



TOWN OF FIRESTONE
Board of Trustees Regular Meeting Agenda

March 26, 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 March 12, 2025 Board of Trustees Regular Meeting Minutes
 - b. Approval of March 19, 2025 Board of Trustees Special Meeting Minutes
 - c. **Resolution 25-34:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING WATER TECHNOLOGY GROUP (A COGENT COMPANY) WORK ORDER 2025-01 FOR THE ST VRAIN WATER TREATMENT PLANT PUMP STATION PUMP 3 REPAIR
 - d. **Resolution 25-37:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A REIMBURSEMENT OF EXPENSES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE LAST CHANCE DITCH COMPANY
 - e. **Resolution 25-38:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE AUTHORIZATION FOR CHANGE OF WATER RIGHTS WITH 610 S. Main LLC.

* 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.

- f. **Resolution 25-40:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, GRANTING A UTILITY EASEMENT TO MERITAGE HOMES OF COLORADO, INC., PERTAINING TO THE FRONTIER ESTATES FILING NO. 2 SUBDIVISION

6. Discussion/Action

- a. **Resolution 25-35:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND VIA MOBILITY SERVICES FOR TRANSPORTATION SERVICES FOR ELIGIBLE RESIDENTS OF THE TOWN AND THE CITY OF DAKONO
- b. **Resolution 25-36:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO AND THE CITY OF DAKONO APPROVING A REIMBURSEMENT AGREEMENT REGARDING VIA MOBILITY SERVICES
- c. **Ordinance 1061:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING THE SALE OF CERTAIN REAL PROPERTIES OWNED BY THE TOWN OF FIRESTONE, COLORADO; AND DECLARING AN EMERGENCY WITH RESPECT THERETO
- d. **Ordinance 1062:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF, FIRESTONE, COLORADO, CALLING A SPECIAL ELECTION ON MAY 27, 2025, AND SUBMITTING TO THE QUALIFIED ELECTORS WITHIN THE BOUNDARIES OF THE PROPOSED FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY IN THE TOWN OF FIRESTONE THE QUESTION OF CREATING THE FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY; AND DECLARING AN EMERGENCY WITH RESPECT THERETO
- e. **Resolution 25-39:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPOINTING TOWN ATTORNEY
- f. Central Park Working Group Discussion

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

8. Reports

- a. Staff

* 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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8.a.i. 4th Quarter Financials (Unaudited)

8.a.ii. February Financial Report

b. Mayor

c. Trustees

9. Executive Session

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

10. Adjournment

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. 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: March 26, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Approval of March 12, 2025 Board of Trustees Regular Meeting Minutes

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

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. March 12, 2025 Board of Trustees Meeting Minutes



TOWN OF FIRESTONE

Board of Trustees Regular Meeting MINUTES March 12, 2025

1. Call to Order & Roll Call

The Town of Firestone met for a Regular Meeting on March 12, 2025, 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 Haney, to Approve the Agenda. All in Favor, **Motion carried.**

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

There was no one present who wished to provide public comment.

5. Consent Agenda

Motion by Trustee Byrd, **second** by Trustee Morton, to Approve the Consent Agenda
Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

a. Approval of February 26, 2025 Board of Trustees Regular Meeting Minutes

b. **Resolution 25-33:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR FIRELIGHT PARK FILING NO. 1; AND AUTHORIZING A

- c. **ORDINANCE 1060**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO, ENACTING SECTION 10.04.285 OF THE FIRESTONE MUNICIPAL CODE ESTABLISHING SECTION 1214 PARKING REGULATIONS OF THE MODEL TRAFFIC CODE

6. Presentation

- a. Lobbyist Presentation
- b. Frederick Firestone Fire Department and L4123 Collaborative Presentation

7. Discussion/Action

- a. **Resolution 25-29**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND EZ EXCAVATING PERTAINING TO THE HISTORIC FIRESTONE WATERLINE AND ROADWAY REPLACEMENT PHASE #3 PROJECT NO. 2

Motion by Trustee Doherty, **second** by Trustee Haney, to Approve **Resolution 25-29**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND EZ EXCAVATING PERTAINING TO THE HISTORIC FIRESTONE WATERLINE AND ROADWAY REPLACEMENT PHASE #3 PROJECT NO. 2

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 25-30**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND DITESCO LLC FOR PRE-CONSTRUCTION BIDDING ASSISTANCE AND CONSTRUCTION ADMINISTRATION SERVICES FOR PHASE #3 PROJECT #2 HISTORIC FIRESTONE WATERLINE AND ROADWAY REPLACEMENT

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Morton, to Approve **Resolution 25-30**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND DITESCO LLC FOR PRE- CONSTRUCTION BIDDING ASSISTANCE AND CONSTRUCTION ADMINISTRATION SERVICES FOR PHASE #3 PROJECT #2 HISTORIC FIRESTONE WATERLINE AND ROADWAY REPLACEMENT

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 25-31:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND RVI PLANNING + LANDSCAPE ARCHITECTURE FOR PROFESSIONAL SERVICES

Motion by Trustee Doherty, **second** by Trustee Morton, to Approve **Resolution 25-31:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND RVI PLANNING + LANDSCAPE ARCHITECTURE FOR PROFESSIONAL SERVICES

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 25-32:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, RATIFYING AND APPROVING A CONTRACT TO BUY AND SELL REAL PROPERTY LOCATED AT 12623 CANOE STREET

Motion by Trustee Morton, **second** by Trustee Doherty, to Approve **Resolution 25-32:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, RATIFYING AND APPROVING A CONTRACT TO BUY AND SELL REAL PROPERTY LOCATED AT 12623 CANOE STREET

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 25-26:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT BETWEEN THE TOWN OF FIRESTONE AND PORCHLIGHT REAL ESTATE GROUP LLC FOR 12623 CANOE STREET FIRESTONE COLORADO.

Motion by Trustee Byrd, **second** by Trustee Haney, to Approve **Resolution 25-26:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT BETWEEN THE TOWN OF FIRESTONE AND PORCHLIGHT REAL ESTATE GROUP LLC FOR 12623 CANOE STREET FIRESTONE COLORADO.

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. Town Attorney Interviews

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

There was no one who wished to provide public comment.

9. Reports

a. Staff

b. Mayor

The mayor reported on his attendance at the Upstate Colorado Annual Meeting in Fort Collins. He also reported on his attendance at Doing Democracy Day through the St. Vrain Valley School district.

c. Trustees

Trustee Morton reported on her attendance at the PTROC meeting on March 5th, 2025.

Trustee Byrd reported on a February 28th, 2025, meeting with representative Dan Woog.

10. Adjournment

Motion by Trustee Morton, **second** by Trustee Haney, to Approve Adjournment. All in Favor, **Motion carried.**

Introduced and Approved the 26 Day of March 2025.

TOWN OF FIRESTONE, COLORADO

ATTEST

Don Conyac, Jr., Mayor

Miriam Granados Luna, CMC,
Town Clerk

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.b

Consent Agenda

Meeting Date: March 26, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Approval of March 19, 2025 Board of Trustees Special Meeting Minutes

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

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. March 19, 2025 Board of Trustees Special Meeting Minutes



TOWN OF FIRESTONE
Board of Trustees Special Meeting
MINUTES
March 19, 2025

1. Call to Order & Roll Call

The Town of Firestone met for a Special Board of Trustee Meeting on March 19, 2025, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Conyac called the meeting to order at 5:31 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 - **EXCUSED**
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 to reflect the discussion items in the following sequence: a. Drone Discussion. b. Senate Bill 1. c. Town Attorney Interview. d. Downtown District Authority (DDA) Discussion. All in Favor, **Motion carried**.

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Byrd, to Approve the amended agenda. All in Favor, **Motion carried**.

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

There was no one present who wished to provide public comment.

5. Consent Agenda

6. Discussion/Action

- a. Drone Discussion
- b. Senate Bill 1
- c. Town Attorney Interview
- d. Downtown District Authority (DDA) Discussion

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

There was no one present who wished to provide public comment.

