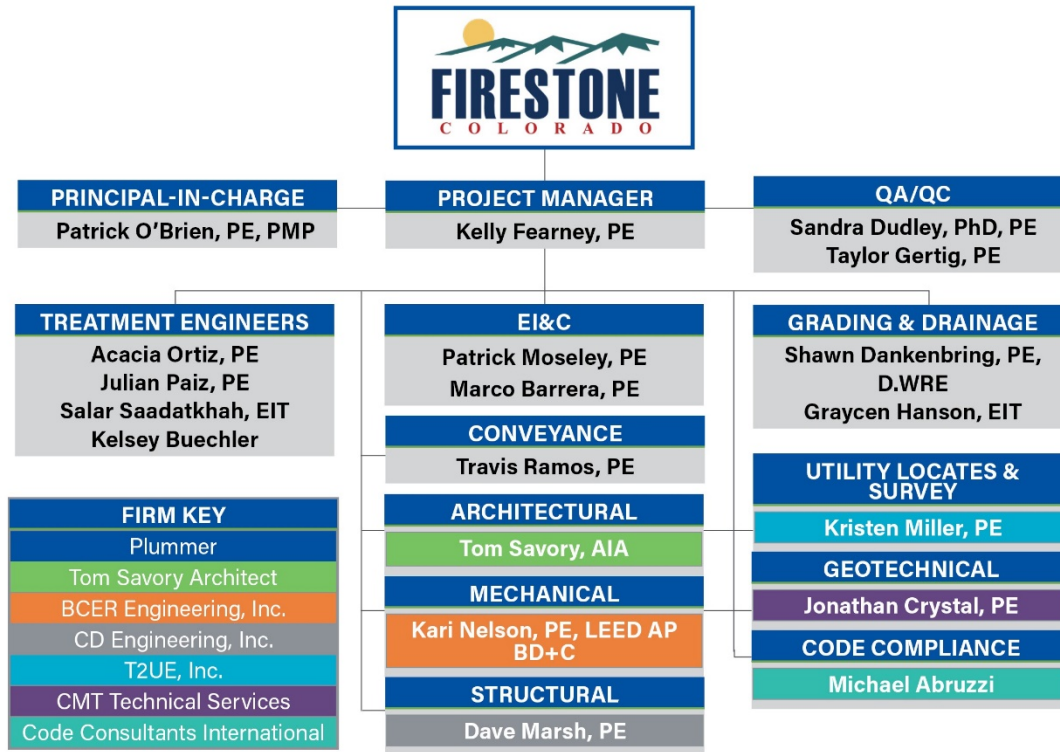
PROJECT OBJECTIVE

The objective is to expand the existing facility from 1.5 to 5 MGD.

PROJECT TEAM

The project team is largely the same as the team that performed the Phase 1 Design, Construction Observation, and Construction Administration purposes. From Plummer, this includes Kelly Fearney as Project Manager, Julian Paiz as Lead Engineer, Acacia Ortiz as Assistant Project Manager and Design Engineer and Patrick O'Brien as the Principal-in-Charge. Our primary subconsultants are the same with the addition of Code Compliance International to assist with review of building, electrical and fire code compliance. An organizational chart is included on the following page.

ORGANIZATIONAL CHART



PROJECT UNDERSTANDING

Plummer designed Phase 1 of the plant with a firm 1.5 MGD capacity and with two expansion possibilities in mind; expansion to 2.25 MGD within the existing footprint and expansion to 5 MGD with an approximate 10,000-sf building expansion. Firestone desires planning and design of the 5 MGD expansion with flexibility in construction phasing and scope. The project will be constructed utilizing the Construction Manager at Risk (CMAR) delivery method.

It is assumed that the 5 MGD expansion will incorporate the following major improvements:

- Additional 10,000-sf pre-engineered metal building (PEMB).
- Mirror image of the flocculation and sedimentation pre-treatment train.
- Installation of four (4) additional UF skids and the associated UF feed pumps (within existing building footprint).
- Addition of up to four (4) new low pressure RO feed pumps above the existing or an expanded interstage basin.
- Membrane infill of the three (3) existing RO skids.
- Multiple additional RO skids.
- Additional raw water and finished water, above ground storage tanks.
- Improvements to access roads, including a northern access road to the deep well injection site.
- Grading and drainage improvements to accommodate the expansion and proposed access road.

The following areas are excluded from the Phase 2 expansion design because Phase I configuration does not require additional work:

- Office, conference room, laboratory, and control room area.
- Chemical storage rooms footprints.
- Calcite contactor storage building.
- Backwash recycle pond.
- Clearwell.
- Deep well injection site.

The following project aspects will be evaluated and may be included in the expansion design:

- Additional calcite contactors.
- Additional geotube dewatering beds.
- Expansion of the backup/emergency power generation system.
- Improvements to chemical storage, such as bulk storage tanks in the existing chemical room footprints.
- Addition of chemical handling lift system to allow for easier unloading of drums and totes at the overhead door locations into the chemical storage room.
- Upgrade the gas chlorine 150-lbs cylinder storage to 1-ton cylinders with installation of a scrubber.
- Miscellaneous appurtenances such as air compressors, instrumentation, automatic valves, etc.
- Expansion of the interstage basin to accommodate additional low pressure RO feed pumps.

Below is a summary of our proposed scope of services, project schedule, and fee estimate.

PROJECT WORK PLAN

TASK 1: PROJECT KICK-OFF, MANAGEMENT, AND QC:

A draft Project Management Plan will be developed upon receiving a signed Agreement. The draft Project Management Plan will include: the scope, budget, schedule, work breakdown structure (project team structure and responsibilities), expectations of the Town, identify team members, a stakeholder management plan, risk management plan, and a quality assurance/quality control plan.