8. **Reports**

- a. Staff
- b. Mayor
- c. Trustee

9. **Executive Session**

- a. An executive session pursuant to C.R.S. 24-6-402 (4)(f)(I) for a personnel matter concerning the selection of the Town Attorney.

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Byrd, to go into Executive Session: An executive session pursuant to C.R.S. 24-6-402 (4)(f)(I) for a personnel matter concerning the selection of the Town Attorney. All in Favor, **Motion carried**.

10. **Adjournment**

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

Introduced and Approved the 26 Day of March 2025.

TOWN OF FIRESTONE, COLORADO

ATTEST

Don Conyac, Jr., Mayor

Miriam Granados Luna, CMC, Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.c

Consent Agenda

Meeting Date: March 26, 2025

Initiated By: Dave Lindsay

Department: Engineering & Utilities

AGENDA ITEM

Resolution 25-34: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING WATER TECHNOLOGY GROUP (A COGENT COMPANY) WORK ORDER 2025-01 FOR THE ST VRAIN WATER TREATMENT PLANT PUMP STATION PUMP 3 REPAIR

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached resolution approving a work order with Water Technology Group for the repair of the SVWTP Pump Station Pump 3.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.

Approval with Conditions: The Board moves to approve the Resolution, listing the Board's conditions.

Denial: The Board moves to deny the Resolution.

No Action: The Board provides staff with specific instructions to modify the Resolution and return at a future date.

SUMMARY

The proposed resolution approves a work order to repair a damaged pump at the St. Vrain Water Treatment Plant (SVWTP).

The work order provides the estimate to remove and repair "Pump 3" based on Water Technology Group's field diagnostics. The cost of the work order includes savings due to a crane scheduled to be on-site completing repairs to "Pump 2". Water Technology Group will remove "Pump 3" and take it back to their shop for the needed repairs. Once the repairs are completed, they will deliver the pump back to Firestone, and it will be stored in a secure facility to serve as a reserve replacement pump for the SVWTP Pump Station.

FINANCIAL CONSIDERATIONS

The repair estimate is approximately \$69,950.00 and the repair was included in the 2025 Engineering and Utilities Water Operations maintenance fund.

HISTORY AND PREVIOUS BOARD ACTION

On December 13, 2023, the Board of Trustees approved Resolution 23-129, approving a service and support agreement with Water Technology Group for the various pump systems operated by the Town.

On July 24, 2024, the Board of Trustees approved Resolutions 24-70 and 24-71 approving work orders for the repair of SVWTP Pump Station Pump 2 and for the purchase of a new low-duty Jockey Pump.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Res 25-34 St Vrain Water Treatment Plant Pump Station Pump #3 Repair Resolution
2. Station Exhibit
3. WTG Work Order 2025-01 (OP-600368R1 - Firestone WTP Pump 3 VT Pump Repair)

RESOLUTION NO. 25-34

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE COLORADO APPROVING WATER TECHNOLOGY
GROUP (A COGENT COMPANY) WORK ORDER 2025-01 FOR THE ST
VRAIN WATER TREATMENT PLANT PUMP STATION PUMP 3 REPAIR**

WHEREAS, in accordance with Resolution 23-129 the Board of Trustees (“Board”) approved a Services and Support Agreement with Water Technology Group (A Cogent Company) (“WTG”) for pumping systems and services for pumps owned and operated by the Town of Firestone (“Town”); and

WHEREAS, in addition to routine maintenance the Agreement also provides for major repairs of pumps subject to the Town’s approval of a work order; and

WHEREAS, in accordance with Resolution 24-70 the Board approved a work order to remove, repair and reinstall Pump 2 at the St Vrain Water Treatment Plant (SVWTP”) Pump Station; and

WHEREAS in accordance with Resolution 24-71 the Board approved a work order to purchase and install a new low duty pump at the SVWTP Pump Station; and

WHEREAS, the proposed Work Order is to repair SVWTP Pump Station Pump 3 and for efficiency and cost effectiveness the plan is to remove the pump in conjunction with the installation of the repaired Pump 2 and the delivery and installation of the new low duty pump as there would only be the need to have a crane on site once; and

WHEREAS, as the Pump 2 repair is almost complete and the new low duty pump is scheduled for delivery in April, it is now appropriate to seek approval of the Work Order for the repair of Pump 3 and once the repairs are completed Pump 3 will be returned to the Town and stored in a secure facility to serve as a reserve pump for the SVWTP.

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

The Work Order for repair of SVWTP Pump Station Pump3 is approved in accordance with the Work Order which is attached hereto and made a part of this resolution.

INTRODUCED, READ AND ADOPTED this __ day of March, 2025.

TOWN OF FIRESTONE, COLORADO

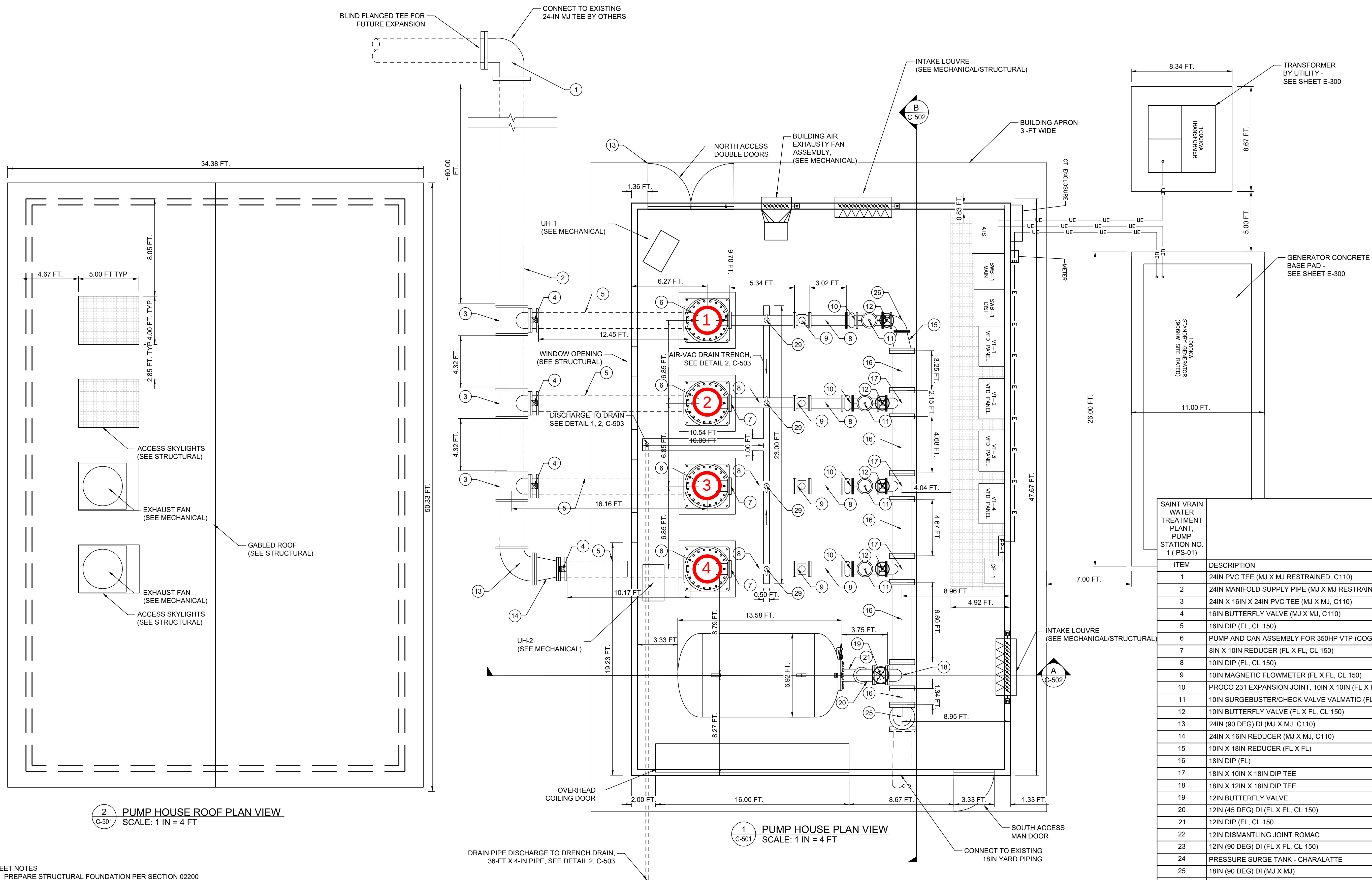
Don Conyac Jr. Mayor

ATTEST:

Miriam Granados Luna Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney



- SHEET NOTES
1. PREPARE STRUCTURAL FOUNDATION PER SECTION 02200
 2. ALL INTERNAL PIPING TO BE FLANGED DIP (CLASS 150)
 3. SS FASTENERS ON ALL INTERNAL FITTINGS AND FLANGES
 4. COORDINATE FINAL CAN AND PUMP DIMENSIONS WITH MANUFACTURER
 5. COORDINATE SKY-LIGHT ACCESS OPENINGS WITH PUMP/MECHANICAL LAYOUTS
 6. ADJUSTABLE PIPE STANDS BELOW ALL PIPE SPOOLS
 7. PROVIDE GALVANIZED METAL GRATING ABOVE TRENCH FLOOR DRAIN. 1-IN (MIN), EMBEDDED, STUDD, SEATING ANGLES.

- Reinstall the repaired Pump 2.
- Remove Pump 3 and repair at WTG shop, then return to Firestone for spare.
- Install new new Goulds 7CLC VIC FLFM 6 Stage Vertical Turbine Pump in Pump 3 can.

SAINT VRAIN WATER TREATMENT PLANT, PUMP STATION NO. 1 (PS-01)	
ITEM	DESCRIPTION
1	24IN PVC TEE (MJ X MJ RESTRAINED, C110)
2	24IN MANIFOLD SUPPLY PIPE (MJ X MJ RESTRAINED, C110)
3	24IN X 16IN X 24IN PVC TEE (MJ X MJ, C110)
4	16IN BUTTERFLY VALVE (MJ X MJ, C110)
5	16IN DIP (FL, CL 150)
6	PUMP AND CAN ASSEMBLY FOR 350HP VTP (COGENT) OWNER SUPPLIED
7	8IN X 10IN REDUCER (FL X FL, CL 150)
8	10IN DIP (FL, CL 150)
9	10IN MAGNETIC FLOWMETER (FL X FL, CL 150)
10	PROCO 231 EXPANSION JOINT, 10IN X 10IN (FL X FL)
11	10IN SURGEBUSTER/CHECK VALVE VALMATIC (FL X FL, CL 150)
12	10IN BUTTERFLY VALVE (FL X FL, CL 150)
13	24IN (90 DEG) DI (MJ X MJ, C110)
14	24IN X 16IN REDUCER (MJ X MJ, C110)
15	10IN X 18IN REDUCER (FL X FL)
16	18IN DIP (FL)
17	18IN X 10IN X 18IN DIP TEE
18	18IN X 12IN X 18IN DIP TEE
19	12IN BUTTERFLY VALVE
20	12IN (45 DEG) DI (FL X FL, CL 150)
21	12IN DIP (FL, CL 150)
22	12IN DISMANTLING JOINT ROMAC
23	12IN (90 DEG) DI (FL X FL, CL 150)
24	PRESSURE SURGE TANK - CHARALATTE
25	18IN (90 DEG) DI (MJ X MJ)
26	10IN (90 DEG) DI (FL X FL, CL 150)
27	ADJUSTABLE PIPE STAND (ALL SPOOLS)
28	THRUST BLOCK
29	COMBINATION AIR VACCUUM VALVE, PLUMB DISCHARGE TO TRENCH DRAIN
30	18IN DIP (FL X FL)
31	18IN SLEEVE (MJ X MJ)
32	PROCO 231 EXPANSION JOINT, 18IN X 8IN (FL X FL)
33	18IN DIP (FL X PE)

7000 YELLOWTAIL RD SUITE 230 CHEYENNE, WY 82009 PHONE: 307-634-7848 FAX: 307-634-7851 WWW.WENCK.COM			
PROJECT PARTNER:			
CLIENT:			
PROJECT TITLE: PUMP STATION PACKAGE		TOWN OF FIRESTONE FIRESTONE, WELD COUNTY COLORADO	
ISSUE NO.:		DESCRIPTION:	
	1	50% SUBMITTAL	
	2	ISSUED FOR BID	
	3	ISSUED FOR CONSTRUCTION	
	4	REVISED BUILDING INTERNAL DIMENSIONS	
CERTIFICATION: This document was originally issued and sealed by Brandon C Noble Registration Number 56708 on 07/20/21 and the original document is stored with the Town of Firestone			
PROJECT NO.:		6365-20-500	
DWN BY:	CHK'D BY:	APP'D BY:	
RDC	BCN	MJK	
ISSUE DATE: 06/22/2021			
ISSUE NO.: 2		REVIEWED BY SAFEBUILT	
SHEET TITLE:			
		08/10/2021	
PUMP STATION FLOOR PLAN			
SHEET NO.:			
C-501			

WO 2025-01
APPROVED
Town of Firestone
March 26, 2025 Res 25-34

To: Town of Firestone Colorado

Reference: WTP Pump #3 repair estimate

Proposal: OP-600368R1

Date: 2/12/2025

We are pleased to offer the estimate below for the repair of you Floway Vertical Turbine Pump.
Please call me with any questions or concerns.

Parts Required		
Hex Head Cap Screw	Hex Head Cap Screw	Hex Head Cap Screw
Cast Iron Wear Rings	Line shafting	Bowl Shaft
Bearing Retainer	Head Shaft Coupling	Rubber Line shaft Bearing
Line Shaft Sleeve	Line Shaft Coupling	Stuffing Box O-Ring
Motor Shaft	Stuffing Box Seal	Bowl Bearings
Suction Bearing	Stuffing Box Bearing	Slinger
Tnemec Epoxy Coating	Sandblasting	Crane Rental included in pump 2 repairs

This is an estimate of repairs in good faith. The estimate includes field labor removal and installation, Shop labor for disassembly, cleaning, inspection, estimating and estimates of similar parts needed during recent repairs of like pumping equipment.

We will quote anything not mentioned above after the disassembly and inspection of your pump.

Your Total Net Cost:-----\$ 69,937.77

Notes and clarifications

1. Equipment selection is based on information provided
2. Anything not listed above is not included and will be quoted as a change order.
3. Taxes are not included in the pricing
4. Lead time, 16-18 weeks ARO (Estimated we will have a better idea after the shop inspection)
5. Freight charges are not included.
6. Quote is valid for 30 days

Best regards,
Brandon Cole
Service and Aftermarket
Water Technology Group.
303-888-7265

TERMS AND CONDITIONS

Price is FOB factory. Price does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

Payment of "commercial transaction" invoices by credit card will be charged a fee based upon Cogent's average discount rate for credit card transactions for the prior calendar year. This fee will change annually and is currently 2.55%.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED.

Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.d

Consent Agenda

Meeting Date: March 26, 2025

Initiated By: Julie Pasillas

Department: Water & Community Resources

AGENDA ITEM

Resolution 25-37: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A REIMBURSEMENT OF EXPENSES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE LAST CHANCE DITCH COMPANY

RECOMMENDATION

Staff recommends approval of Resolution 25-37, authorizing the execution of the agreement for the allocation of costs and reimbursement of expenses between the Town of Firestone and the Last Chance Ditch Company and authorizing staff to expend funds.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.

Approval with Conditions: The Board moves to approve the Resolution, listing the Board's conditions.

Denial: The Board moves to deny the Resolution.

No Action: The Board provides staff with specific instructions to modify the Resolution and return at a future date.

SUMMARY

This agreement will reimburse the Last Chance Ditch Company for administrative, legal, and engineering expenses incurred at the Town's Catlin application request per the Last Chance Ditch Company bylaws. The Town has requested review and approval of the Catlin application from the Last Chance Ditch Company associated with the change case for Firestone's shares of Last Chance Ditch in Division One Water Court. The agreement includes a \$5,000 deposit to cover initial direct costs, followed by monthly billing of costs incurred due to informational requests made by the Town.