We will conduct a kick-off meeting to review the draft Project Management Plan; Town staff will have the opportunity to provide input regarding the goals and objectives for the project. This meeting will be used to finalize the project schedule, task priorities, and identify the lines of communication. Additional items to be addressed include:

- Discuss the project approach, items critical to the successful execution of the project, and related potential issues.
- Discuss potential constraints, problems, and issues that maybe impact the project, and review solutions.

Project management will occur throughout the project with monthly invoicing sent to the client. The project manager will be responsible for managing scope, budget, and schedule and communicating any deviations to the client.

Plummer's senior level staff will be responsible for providing quality assurance and quality control reviews of all deliverables (excluding meeting agendas and notes).

Deliverables: Plummer will provide a Project Management Plan at the project kick-off. For each monthly meeting, we will email a meeting agenda and supporting documents before the meeting; Plummer will email meeting notes within one week after the meeting concludes.

Meetings: Plummer will conduct one kick-off meeting. During the project duration, Plummer will conduct monthly virtual meetings with the client. When monthly meetings are proximal to other project phase milestone meetings, Plummer and the Town may wish to cancel the monthly meeting. Plummer has planned for up to 8 in-person meetings throughout the project duration.

We will email meeting agendas and supporting documents a minimum of two working days before the meeting; and prepare and email meeting notes within one week after the meeting concludes.

TASK 2: PROJECT PLANNING PHASE

Plummer will perform a planning level evaluation of the improvements needed to expand capacity to 5 MGD.

1. Flexibility and Flow Split: Plummer will evaluate design options for treating two parallel raw water sources. For example, if future sources are lower in TDS and lower in bromide, the RO system could be bypassed. Plummer will develop a schematic, planning level design for keeping two source waters separated through the treatment processes up until the clearwell, where the sources would then combine.
2. Chemical Handling and Storage: Plummer will revisit the chemical storage systems and determine which areas should be converted from drums or totes to bulk chemical storage.
3. Chlorine Storage Evaluation: Plummer will provide an evaluation of utilizing chlorine gas, liquid sodium hypochlorite, or on-site generation for chlorine disinfection. The evaluation will include schematic equipment and storage tank sizing, advantages, and disadvantages for each option. Plummer will determine necessary design aspects for expanding the existing chlorine gas storage. The analysis will help evaluate the best option for chlorine storage. Currently it is assumed that the use of chlorine gas will remain with potential upgrade to storage of ton cylinders. This evaluation will justify the design decision.
4. Redundancy: Plummer will review the entire plant for redundancy and shelf-spares to determine where additional, partial, or full redundancy is warranted.
5. Water Quality, CECs, Treatability: Plummer will review water quality of potential new sources and ability to meet current and potential future regulations such as Contaminants of Emerging Concern (CECs). Plummer will summarize water quality constituents of concern, potential future regulation timelines, and currently known technologies for treating these CECs.
6. Back-up / Emergency Power: Plummer will review the existing generator capacity, its ability to serve Phase 2, and the ability to serve the deep well injection site. The ability to utilize the existing generator with strategic power sequencing will be determined.
7. Reverse Osmosis: Plummer will evaluate RO treatment options and model expansion of the RO system to determine an optimal expansion configuration. Plummer will also evaluate the need and ability to expand the calcite contractor system.
8. Improvements Concept: Based on the findings of the project planning, Plummer will develop a wholistic concept approach for improvement and expansion of the WTP to carry forward into the design phase. Plummer will develop a Class V Opinion of Probable Costs for the proposed improvements to help facilitate conversations regarding project funding.

Deliverables: Plummer will provide a draft Facility Expansion Technical Memorandum (TM) for client review and a final Technical Memorandum incorporating client comments.

Meetings: Plummer has planned for monthly virtual meetings and one in-person meeting with Town staff to review the draft TM.

TASK 3: UTILITY LOCATES, SITE SURVEY, AND GEOTECHNICAL RECOMMENDATIONS

Plummer will coordinate subconsultants to perform utility locates across the entire property and with a particular focus on duct banks in the vicinity of the storage tanks and pump station, and underground utilities around the calcite contractors. After utility locates, an entire site survey will be performed.

The Phase 1 as-built plans and Record Set will be used to facilitate this work. The final site survey will create a new, clean base file for use in the design of Phase 2.

Plummer will coordinate with CMT to update/amend/expand upon the Phase 1 geotechnical investigation and recommendations to make geotechnical recommendations for the Phase 2 improvements.

Deliverables: Site survey inclusive of utility locate information in pdf and CAD format. Updated geotechnical recommendations report.

Meetings: Plummer will coordinate one virtual meeting to discuss the results, constraints, and design impacts associated with the utility locates, survey, and geotechnical recommendations.

TASK 4: 30% DESIGN PHASE:

Based on decisions and recommendations of the Planning Phase, Plummer will initiate the 30% design phase. The design team will review all background data and develop design criteria. Plummer will also develop a draft Basis of Design Report (BDR) and evaluate compliance with CDPHE design criteria.

In addition to the engineering analysis, the remainder of the 30% design phase will include:

- Project Management
- 30% Engineering Analysis and Design
- 30% Drawings
- Technical Specifications Table of Contents
- Sequence of Construction Documentation
- Code Compliance Review (by a 3rd party subconsultant)
- Class IV Opinion of Probable Cost

Typically, a 30% drawing set includes a cover sheet, general notes, a process flow diagram, draft process and instrumentation diagrams, plan and key section views of process equipment, a site plan, grading plan, yard piping plan, a building schematic, and an electrical one-line diagram. During the 30% design, Plummer will determine solutions for access road changes, grading concepts, building interior clearances and rooflines, code compliance review (fire sprinkler or alarms, occupancy requirements), and general interior and exterior pipe routing concepts.

Deliverables: Plummer will provide a 30% drawing set, table of contents of Technical Specifications, Class IV OPC, and a short Technical Memorandum to identify construction sequencing concepts.