FINANCIAL CONSIDERATIONS

The agreement is for a deposit of \$5,000.00 and will be paid from the Town of Firestone Water Activity Enterprise Fund.

HISTORY AND PREVIOUS BOARD ACTION

On January 11, 2023, the Board of Trustees approved Resolution 23-14 for the filing of the water court application for Firestone Reservoir No. 3 to change the designated use of water shares of the Last Chance Ditch Company in Division One Water Court.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Res No 25-37 Last Chance Ditch Company Reimbursement

2. Last Chance Catlin Reimbursement Letter Agreement

RESOLUTION NO. 25-37

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING A REIMBURSEMENT OF
EXPENSES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND
THE LAST CHANCE DITCH COMPANY**

WHEREAS, the Town of Firestone (“Town”) obtained 3.1667 shares (“Firestone Shares”) in the Last Chance Ditch Company which it desires to change in Water Court from its decreed purpose of agricultural irrigation to uses for the Town; and

WHEREAS, Last Chance Ditch Company’s Bylaws require that the Town make a written application to the Company’s Board of Director’s before it can proceed with a change case for the Firestone Shares in Water Court (“Catlin Application”); and

WHEREAS, as the Town’s Catlin application will require the Company to incur administrative, engineering and legal expenses it is appropriate for the Town to reimburse the Company for such costs as set forth in an Agreement between the parties.

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

The Agreement for the Reimbursement of Expenses between the Town of Firestone and the Last Chance Ditch Company 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 26th day of March, 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac, Jr., Mayor

ATTEST:

APPROVED AS TO FORM:

Miriam Granados Luna, CMC, Town Clerk

William P. Hayashi, Town Attorney



Last Chance Ditch Company
P.O. Box 119
Longmont, Colorado 80502-0119
(303) 776-7207

February 21, 2025

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

Via: jpasillas@firestoneco.gov
wes@lcwaterlaw.com

Re: Town of Firestone Catlin Application

Dear Ms. Pasillas:

Thank you for the Catlin Application submitted to the Last Chance Ditch Company ("the Company") pursuant to Article XVII of the Company's Bylaws.

Consistent with the Company's Bylaws, the Town of Firestone ("Firestone") as a shareholder of the Company will be responsible for payment of all reasonable associated legal and engineering fees, the Company's administrative costs incurred in reviewing the Catlin Application, as well as any judicial litigation that may follow an approval of the Catlin Application.

To ensure all reasonable attorney fees, engineering fees, and administrative costs are reimbursed, the Company requests Firestone make a deposit of \$5,000.00 as an estimate of the fees for the initial legal and engineering analysis of the Catlin Application. Firestone acknowledges that additional deposits may be required and the initial deposit does not guarantee the approval of the Catlin Application by the Company. Additionally, Firestone will reimburse the Company for any legal and engineering fees relating to the Company's review of the Catlin Application, and judicial litigation that follows an approval of the same, however, such reimbursement shall not be construed or interpreted as creating, directly or indirectly, a general obligation debt, multi-year fiscal obligation or other fiscal obligation whatsoever of Firestone within the meaning of any constitutional or statutory limitations or requirements, nor shall this Agreement directly or indirectly obligate Firestone to make payments beyond those appropriated for the current fiscal year.

Please do not hesitate to contact me with any questions or concerns.

Sincerely,

Town of Firestone

Angie Swanson

Angie Swanson
Secretary/Treasurer

Signature of Authorized Representative

Printed Name & Title

cc: Board of Directors

Date

Please print below or otherwise provide the address, via email or U.S. mail, that the Last Chance Ditch Company may send its invoices for reimbursement:

____via email

____via U.S. mail

Name of person: _____

Postal address:

Email address:

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.e

Consent Agenda

Meeting Date: March 26, 2025

Initiated By: Julie Pasillas

Department: Water & Community Resources

AGENDA ITEM

Resolution 25-38: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE AUTHORIZATION FOR CHANGE OF WATER RIGHTS WITH 610 S. Main LLC.

RECOMMENDATION

Staff recommends approval of Resolution 25-38, authorizing the execution of the Authorization for Change of Water Rights Agreement.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.

Approval with Conditions: The Board moves to approve the Resolution, listing the Board's conditions.

Denial: The Board moves to deny the Resolution.

No Action: The Board provides staff with specific instructions to modify the Resolution and return at a future date.

SUMMARY

Water counsel for the Town has been working with 610 S. Main, LLC, which owns the property known as Cambria Crossing, on the Authorization for Change of Water Rights Agreement. The Property Owner owns 50 shares of the Godding Ditch Company, which intends to dedicate the Godding Ditch shares to the Town in compliance with the Town's Native Dedication Policy for the property. In advance of the Property Owner having a land development application that would accompany the Native Water Dedication Agreement and \$200,000.00 Native Water Dedication Fee, the property owner has agreed to grant authorization to the Town to include the 50 shares of the Godding Ditch in the Water Court case that will be filled in 2025, and agrees to pay its pro-rata share of the Water Court Costs at the time the Property Owner elects to dedication the Godding Ditch shares to the Town.

FINANCIAL CONSIDERATIONS

None at this time.

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Resolution 25-38 Authorization for Change of Water Rights
2. Authorization 610 S Main - 50 Godding Ditch Co. Shares

RESOLUTION NO. 25-38

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING THE AUTHORIZATION FOR CHANGE OF
WATER RIGHTS WITH 610 S. Main LLC.**

WHEREAS, the Town of Firestone (“Town”) owns numerous shares of the Godding Ditch Company; and

WHEREAS, the Town is preparing to file a water court application for the change in use of its Godding Ditch Company shares; and

WHEREAS, the Town has adopted a Native Water Dedication Policy for the dedication of native water rights to the Town to satisfy certain requirements for land use applicants; and

WHEREAS, the Native Water Dedication Policy identifies shares in the Godding Ditch Company as a preferred source of Native Water that may be dedicated; and

WHEREAS, 610 S. Main, LLC is the owner of 50 shares of the Godding Ditch Company, which they intend to dedicate to the Town pursuant to a future Native Water Dedication Agreement; and

WHEREAS, to be more efficient with the Town’s water court filings, 610 S. Main, LLC has agreed to allow the inclusion of its 50 shares of the Godding Ditch Company in the water court application it is preparing, subject to the Authorization for Change of Water Rights.

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

1. The Authorization for Change of Water of Water Rights between the Town of Firestone and 610 S. Main, LLC 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 Authorization on behalf of the Town.

PASSED AND ADOPTED this 26th day of March, 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

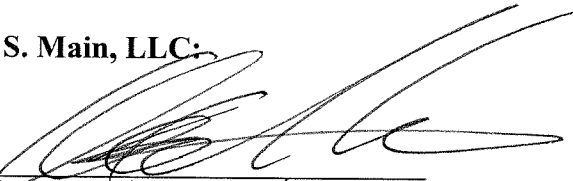
AUTHORIZATION FOR CHANGE OF WATER RIGHTS

THIS AUTHORIZATION FOR CHANGE OF WATER RIGHTS ("Agreement"), dated _____, 2025, is made as of _____, 2025, by and between **610 S. Main LLC** and the **Town of Firestone** ("Town").

1. The undersigned is the Manager of 610 S. Main, LLC
2. 610 S. Main, LLC owns the property located at in the NW $\frac{1}{4}$, the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 12, Township 2 North, Range 67 West of the 6th P.M. as well as 50 shares in the Godding Ditch Co. ("Godding Shares") which were historically used on that property; and
3. 610 S. Main, LLC intends to dedicate the Godding Shares to the Town in compliance with Town's Native Dedication Policy for property within the Town.
4. 610 S. Main LLC retains full ownership of the Godding Shares, including any and all associated water rights, until such time as the shares are formally transferred pursuant to a separate and duly executed dedication or transfer agreement. Nothing in this Authorization shall be construed as a waiver or relinquishment of 610 S. Main LLC's ownership or usage rights in the Godding Shares.
5. 610 S. Main, LLC has authorized the Town to file an application for the water rights and changes to the Godding Shares, provided such change is in accordance with the following terms and conditions of this Authorization:
 - A. **Change of Godding Ditch Co. Shares.** The Town will retain the current use of irrigation for the Godding Shares, and the Godding Shares will not be converted to all municipal uses until after the shares have been dedicated to the Town.
 - B. **Dedication Fee.** 610 S. Main, LLC acknowledges that neither this Authorization nor the inclusion of the Godding Shares in a change in use application waives or modifies the Town's ability to charge and collect a dedication fee if and when the Godding Shares are dedicated to the Town, provided that any such fee must be mutually agreed upon or consistent with the Town's Native Dedication Policy as it exists at the time of dedication.. 610 S. Main LLC acknowledges that the Town of Firestone typically charges a flat fee of \$200,000 for processing water rights through Water Court. However, under this Agreement, 610 S. Main LLC shall only be responsible for no more than its pro-rata share of the Water Court costs related to the Godding Shares. This pro-rata share will only be payable if and when 610 S. Main LLC elects to dedicate the Godding Shares to the Town. Until such election is made, 610 S. Main LLC shall not be required to pay any portion of these Water Court costs except as provided in Paragraph F.
 - C. **Ownership.** 610 S. Main, LLC will retain ownership of the Godding Shares and does not by this Authorization convey any ownership interest in and to the Godding Shares to the Town.

- D. **Catlin Application and Prosecution of Change in Use.** 610 S. Main, LLC agrees to cooperate with the Town, at no cost to 610 S. Main, LLC, in any Catlin Application to the Godding Shares and in the prosecution of the change in use of the Godding Shares as requested. As described in this Agreement, a **Catlin Application** is a legal process to change the use of water rights, such as from irrigation to municipal use, while preserving the historical water use and ensuring that other water users are not negatively affected.
- E. **Town of Firestone Counsel's Scope.** The Town's water counsel, under the direction of the Town, will control and manage the filing, strategy, and finalization of the change of use of the Godding Shares. Nothing herein shall create an attorney-client relationship between the Town's water counsel and 610 S. Main, LLC. The Town shall have the sole ability to diligently prosecute the change of use of the Godding Shares, subject only to a request to withdraw the shares from the change of use as described herein.
- F. **Developer Withdrawal of Change Case.** 610 S. Main, LLC may request that the change of use case of the Godding Shares be withdrawn at any time, with or without cause. The Town shall promptly comply with any such request. However, 610 S. Main, LLC shall pay any costs assessed by the Water Court arising out of the Town's compliance with the withdrawal request. Upon 610 S. Main LLC's request for withdrawal, the Town shall provide an estimate of any costs assessed by the Water Court arising out of such withdrawal. 610 S. Main LLC shall have the right to reconsider the withdrawal based on the estimated costs before finalizing the request.
- G. **Cost Sharing.** Except as expressly provided in this Agreement, 610 S. Main LLC shall not be responsible for any costs or expenses arising from the prosecution, filing, or modification of the change in use of the Godding Shares unless explicitly agreed to in writing.

610 S. Main, LLC:

By: 

Alexander Moradi, Manager

Date 3/4/25

Town of Firestone

By: _____

_____, Manager

Date _____

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.f

Consent Agenda

Meeting Date: March 26, 2025

Initiated By: Todd Bjerkaas

Department: Planning & Development

AGENDA ITEM

Resolution 25-40: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, GRANTING A UTILITY EASEMENT TO MERITAGE HOMES OF COLORADO, INC., PERTAINING TO THE FRONTIER ESTATES FILING NO. 2 SUBDIVISION

RECOMMENDATION

Staff recommends approval of Resolution 25-40.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve Resolution 25-40.

Approval with Conditions: The Board moves to approve Resolution 25-40, listing the Board's conditions.

Denial: The Board moves to deny Resolution 25-40.

No Action: The Board provides staff with specific instructions to modify Resolution 25-40 and return at a future date.

SUMMARY

For the Board of Trustees consideration is a Utility Easement and Agreement granted by the Town to Meritage Homes of Colorado for a drainage easement at the southeast corner of Central Park. The easement is approximately 0.221 acres in size and is necessary to accommodate drainage improvements which safely convey drainage flows generated from the Frontier Estates Filing No. 2 Subdivision as well as other upstream and historic flows.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

The Frontier Estates Filing No. 2 Preliminary Plat was approved by the Board of Trustees on July 24, 2024. The Frontier Estates Filing No. 2 Final Plat was approved by the Board of Trustees on February 26, 2025.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Resolution 25-40 Frontier Estates F2 Off-Site Drainage Easement Grant
2. Frontier Estates Filing No. 2 Utility Easement Agreement

RESOLUTION NO. 25-40

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, GRANTING A UTILITY EASEMENT TO MERITAGE HOMES OF COLORADO, INC., PERTAINING TO THE FRONTIER ESTATES FILING NO. 2 SUBDIVISION

WHEREAS, Meritage Homes of Colorado (“Owner”) is the owner of certain real property located in the Town of Firestone (“Town”), legally described as Frontier Estates Filing No. 2, Town of Firestone, County of Weld, State of Colorado (the “Property”); and

WHEREAS, Owner intends to develop approximately 182 residential lots on the Property (“Project”) pursuant to the Frontier Estates Filing No. 2 Final Plat (“Plat”) approved by the Town Board of Trustees on February 26, 2025 pursuant to Resolution No. 25-24; and

WHEREAS, the Town is the owner of certain real property legally described as Outlot 2, Firestone Central Park First Filing Minor Subdivision, Town of Firestone, County of Weld, State of Colorado (“Central Park Property”); and

WHEREAS, to accommodate and safely convey flows generated from the Project as well as stormwater runoff from areas adjacent to and upstream from the Property, itself, without causing damage to downstream property or altering historic drainage paths within the existing drainage basin, the Project’s stormwater drainage facility system design will require the construction of a forebay, concrete trickle channel and graded swale off-site of the Property (“Improvements”), and more specifically on approximately 0.221 acres of the Central Park Property located immediately to the north of the Property; and

WHEREAS, to construct, operate and maintain the Improvements, Owner will require and is requesting from the Town a utility easement from the Town, and Town Staff recommends the Town accommodate Owner’s request and grant to it a utility easement, pursuant to the terms and conditions of a Utility Easement and Agreement, attached as **Exhibit A**, and more particularly described and depicted in the attachment to **Exhibit A**, to correspond with the location of the Improvements as shown in the Final Construction Documents for the Plat; and

WHEREAS, the Board of Trustees finds and determines that the Improvements will not interfere with the current and future uses of the Central Park Property, that they will facilitate development of the Project, and that granting a utility easement that would result in construction of the Improvements promotes the health, safety and welfare of the community.

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

Section 1. The Board of Trustees of the Town of Firestone hereby grants a permanent, non-exclusive utility easement over and across approximately 0.221 acres of the Central Park Property, as described and depicted in Exhibit A, attached hereto and made a part of this resolution, with the Mayor being authorized to execute and acknowledge the grant of the easement on behalf of the Town.

Section 2. The Board of Trustees of the Town of Firestone hereby authorizes and approves the Utility Easement Agreement between the Town and Owner, in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the agreement on behalf of the Town.

PASSED AND ADOPTED this 26th day of March, 2025.

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

UTILITY EASEMENT AND AGREEMENT

This **UTILITY EASEMENT AND AGREEMENT** ("Agreement") is made and entered into this ____ day of _____, 2025, by and between the TOWN OF FIRESTONE, COLORADO, a municipal corporation organized and existing under and by virtue of the laws of the State of Colorado, whose address is 9950 Park Avenue, Firestone, Colorado, 80504 ("Firestone" or "Grantor") and MERITAGE HOMES OF COLORADO, INC., an Arizona corporation ("Grantee"), whose address is 7900 E Union Avenue, Suite 400, Denver, Colorado, 80237.