Meetings: We will coordinate one in-person 30% design review meeting with Town staff. Comments from the design review meeting will be incorporated in the 60% design drawings.

TASK 5: REQUEST FOR CMAR:

Plummer will develop a CMAR Request for Proposal and Project Manual utilizing the latest EJCDC standard documents for the CMAR delivery method.

Potential phased construction with an initial construction phase including expansion of the UF and infill of the RO skids to achieve 2.25 MGD followed by the construction of the remaining 2.75 MGD expansion.

Pre-procurement of equipment will be under the CMAR, not directly by the Owner.

The Contractor will develop a cost proposal using a partial design set and the Owner may enter into Contract for construction. However, for the 5 MGD expansion, Plummer will develop a 100% Construction Set for the development of a GMP.

- CMAR Contract Documents utilizing EJCDC CMAR standard contract documents
- Respond to questions and prepare addenda during bid phase
- RFP and CMAR Advertisement
- Review proposal, conduct interviews, and make recommendation of award
- CMAR Constructability and Value Engineering Review; incorporate comments into 60% design

Deliverables: Plummer will provide a Project Manual for advertisement, selection, and contract with a CMAR. The 30% design set will accompany the CMAR RFP. Plummer will facilitate execution of contract documents.

Meetings: Plummer will coordinate and participate in-person to interview the short-listed CMAR candidates.

TASK 6: 60% DESIGN PHASE (CDPHE BDR Submittal):

The 60% (CDPHE Review Set) Design Phase will follow the 30% design phase. Based upon the comments received from the 30% design review meeting and constructability and value engineering review by the CMAR, we will develop the 60% Design.

The 60% Design Phase will include:

- Project Management
- 60% Engineering Analysis and Design
- 60% Drawings
- 60% Technical Specifications
- CDPHE Basis of Design Report
- Code Compliance Review (by a 3rd party subconsultant)
- CMAR Constructability and Value Engineering Review
- Submittal to CDPHE
- Coordination with CDPHE including one conference call and one round of submittals to address comments.

The 60% plan set will include a cover sheet, general notes, a process flow diagram, process and instrumentation diagrams, detailed process plan and section views, typical details, civil sheets including a site plan, detailed grading plans, yard piping and piping coordinates, schematic-level architectural,

structural, and mechanical level designs, and partial electrical, controls and instrumentation drawings.

Deliverables: Plummer will submit the 60% Design Drawings, 60% Specifications, and Basis of Design Report to the client and CMAR for review and submittal to CDPHE. Comments from the code compliance review, client, and CMAR will be incorporated into the 90% set.

Meetings: We have planned for monthly virtual meetings and one in-person meeting to review the 60% design submittal.

TASK 7: FINAL DESIGN PHASE:

The Final Design Phase will commence immediately after submittal to CDPHE and will proceed concurrently with the CDPHE review process. Based upon the comments received from the 60% design review meeting with the Town and CMAR, we will develop the final design.

The Final Design Phase will include:

- Project Management
- Final Engineering Analysis and Design
- 90% Drawings including general, civil, process, architectural, structural, mechanical, instrumentation, and electrical
- 90% Technical Specifications
- Drainage Compliance Letter confirming the impervious area, gross runoff, and continued stormwater retention compliance
- 90% Submittal
- Code Compliance Review (by a 3rd party subconsultant)
- Final CMAR review and incorporation of comments
- Final 100% Drawings including general, civil, process, architectural, structural, mechanical, instrumentation, and electrical
- Final 100% Technical Specifications

Typically, a final design drawing set includes bid ready detail for all disciplines. Currently, Plummer anticipates the final design plan set may be approximately 200 sheets.

Deliverables: Plummer will deliver a 90% Drawing Set, Project Manual with Contract Document and Technical Specifications. Based on review from code compliance review, client, and CMAR, comments will be incorporated into the 100% Construction Set.

Meetings: Plummer will also facilitate one in-person 90% review meeting with the Town and CMAR.

PROJECT EXCLUSIONS

The following services are excluded:

1. Construction phase services.
2. Design for the expansion of the existing raw water supply (source development, raw water conveyance, water rights).
3. Design services for the existing finished water pump station
4. Design Services for the existing distribution system.

5. Design Services for the existing deep well injection system.
6. Other services not specifically stated within the Scope of Services.
7. Project funding applications or reports.
8. Expansion does not include the following areas: Office, conference room, laboratory, and control room area; chemical storage rooms footprints; calcite contactor storage building; backwash recycle pond; and clearwell. These areas as constructed in Phase 1 are expected to be adequately sized to also accommodate Phase 2.

RESPONSIBILITIES OF THE OWNER

The Town is responsible for the following:

1. Providing water quality analysis for additional water sources.
2. Reviewing Plummer's draft deliverables within 10 working days. Delays in review will result in project delays.
3. Obtaining and managing design phase project funding.
4. Permitting fees will be the responsibility of the Owner. Contractor will be responsible for building department and State Electrical permits.

PROJECT ASSUMPTIONS AND CONSTRAINTS

The following list of assumptions and constraints was used to develop the proposal:

1. Building expansion will include 10,000-sf adjacent to the existing building. No other buildings are anticipated. The roofline will be continuous.
2. Below grade basins will include flocculation and sedimentation basins with potential expansion of the UF dry pit and potential expansion of the interstage basin. No expansion of the clearwell.
3. The HVAC equipment, fire suppression, and fire alarm systems in the existing footprint will remain as-is with no changes.
4. The delivery method will be CMAR. Any equipment pre-procurement will be executed through the CMAR.
5. Plummer will utilize a 3rd party subconsultant to review design drawings for building code compliance, including electrical and fire codes. Actual building permits are not part of the scope.
6. Plummer will participate in one conference call to discuss CDPHE questions and comments and will provide one resubmittal of documents to CDPHE to address their comments.
7. Plummer has planned to conduct virtual monthly meetings with the client and up to 8 in person meetings for critical design review meetings and CMAR interviews.

SCHEDULE

Plummer is available to begin work immediately upon receiving written Notice to Proceed in January 2025. Design completion is estimated in mid to late 2026.

COMPENSATION

The estimated compensation for performing the Scope of Services as identified herein is on a time and material basis (T&M) not-to-exceed fee of \$1,718,566. Additional services can be provided upon request and mutual agreement. Plummer will submit progress invoices based on actual labor hours expended and reimbursable expenses. A copy of our rate schedule, fee estimate, and schedule are attached.

If you have any questions, please contact Kelly Fearney at kfearney@plummer.com or (970) 769-7422.
Sincerely,

PLUMMER



Patrick O'Brien, PE, PMP
Principal
Mountain West Area Leader

PLUMMER



Kelly Fearney, PE
Project Manager
Water Treatment Team Leader

Encl.: 2024 Rate Schedule
Schedule
Fee Estimate

ATTACHMENT A
PLUMMER ASSOCIATES, INC.
HOURLY FEE SCHEDULE- MOUNTAIN WEST
2024

**Updated for Town of Firestone to reflect Unanet Project Planning for the
SVWTP Phase 2 Design**

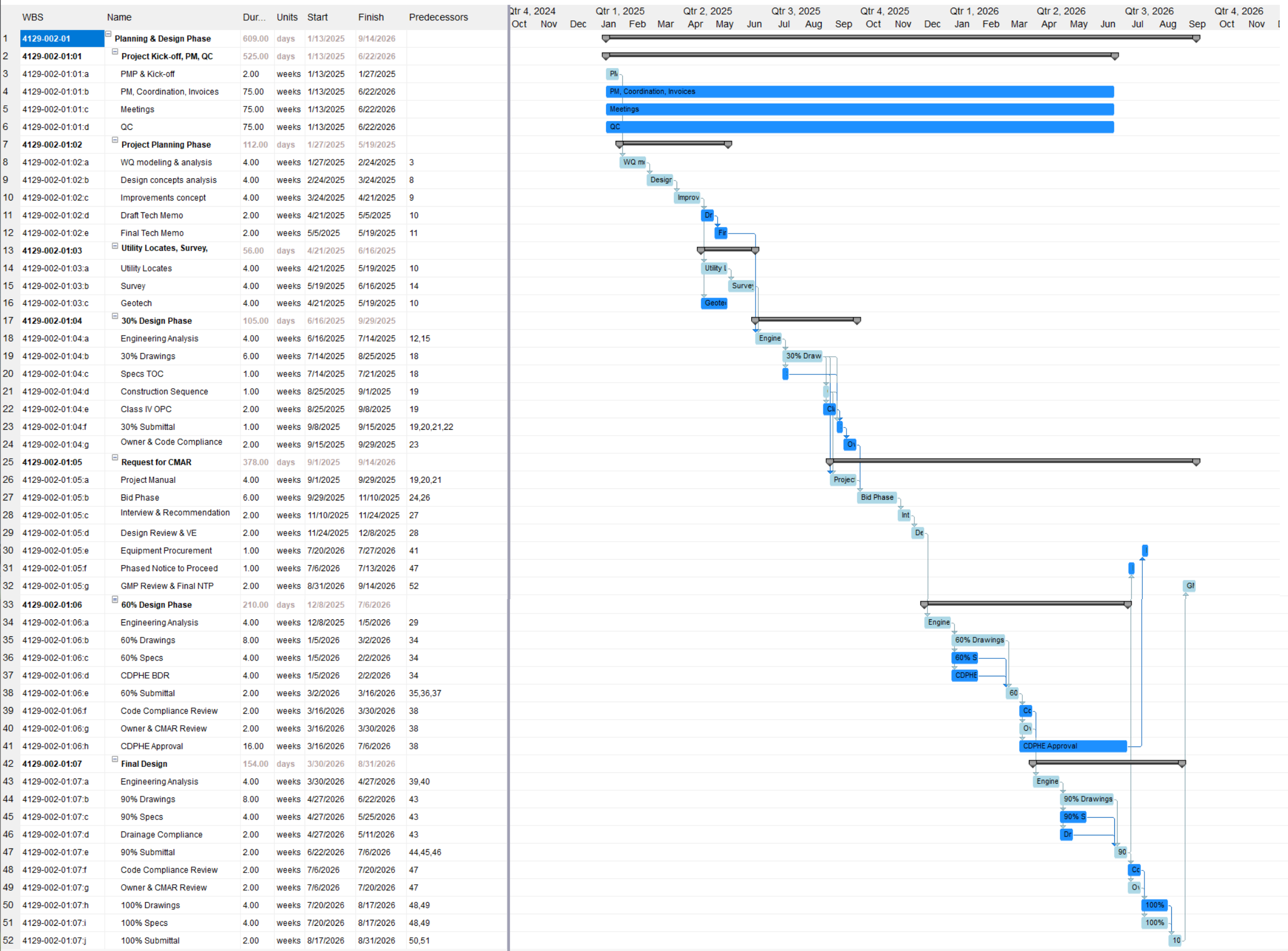
Staff Description	2024 Rate
Staff Admin	\$85.00-\$115.00
Senior Admin	\$110.00-\$125.00
Staff CAD, Designer/Technician I	\$80.00-\$115.00
Senior CAD, Designer/Technician II & III, Senior Designer/Technician	\$120.00-\$180.00
CAD Manager	\$150.00-\$180.00
Intern	\$80.00-\$110.00
Engineer-in-Training, Staff Engineer/Scientist I&II, Electrical Engineer I&II	\$95.00-\$150.00
Project Engineer/Scientist III, Electrical Engineer III	\$130.00-\$180.00
Programmer	\$165.00-\$200.00
Programmer II	\$170.00-\$260.00
Electrical Specialist	\$150.00-\$210.00
Senior Electrical Engineer	\$260.00-\$300.00
Project Manager I & II	\$180.00-\$280.00
Subject Matter Expert/ Senior Project Manager	\$220.00-\$300.00
Principal I&II	\$275.00-\$360.00

Billing rates may be adjusted by up to 4 percent annually (at the beginning of each calendar year) during the term of this agreement.