1. Grantor's Property. Firestone is the owner of that certain parcel of real property (the "Property") located in Weld County, Colorado, legally described as **Exhibit A**.
2. Grant of Easement –Consideration. Firestone grants to Grantee a perpetual, non-exclusive easement (the "Easement") over, under, in and across that portion of the Property as more fully described in **Exhibit B**, attached to and made a part of this Agreement (the "Easement Area"), subject to the terms and conditions set forth below.
3. Purpose and Uses of Easement. Grantee may use the Easement: (a) to construct, install, access, operate, use, maintain, repair, reconstruct, replace, inspect, and remove, at any time and from time to time, forebay, concrete trickle channel, graded swale (the "Improvements") upon, across, over, under through and within the Easement Area; (b) to remove obstructions to the Improvements; and (c) to mark the location of the Easement Area and Improvements by suitable markers set and maintained in the ground. Nothing herein shall be construed to permit any overhead utilities or any surface or underground facilities or equipment associated with any utilities other than the Improvements within the Easement Area.
4. Access. Additionally, Grantor grants and conveys to Grantee a permanent easement (the "Access Easement") for the purpose of ingress to and egress to and from the Permanent Easement Area upon, over, in and across the Property, as described more fully on **Exhibit B**, attached hereto and made a part of this Agreement (the "Access Easement Area"). Grantee shall only use the existing roads for ingress and egress
5. Grantor's Rights in Easement Area. Firestone reserves the right to use the Easement Area for any purposes that will not impair, endanger or unreasonably interfere with any of the Improvements or with Grantee's full enjoyment of the rights hereby granted.

A. Relocation and Displacement of Facilities. Grantee understands and acknowledges that Grantor may require Grantee to relocate one or more of its Improvements within or outside the Easement Area, if Grantor reasonably determines that the relocation is needed for any of the following purposes: (a) if relocation is necessary for the construction, completion repair, relocation, or maintenance of a Town-owned or Town-controlled facility, public work or improvement or Public Right-of-Way; (b) because the Improvements are conflicting with, interfering with or adversely affecting the construction and implementation of a public construction project, proper operation of street lights, traffic signals, governmental communications networks or other Town property uses in existence as of the date of this Agreement or arising in the future; or (c) if relocation is necessary to protect or preserve the public health or safety. In any such case, Town shall use its best efforts to avoid construction of Town facilities or improvements that may require relocation of the Improvements (but shall not be

required to incur additional or unreasonable financial costs). In the event Grantor reasonably determines that the relocation is needed for any of the aforementioned purposes, then Grantor shall, as soon as is reasonably possible, provide notice to Grantee of the need for relocation and probable beginning and completion dates ("Relocation Notice"). Grantor shall use its best efforts (but shall not be required to incur additional or unreasonable financial costs) to afford Grantee a reasonably equivalent alternate location on the Property for the Improvements. Within 45 days of providing the Relocation Notice, Grantor will provide Grantee with a proposed new perpetual, non-exclusive easement to replace this Easement benefitting Grantee ("Replacement Easement"). Upon recording of the Replacement Easement, this Easement shall terminate and Grantee shall execute a recordable quitclaim deed in favor of Grantor evidencing termination of its rights under this Easement within ten (10) days after recording of the Replacement Easement. If Grantee rejects the proposed Replacement Easement within such 45-day period, then Grantor shall modify or amend this Easement to reconfigure and/or relocate the Easement Area by recording and delivering to Grantee a notice of relocation setting forth the new legal description of the Easement Area ("Amended Easement"). Grantee shall relocate any Improvements at Grantee's sole cost and expense not later than one hundred and twenty (120) days after recording of the Replacement Easement or the Amended Easement. If Grantee shall fail to relocate any Improvements within such 120-day period, then Grantor shall be entitled to relocate the Improvements at the Grantee's sole cost and expense, without further notice to the Grantee.

6. Construction.

A. Grantee shall provide Firestone a complete set of "As-Built Plans" for the Improvements, in paper and electronic format, within thirty days following construction and installation of the Improvements.

B. Grantee shall ensure that construction of the Improvements shall be undertaken by a licensed contractor, and shall cause all work to be performed by such contractor to be in accordance with all applicable statutes, ordinances, rules, regulations and permitting requirements.

7. Operation and Maintenance.

A. Grantee shall be solely responsible for the maintenance and replacement of the Improvements now or hereafter constructed and located within the Easement Area.

B. Upon completion of any construction work in the Easement Area, Grantee will maintain the surface of the Easement area in compliance with any applicable weed, nuisance or other legal requirements.

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

8. Depth of Cover. Unless a greater depth is required by applicable law, Grantee shall initially bury Improvements within the Easement Area at a minimum depth of four (4) feet below the surface of the ground.

9. Liability and Responsibility.

A. Firestone shall have no obligation to contribute to the costs or expenses of initial construction or installation of the Improvements.

B. Except for any negligent or willful act or omission, Firestone shall not be responsible or held liable for damages to the Improvements resulting from any work conducted by Firestone on the Property or in connection with performing authorized emergency repairs and maintenance of any existing improvements on the Property.

C. Nothing in this Easement Agreement shall be construed to be a waiver of the limitations on liability which are provided to Firestone under any provision of law or the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq., as currently enacted or subsequently amended ("CGIA").

10. Binding Effect - Runs With Land. This Agreement shall extend to and be binding upon and inure to the benefit of the Parties to this Agreement and their respective successors and assigns, including without limitation, all subsequent owners of the Property, and all persons claiming under them. The rights and responsibilities set forth in this Agreement are intended to be covenants upon the Easement Area and are to run with the land.

11. Notices. Any notice, request, consent, offer or demand required or permitted to be given in this Agreement, shall be in writing and be sufficiently given if delivered in person or sent by mail or email, addressed to the party to whom such notice is intended to be given at the address set forth below:

Firestone:

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

William P. Hayashi
Williamson and Hayashi, LLC
1650 38th Street, Suite 103
Boulder, CO 80301

Grantee:

Meritage Homes of Colorado
Mike Salmina
7900 E Union Avenue Suite 400
Denver, CO 80237

Tim Clements
Meritage Homes General Counsel
8800 East Raintree Drive, Suite 300
Scottsdale, AZ 85260

12. Governing Law; Venue: This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. Jurisdiction and venue for any actions arising from this Agreement and any amendments hereto shall rest exclusively in Weld County, Colorado.

13. Amendment; Waiver: No provision of this Agreement may be amended, waived or otherwise modified without, except by a writing executed by both Parties. The waiver by any party of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions hereof.

14. Authority. Firestone warrants that it has full right and lawful authority to convey the real property interests contained in the Easement granted above. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and to bind itself, its respective successors and assigns, and that no other contract or agreement to which it is a party prevents it from executing this Agreement or concluding the transactions described herein.

15. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto relating to the Easement and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

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

IN WITNESS WHEREOF, the parties have executed this Utility Easement and Agreement, effective as of the date first set forth above.

SIGNATURE PAGES FOLLOW

GRANTOR:

**THE TOWN OF FIRESTONE,
COLORADO, a Colorado municipality**

By: _____
Don Conyac, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

[INSERT NAME], Acting Town Clerk

William P. Hayashi, Town Attorney

ACCEPTED BY GRANTEE:

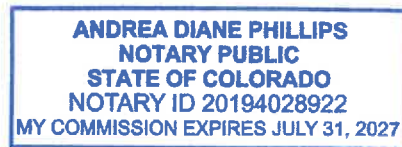
Meritage Homes of Colorado, Inc., an Arizona Corporation

By: [Signature]

Name: Mike Salmina

Title: Vice President Land Acquisitions

STATE OF COLORADO)
) ss
COUNTY OF Denver



The foregoing instrument was acknowledged before me this 27th day of January, 2022, by Mike Salmina, as VP of Land Acquisitions of Meritage Homes, owner of the Subject Property.

Witness my hand and official seal.

[Signature]

(Notary Public Official Signature)

Notary Public

(Title of office)

July 31, 2027
(Commission Expiration)



EXHIBIT "A"

PROPERTY DESCRIPTION

OUTLOT 2, FIRESTONE CENTRAL PARK FIRST FILING MINOR SUBDIVISION, RECORDED UNDER RECEPTION NUMBER 3427733 IN THE RECORDS OF WELD COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 67 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.