A multiplier of 1.15 will be applied to all direct expenses.

A technology charge will be billed at \$5 per labor hour.

Firestone St. Vrain Water Treatment Plant – Phase 2 Planning & Design Schedule



Project Planning - Plummer

From: 1/13/2025 To:
1/13/2025

Project: 4129-002-01 Firestone St. Vrain WTP Phase II Expansion-Planning & Design Phase

PIC: OBrien, Patrick

Client: 4129 Town of Firestone

PM: Fearney, Kelly

WBS Budget	Bgt Hrs.	Bgt Labor	Bgt Direct Exp	Budget Subconsultant	Total Budget
4129-002-01 Firestone St. Vrain WTP Phase II Expansion-Planning & Design Phase	6,792.00	1,271,205.12	47,721.02	399,639.95	1,718,566.09
01 Project Kick-off, PM, QC	999.00	246,659.30	47,721.02	0.00	294,380.32
a PMP & Kick-off	42.00	9,505.60	0.00	0.00	9,505.60
b PM, Coordination, Invoices	191.00	55,878.25	0.00	0.00	55,878.25
c Meetings	440.00	86,181.05	47,721.02	0.00	133,902.07
d QC	326.00	95,094.40	0.00	0.00	95,094.40
02 Project Planning Phase	638.00	115,367.20	0.00	11,049.20	126,416.40
a WQ modeling & analysis	84.00	15,953.60	0.00	0.00	15,953.60
b Design concepts analysis	280.00	51,251.20	0.00	0.00	51,251.20
c Improvements concept	180.00	31,740.80	0.00	11,049.20	42,790.00
d Draft Tech Memo	72.00	12,729.60	0.00	0.00	12,729.60
e Final Tech Memo	22.00	3,692.00	0.00	0.00	3,692.00
03 Utility Locates, Survey, Geotech	30.00	5,865.60	0.00	57,500.00	63,365.60
a Utility Locates	10.00	2,184.00	0.00	22,000.00	24,184.00
b Survey	14.00	2,423.20	0.00	24,000.00	26,423.20
c Geotech	6.00	1,258.40	0.00	11,500.00	12,758.40
04 30% Design Phase	981.00	170,981.20	0.00	43,152.60	214,133.80
a Engineering Analysis	212.00	35,963.20	0.00	0.00	35,963.20
b 30% Drawings	540.00	87,505.60	0.00	21,417.60	108,923.20
c Specs TOC	9.00	1,690.00	0.00	0.00	1,690.00
d Construction Sequence	12.00	2,516.80	0.00	0.00	2,516.80
e Class IV OPC	48.00	10,483.20	0.00	0.00	10,483.20
f 30% Submittal	108.00	20,924.80	0.00	0.00	20,924.80
g Owner & Code Compliance Review	52.00	11,897.60	0.00	21,735.00	33,632.60
05 Request for CMAR	314.00	71,967.40	0.00	0.00	71,967.40
a Project Manual	76.00	18,886.40	0.00	0.00	18,886.40
b Bid Phase	38.00	7,753.20	0.00	0.00	7,753.20
c Interview & Recommendation of Award	24.00	6,073.60	0.00	0.00	6,073.60
d Design Review & VE	52.00	11,024.00	0.00	0.00	11,024.00
e Equipment Procurement	80.00	17,911.60	0.00	0.00	17,911.60
f Phased Notice to Proceed	10.00	2,541.75	0.00	0.00	2,541.75
g GMP Review & Final NTP	34.00	7,776.85	0.00	0.00	7,776.85
06 60% Design Phase	1,556.00	273,657.12	0.00	139,281.10	412,938.22
a Engineering Analysis	292.00	50,446.22	0.00	0.00	50,446.22
b 60% Drawings	696.00	115,644.60	0.00	95,811.10	211,455.70
c 60% Specs	124.00	23,254.80	0.00	0.00	23,254.80
d CDPHE BDR	74.00	12,557.55	0.00	0.00	12,557.55
e 60% Submittal	212.00	40,300.70	0.00	0.00	40,300.70
f Code Compliance Review	12.00	2,952.75	0.00	43,470.00	46,422.75
g Owner & CMAR Review	60.00	13,249.70	0.00	0.00	13,249.70

Project Planning - Plummer

From: 1/13/2025 To:
1/13/2025

h CDPHE Approval	86.00	15,250.80	0.00	0.00	15,250.80
07 Final Design	2,274.00	386,707.30	0.00	148,657.05	535,364.35
a Engineering Analysis	152.00	24,141.90	0.00	0.00	24,141.90
b 90% Drawings	790.00	126,557.70	0.00	95,708.52	222,266.22
c 90% Specs	156.00	28,684.60	0.00	0.00	28,684.60
d Drainage Compliance	30.00	6,651.95	0.00	0.00	6,651.95
e 90% Submittal	246.00	47,839.70	0.00	0.00	47,839.70
f Code Compliance Review	12.00	2,952.75	0.00	43,470.00	46,422.75
g Owner & CMAR Review	60.00	13,184.85	0.00	0.00	13,184.85
h 100% Drawings	468.00	73,895.15	0.00	9,478.53	83,373.68
i 100% Specs	116.00	21,394.80	0.00	0.00	21,394.80
j 100% Submittal	244.00	41,403.90	0.00	0.00	41,403.90

Allocated Labor	Alloc Hrs	Alloc Amount
4129-002-01 Firestone St. Vrain WTP Phase II Expansion-Planning & Design Phase	6,792.00	1,271,205.12
01 Project Kick-off, PM, QC	999.00	246,659.30
a PMP & Kick-off	42.00	9,505.60
<i>Electrical Engineer II</i>	4.00	561.60
<i>Engineer/Scientist in Training I</i>	4.00	561.60
<i>Principal II</i>	4.00	1,352.00
<i>Programmer</i>	6.00	1,185.60
<i>Programmer II</i>	4.00	956.80
<i>Project Engineer/Scientist</i>	8.00	1,331.20
<i>Senior Project Manager</i>	12.00	3,556.80
b PM, Coordination, Invoices	191.00	55,878.25
<i>Programmer II</i>	27.00	6,548.17
<i>Senior Project Manager</i>	164.00	49,330.08
c Meetings	440.00	86,181.05
<i>Electrical Engineer II</i>	40.00	5,717.25
<i>Engineer/Scientist in Training I</i>	80.00	11,434.50
<i>Programmer</i>	40.00	8,046.20
<i>Programmer II</i>	40.00	9,740.35
<i>Project Engineer/Scientist</i>	160.00	27,103.70
<i>Senior Project Manager</i>	80.00	24,139.05
d QC	326.00	95,094.40
<i>Principal I</i>	6.00	2,028.00
<i>Principal II</i>	98.00	33,881.15
<i>Project Manager I</i>	82.00	16,645.60
<i>Senior Electrical Engineer</i>	58.00	17,570.70
<i>Senior Project Manager</i>	82.00	24,968.95
02 Project Planning Phase	638.00	115,367.20
a WQ modeling & analysis	84.00	15,953.60
<i>Engineer/Scientist in Training I</i>	4.00	561.60
<i>Project Engineer/Scientist</i>	64.00	10,649.60
<i>Senior Project Manager</i>	16.00	4,742.40

Project Planning - Plummer

From: 1/13/2025 To:
1/13/2025

b Design concepts analysis	280.00	51,251.20
<i>Designer/Technician III</i>	80.00	11,648.00
<i>Engineer/Scientist in Training I</i>	40.00	5,616.00
<i>Programmer</i>	24.00	4,742.40
<i>Programmer II</i>	48.00	11,481.60
<i>Project Engineer/Scientist</i>	64.00	10,649.60
<i>Senior Project Manager</i>	24.00	7,113.60
c Improvements concept	180.00	31,740.80
<i>Designer/Technician III</i>	24.00	3,494.40
<i>Engineer/Scientist in Training I</i>	44.00	6,177.60
<i>Programmer II</i>	16.00	3,827.20
<i>Project Engineer/Scientist</i>	60.00	9,984.00
<i>Senior Designer/Technician</i>	16.00	2,329.60
<i>Senior Project Manager</i>	20.00	5,928.00
d Draft Tech Memo	72.00	12,729.60
<i>Designer/Technician III</i>	8.00	1,164.80
<i>Engineer/Scientist in Training I</i>	16.00	2,246.40
<i>Programmer II</i>	4.00	956.80
<i>Project Engineer/Scientist</i>	36.00	5,990.40
<i>Senior Project Manager</i>	8.00	2,371.20
e Final Tech Memo	22.00	3,692.00
<i>Project Engineer/Scientist</i>	12.00	1,996.80
<i>Senior Designer/Technician</i>	6.00	873.60
<i>Senior Project Manager</i>	2.00	592.80
<i>Sr. Admin Staff</i>	2.00	228.80
03 Utility Locates, Survey, Geotech	30.00	5,865.60
a Utility Locates	10.00	2,184.00
<i>Project Engineer/Scientist</i>	6.00	998.40
<i>Senior Project Manager</i>	4.00	1,185.60
b Survey	14.00	2,423.20
<i>Project Engineer/Scientist</i>	4.00	665.60
<i>Senior Designer/Technician</i>	8.00	1,164.80
<i>Senior Project Manager</i>	2.00	592.80
c Geotech	6.00	1,258.40
<i>Project Engineer/Scientist</i>	4.00	665.60
<i>Senior Project Manager</i>	2.00	592.80
04 30% Design Phase	981.00	170,981.20
a Engineering Analysis	212.00	35,963.20
<i>Designer/Technician III</i>	24.00	3,494.40
<i>Electrical Engineer II</i>	24.00	3,369.60
<i>Engineer/Scientist in Training I</i>	40.00	5,616.00
<i>Programmer</i>	8.00	1,580.80
<i>Project Engineer/Scientist</i>	96.00	15,974.40
<i>Senior Project Manager</i>	20.00	5,928.00
b 30% Drawings	540.00	87,505.60