EXHIBIT “B”

EASEMENT DESCRIPTION

THAT PORTION OF OUTLOT 2, FIRESTONE CENTRAL PARK FIRST FILING MINOR SUBDIVISION, RECORDED UNDER RECEPTION NUMBER 3427733 IN THE RECORDS OF WELD COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 67 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 18 IS ASSUMED TO BEAR NORTH 01°15'25" WEST, SAID LINE BEING MONUMENTED ON THE SOUTH BY THE EAST QUARTER-SECTION CORNER OF SAID SECTION 18 BEING A 3-1/4" BRASS CAP (ILLEGIBLE) IN A RANGE BOX AND BEING MONUMENTED ON THE NORTH BY THE NORTHEAST SECTION CORNER OF SAID SECTION 18 BEING A 3-1/4" ALUMINUM CAP STAMPED "LS 13155" IN A RANGE BOX, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID EAST QUARTER-SECTION CORNER OF SECTION 18;

THENCE ALONG A NORTH LINE OF LOT B, RECORDED EXEMPTION NO. 1311-18-4-RE-2636 RECORDED UNDER RECEPTION NUMBER 2749816 IN THE RECORDS OF WELD COUNTY CLERK AND RECORDER'S OFFICE, THE SOUTH LINE OF SAID OUTLOT 2, FIRESTONE CENTRAL PARK FIRST FILING MINOR SUBDIVISION AND THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 18, NORTH 89°28'41" WEST A DISTANCE OF 280.42 FEET TO THE **POINT OF BEGINNING.**

THENCE CONTINUING ALONG SAID NORTH LINE OF LOT B, SAID SOUTH LINE OF OUTLOT 2 AND SAID SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 18, NORTH 89°28'41" WEST A DISTANCE OF 30.00 FEET;

THENCE DEPARTING SAID NORTH LINE OF LOT B, SOUTH LINE OF SAID OUTLOT 2 AND SAID SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 18, AND ALONG THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 00°31'19" EAST A DISTANCE OF 54.30 FEET;
- 2) NORTH 60°31'19" EAST A DISTANCE OF 103.66 FEET;
- 3) SOUTH 89°28'40" EAST A DISTANCE OF 187.34 TO A POINT ON THE EAST LINE OF SAID OUTLOT 2, FIRESTONE CENTRAL PARK FIRST FILING MINOR SUBDIVISION AND THE WEST RIGHT-OF-WAY LINE OF FRONTIER ST.;

THENCE ALONG SAID EAST LINE OF OUTLOT B AND WEST RIGHT-OF-WAY LINE OF FRONTIER ST., SOUTH 01°15'25" EAST A DISTANCE OF 30.01 FEET;

THENCE DEPARTING SAID EAST LINE OF OUTLOT B AND WEST RIGHT-OF-WAY LINE OF FRONTIER ST. AND ALONG THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 89°28'40" WEST A DISTANCE OF 180.23 FEET;
- 2) SOUTH 60°31'19" WEST A DISTANCE OF 78.30 FEET;
- 3) SOUTH 00°31'19" WEST A DISTANCE OF 36.98 FEET TO THE **POINT OF BEGINNING.**

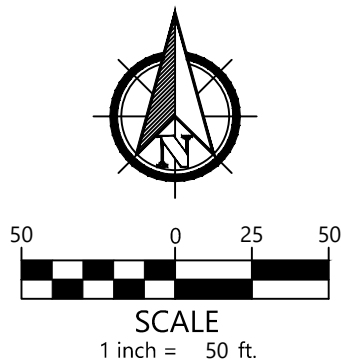
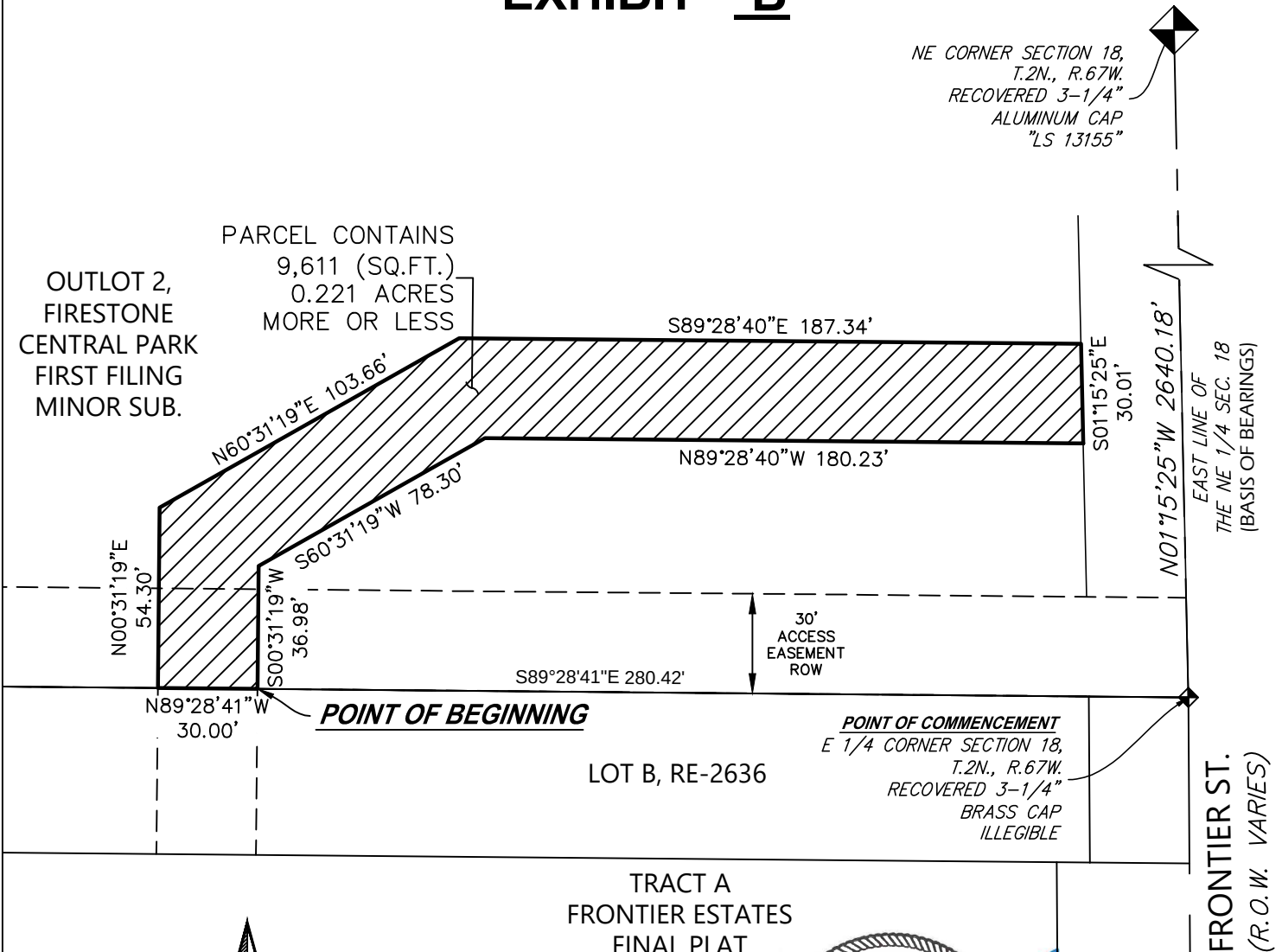
CONTAINING A CALCULATED AREA OF 9,611 SQUARE FEET OR 0.221 ACRES, MORE OR LESS.

I, MARK A. HALL, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO
HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE
PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



MARK A. HALL, P.L.S.
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 36073
FOR AND ON BEHALF OF LJA SURVEYING, INC.
303.390.8510
www.LJASurvey.com
7800 E. UNION AVE., SUITE 575, DENVER, COLORADO 80237

EXHIBIT "B"



TRACT A
FRONTIER ESTATES
FINAL PLAT
FILING NO. 1



FOR AND ON BEHALF OF
LJA SURVEYING, INC.