Project Planning - Plummer

From: 1/13/2025 To:
1/13/2025

<i>Designer/Technician III</i>	36.00	5,241.60
<i>Electrical Engineer II</i>	96.00	13,478.40
<i>Programmer</i>	96.00	18,969.60
<i>Project Engineer/Scientist</i>	124.00	20,633.60
<i>Senior Designer/Technician</i>	176.00	25,625.60
<i>Senior Project Manager</i>	12.00	3,556.80
c Specs TOC	9.00	1,690.00
<i>Programmer</i>	2.00	395.20
<i>Project Engineer/Scientist</i>	6.00	998.40
<i>Senior Project Manager</i>	1.00	296.40
d Construction Sequence	12.00	2,516.80
<i>Project Engineer/Scientist</i>	8.00	1,331.20
<i>Senior Project Manager</i>	4.00	1,185.60
e Class IV OPC	48.00	10,483.20
<i>Principal I</i>	4.00	1,352.00
<i>Programmer</i>	8.00	1,580.80
<i>Project Engineer/Scientist</i>	24.00	3,993.60
<i>Senior Project Manager</i>	12.00	3,556.80
f 30% Submittal	108.00	20,924.80
<i>Engineer/Scientist in Training I</i>	4.00	561.60
<i>Programmer II</i>	20.00	4,784.00
<i>Project Engineer/Scientist</i>	16.00	2,662.40
<i>Senior Designer/Technician</i>	48.00	6,988.80
<i>Senior Project Manager</i>	20.00	5,928.00
g Owner & Code Compliance Review	52.00	11,897.60
<i>Programmer II</i>	16.00	3,827.20
<i>Project Engineer/Scientist</i>	20.00	3,328.00
<i>Senior Project Manager</i>	16.00	4,742.40
05 Request for CMAR	314.00	71,967.40
a Project Manual	76.00	18,886.40
<i>Principal II</i>	4.00	1,352.00
<i>Programmer II</i>	12.00	2,870.40
<i>Project Engineer/Scientist</i>	24.00	3,993.60
<i>Senior Project Manager</i>	36.00	10,670.40
b Bid Phase	38.00	7,753.20
<i>Project Engineer/Scientist</i>	27.00	4,492.80
<i>Senior Project Manager</i>	11.00	3,260.40
c Interview & Recommendation of Award	24.00	6,073.60
<i>Project Engineer/Scientist</i>	8.00	1,331.20
<i>Senior Project Manager</i>	16.00	4,742.40
d Design Review & VE	52.00	11,024.00
<i>Engineer/Scientist in Training I</i>	4.00	561.60
<i>Programmer</i>	6.00	1,185.60
<i>Programmer II</i>	10.00	2,392.00
<i>Project Engineer/Scientist</i>	20.00	3,328.00

Project Planning - Plummer

From: 1/13/2025 To:
1/13/2025

Senior Project Manager	12.00	3,556.80
e Equipment Procurement	80.00	17,911.60
Designer/Technician III	8.00	1,211.40
Programmer	12.00	2,466.00
Programmer II	8.00	1,990.20
Project Engineer/Scientist	28.00	4,845.75
Senior Project Manager	24.00	7,398.25
f Phased Notice to Proceed	10.00	2,541.75
Project Engineer/Scientist	4.00	692.20
Senior Project Manager	6.00	1,849.55
g GMP Review & Final NTP	34.00	7,776.85
Project Engineer/Scientist	20.00	3,461.20
Senior Project Manager	14.00	4,315.65
06 60% Design Phase	1,556.00	273,657.12
a Engineering Analysis	292.00	50,446.22
Designer/Technician III	32.00	4,677.82
Electrical Engineer II	40.00	5,633.98
Engineer/Scientist in Training I	64.00	9,021.56
Programmer	28.00	5,551.76
Project Engineer/Scientist	96.00	16,038.34
Senior Project Manager	32.00	9,522.76
b 60% Drawings	696.00	115,644.60
Designer/Technician III	76.00	11,507.90
Electrical Engineer II	120.00	17,522.40
Engineer/Scientist in Training I	48.00	7,008.95
Programmer	32.00	6,576.00
Programmer II	16.00	3,980.40
Project Engineer/Scientist	132.00	22,843.95
Senior Designer/Technician	240.00	36,340.80
Senior Project Manager	32.00	9,864.20
c 60% Specs	124.00	23,254.80
Programmer	12.00	2,466.00
Project Engineer/Scientist	96.00	16,613.80
Senior Project Manager	12.00	3,699.10
Sr. Admin Staff	4.00	475.90
d CDPHE BDR	74.00	12,557.55
Electrical Engineer II	4.00	584.10
Engineer/Scientist in Training I	40.00	5,840.80
Programmer	4.00	822.00
Project Engineer/Scientist	20.00	3,461.10
Senior Project Manager	6.00	1,849.55
e 60% Submittal	212.00	40,300.70
Designer/Technician III	20.00	3,028.40
Electrical Engineer II	24.00	3,504.50
Engineer/Scientist in Training I	16.00	2,336.30

Project Planning - Plummer

From: 1/13/2025 To:
1/13/2025

<i>Programmer</i>	8.00	1,644.00
<i>Programmer II</i>	28.00	6,965.60
<i>Project Engineer/Scientist</i>	40.00	6,922.40
<i>Senior Designer/Technician</i>	48.00	7,268.20
<i>Senior Project Manager</i>	28.00	8,631.30
f Code Compliance Review	12.00	2,952.75
<i>Programmer II</i>	8.00	1,990.15
<i>Project Engineer/Scientist</i>	2.00	346.10
<i>Senior Project Manager</i>	2.00	616.50
g Owner & CMAR Review	60.00	13,249.70
<i>Engineer/Scientist in Training I</i>	6.00	876.10
<i>Programmer</i>	8.00	1,644.00
<i>Programmer II</i>	8.00	1,990.15
<i>Project Engineer/Scientist</i>	22.00	3,807.30
<i>Senior Project Manager</i>	16.00	4,932.15
h CDPHE Approval	86.00	15,250.80
<i>Engineer/Scientist in Training I</i>	20.00	2,920.40
<i>Project Engineer/Scientist</i>	50.00	8,653.00
<i>Senior Designer/Technician</i>	8.00	1,211.35
<i>Senior Project Manager</i>	8.00	2,466.05
07 Final Design	2,274.00	386,707.30
a Engineering Analysis	152.00	24,141.90
<i>Electrical Engineer II</i>	32.00	4,672.60
<i>Engineer/Scientist in Training I</i>	48.00	7,008.90
<i>Project Engineer/Scientist</i>	72.00	12,460.40
b 90% Drawings	790.00	126,557.70
<i>Designer/Technician III</i>	108.00	16,353.35
<i>Electrical Engineer II</i>	88.00	12,849.65
<i>Engineer/Scientist in Training I</i>	108.00	15,770.20
<i>Project Engineer/Scientist</i>	152.00	26,305.30
<i>Senior Designer/Technician</i>	304.00	46,031.60
<i>Senior Project Manager</i>	30.00	9,247.60
c 90% Specs	156.00	28,684.60
<i>Electrical Engineer II</i>	8.00	1,168.15
<i>Engineer/Scientist in Training I</i>	32.00	4,672.60
<i>Programmer</i>	16.00	3,288.00
<i>Programmer II</i>	4.00	995.10
<i>Project Engineer/Scientist</i>	76.00	13,152.65
<i>Senior Project Manager</i>	16.00	4,932.20
<i>Sr. Admin Staff</i>	4.00	475.90
d Drainage Compliance	30.00	6,651.95
<i>Engineer/Scientist in Training I</i>	16.00	2,336.30
<i>Senior Project Manager</i>	14.00	4,315.65
e 90% Submittal	246.00	47,839.70
<i>Designer/Technician III</i>	24.00	3,634.10

Project Planning - Plummer

From: 1/13/2025 To:
1/13/2025

<i>Electrical Engineer II</i>	24.00	3,504.50
<i>Engineer/Scientist in Training I</i>	34.00	4,964.70
<i>Programmer</i>	16.00	3,288.00
<i>Programmer II</i>	28.00	6,965.60
<i>Project Engineer/Scientist</i>	48.00	8,306.90
<i>Senior Designer/Technician</i>	32.00	4,845.45
<i>Senior Project Manager</i>	40.00	12,330.45
f Code Compliance Review	12.00	2,952.75
<i>Programmer II</i>	8.00	1,990.15
<i>Project Engineer/Scientist</i>	2.00	346.10
<i>Senior Project Manager</i>	2.00	616.50
g Owner & CMAR Review	60.00	13,184.85
<i>Engineer/Scientist in Training I</i>	6.00	876.10
<i>Programmer</i>	6.00	1,233.00
<i>Programmer II</i>	8.00	1,990.15
<i>Project Engineer/Scientist</i>	24.00	4,153.45
<i>Senior Project Manager</i>	16.00	4,932.15
h 100% Drawings	468.00	73,895.15
<i>Designer/Technician III</i>	40.00	6,056.80
<i>Electrical Engineer II</i>	80.00	11,681.60
<i>Engineer/Scientist in Training I</i>	56.00	8,177.20
<i>Project Engineer/Scientist</i>	116.00	20,074.85
<i>Senior Designer/Technician</i>	168.00	25,438.70
<i>Senior Project Manager</i>	8.00	2,466.00
i 100% Specs	116.00	21,394.80
<i>Electrical Engineer II</i>	12.00	1,752.30
<i>Engineer/Scientist in Training I</i>	16.00	2,336.40
<i>Programmer</i>	4.00	822.00
<i>Project Engineer/Scientist</i>	64.00	11,076.00
<i>Senior Project Manager</i>	16.00	4,932.20
<i>Sr. Admin Staff</i>	4.00	475.90
j 100% Submittal	244.00	41,403.90
<i>Designer/Technician III</i>	16.00	2,422.70
<i>Electrical Engineer II</i>	16.00	2,336.30
<i>Engineer/Scientist in Training I</i>	32.00	4,672.60
<i>Programmer</i>	8.00	1,644.00
<i>Project Engineer/Scientist</i>	88.00	15,229.30
<i>Senior Designer/Technician</i>	64.00	9,690.90
<i>Senior Project Manager</i>	16.00	4,932.20
<i>Sr. Admin Staff</i>	4.00	475.90
Allocated Budget Direct Expenses		Alloc Amount
4129-002-01 Firestone St. Vrain WTP Phase II Expansion-Planning & Design Phase		47,721.02
01 Project Kick-off, PM, QC		47,721.02
c Meetings		47,721.02

Project Planning - Plummer

From: 1/13/2025 To:
1/13/2025

Miscellaneous Expenses	20,121.02
Travel	27,600.00

Budget for Subconsultants	Sched Amount
4129-002-01 Firestone St. Vrain WTP Phase II Expansion-Planning & Design Phase	399,639.95
02 Project Planning Phase	11,049.20
c Improvements concept	11,049.20
CD Engineering, Inc.	11,049.20
03 Utility Locates, Survey, Geotech	57,500.00
a Utility Locates	22,000.00
T2 Utility Engineers	22,000.00
b Survey	24,000.00
T2 Utility Engineers	24,000.00
c Geotech	11,500.00
CMT Engineering, Inc.	11,500.00
04 30% Design Phase	43,152.60
b 30% Drawings	21,417.60
BCER Engineering, Inc.	6,440.00
CD Engineering, Inc.	14,977.60
g Owner & Code Compliance Review	21,735.00
CCI	21,735.00
06 60% Design Phase	139,281.10
b 60% Drawings	95,811.10
BCER Engineering, Inc.	20,240.00
CD Engineering, Inc.	50,696.60
Thomas Savory Architect AIA	24,874.50
f Code Compliance Review	43,470.00
CCI	43,470.00
07 Final Design	148,657.05
b 90% Drawings	95,708.52
BCER Engineering, Inc.	16,353.00
CD Engineering, Inc.	68,953.77
Thomas Savory Architect AIA	10,401.75
f Code Compliance Review	43,470.00
CCI	43,470.00
h 100% Drawings	9,478.53
BCER Engineering, Inc.	1,817.00
CD Engineering, Inc.	7,661.53



An aerial photograph of a large construction or industrial site. The terrain is a mix of dirt, grass, and some water bodies. In the lower right, there is a large rectangular building with a grey roof and a red section. To its left are two large white cylindrical tanks and two smaller red circular markers. Further left, there is a long, narrow rectangular pond. The site is surrounded by dirt roads and some vegetation. A white text box is overlaid on the left side of the image.

Design Period: 2025-2026

Construction Period: 2027-2029