THE ABOVE DESCRIBED PARCEL CONTAINS: 9613 SQ. FT. (0.221 ACRES) MORE OR LESS
THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION



7800 E. Union Avenue
Suite 575
Denver, CO 80237
303-390-8510
www.lja.com

FIRESTONE CENTRAL PARK FIRST FILING MINOR SUBDIVISION
DRAINAGE EASEMENT
A PART OF SECTION 18, T 2 N, R 67 W, 6TH P.M.
WELD COUNTY, COLORADO

Prepared: KJM
Approved: MAH

Horiz. Scale: 1"=50'
Vert. Scale: N.A.

Job No.: 1025-0012
Date: 11/14/2024

Sheet: 3_OF_3

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.a

Discussion/Action

Meeting Date: March 26, 2025

Initiated By:

Department: Administration

AGENDA ITEM

Resolution 25-35: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND VIA MOBILITY SERVICES FOR TRANSPORTATION SERVICES FOR ELIGIBLE RESIDENTS OF THE TOWN AND THE CITY OF DACONO

RECOMMENDATION

Staff recommends approval of the Resolution.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.

Approval with Conditions: The Board moves to approve the Resolution, listing the Board's conditions.

Denial: The Board moves to deny the Resolution. Denial would impact Resolution No. 25-35.

No Action: The Board provides staff with specific instructions to modify the Resolution and return at a future date.

SUMMARY

The proposed agreement with Via Mobility Services provides transportation services to eligible Firestone residents. Via Mobility Services is available Monday-Friday from 8:00 a.m. – 3:00 p.m., and riders must qualify to be eligible to participate. This agreement includes the following updates to the current Via transportation services:

1. Hourly rate of \$95/hour
2. Service Area updated to include areas north, south, and east of Firestone
3. Service Area includes Firestone and Dacono residents. Dacono will reimburse Firestone for their share of rides, per a separate Reimbursement Agreement.
4. Via will provide additional services in the case of an emergency or disaster affecting the Service Area

FINANCIAL CONSIDERATIONS

The 2025 budget includes \$74,400 for Via Mobility.

HISTORY AND PREVIOUS BOARD ACTION

- The Board approved Resolution 20-84, on September 23, 2020, approving a transportation services agreement with Via Mobility Services, and approved Resolution 21-82, amending the agreement.
- In 2021, Firestone received CDBG funding to expand Via's services in the Carbon Valley to the current service schedule.
- Between July and December of 2024, Via provided an additional bus service to the Carbon Valley, temporarily doubling the service capacity.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Resolution 25-35 - Via Transportation Services
2. Firestone-Via_Transportation Services Agreement_2025

RESOLUTION NO. 25-35

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE
TOWN OF FIRESTONE AND VIA MOBILITY SERVICES FOR
TRANSPORTATION SERVICES FOR ELIGIBLE RESIDENTS OF THE TOWN
AND THE CITY OF DAcono**

WHEREAS, Via Mobility Services (“Via”) can provide transportation for residents of the Town of Firestone (“Town”) and the City of Dacono (“Dacono”) who are aged 60 or older or have a disability and are registered with Via Mobility Services; and

WHEREAS, Via will transport the Town’s and Dacono’s eligible residents to locations within the Town and certain areas outside of the Town as agreed upon by the Town and Via; and

WHEREAS, the Board of Trustees finds that Via’s service is of public benefit as it provides transportation services for those eligible residents in need of such services.

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

The Transportation Services Agreement between the Town of Firestone and Via Mobility Services 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 ____ day of March, 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGREEMENT FOR TRANSPORTATION SERVICES

THIS TRANSPORTATION SERVICES AGREEMENT (the "Agreement") is made and entered into this 1st day of MARCH, 2025 (the "Effective Date"), by and between **VIA MOBILITY SERVICES** ("Via"), a Colorado nonprofit corporation, the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 ("Firestone" or "Town") (each a "Party" and collectively the "Parties").

WHEREAS, Firestone requires the transportation services described in the Statement of Work, **Exhibit A**; and

WHEREAS, Via has held itself out as having the requisite expertise and experience to perform the required transportation services described in **Exhibit A**.

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. Via will perform the transportation services set forth in the Statement of Work, **Exhibit A**, for the service areas described in **Exhibit A**, and **Exhibit B** as attached hereto and incorporated herein by this reference and known as **Transportation Services**. Via will also provide the personnel and management needed to carry out its duties.
- B. A change in the Statement of Work shall not be effective unless authorized as a modification to this Agreement. If Via proceeds without such written authorization, Via 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 Parties 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 have an initial term of one year from the effective date. Upon expiration of the initial term, this Agreement shall automatically renew for a period of one year.
- B. Either Party may serve the other with notice of a desire to amend, supplement, or renegotiate specific section(s) of this Agreement, in whole or in part. Such notice shall be provided in writing by one Party to the other not less than thirty (30) days prior to the proposed effective date.
- C. Any Party may terminate this Agreement upon thirty (30) days written notice to the other party. Firestone will be responsible for paying Via for its performance up to the effective termination date.

III. COMPENSATION

- A. In consideration for its services under this Agreement, Firestone shall pay Via for its performance of the services described in the Statement of Work according to the Rate and Payment Schedule as described **Exhibit C**, attached hereto and incorporated herein.

IV. PROFESSIONAL RESPONSIBILITY

- A. Via hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Via 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 Via 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 Via for its professional expertise, Via agrees not to employ Sub-Contractors to perform any work except as expressly set forth in the Statement of Work.

V. RESERVED

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

- A. Via 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 Via pursuant to this Agreement. At a minimum, Via shall procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.
1. Worker's Compensation insurance as required by law.
 2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, and employees, as additional insureds. No additional insured

endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Commercial Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) each occurrence with respect to each of Via's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy will contain a severability of interests provision. The policy will include coverage for uninsured/underinsured motorists.
- 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 Via shall be excess and not contributory insurance to that provided by Via. Via shall be solely responsible for any deductible losses under any policy.
- C. Via 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. Via 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 Via, any Sub-Contractor of Via, or any officer, employee, representative, or agent of Via, or which arise out of a worker's compensation claim of any employee of Via or of any employee of any Sub-Contractor of Via. Via'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 Via, any Sub-Contractor of Via, or any officer, employee, representative, or agent of Via or of any Sub-Contractor of Via.
- B. If Via is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Via's obligation to indemnify and hold harmless the Town may be determined only after Via'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. RESERVED

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. 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.
- E. 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.
- F. Modification. This Agreement may only be modified upon written Agreement of the Parties.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

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

TOWN OF FIRESTONE, COLORADO

ATTEST:

By: _____
Don Conyac Jr, Mayor

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

VIA MOBILITY SERVICES
By: 
Frank W. Bruno, CEO

**EXHIBIT A
STATEMENT OF WORK**

1. **TRANSPORTATION SERVICES.** The transportation services that are the subject of this Agreement (referred to as "Via paratransit services" or "VPT service(s)") are defined as Via's driver assisted, door-to-door transportation in a wheelchair-accessible vehicle for eligible residents that can be booked by phone to Via or through Via's online portal and occurs within the service area.
2. **ELIGIBLE RESIDENTS.** Eligible residents are defined as residents of the Town of Firestone or the City of Dacono and who (1) are aged 60 and older, or (2) adult residents of any age who have a disability, and (3) are registered with Via as VPT clients. The parties acknowledge that Via's client registration process is based on an honor system, meaning that people may register for VPT services by phone with a Via employee, giving personal information about where they live, their ages, and disability status; Via accepts such information as true and does not verify it. The parties agree that this is an acceptable process for determining eligibility for receiving VPT services. In addition, Firestone or Dacono may make its own assessment of an individual's eligibility and advise Via that a particular Firestone or Dacono resident is or is not eligible for VPT service and Via will decline service to that individual. The parties may re-define who is an eligible resident at any time by amending this Agreement.
3. **SERVICE AREA.** The service area includes the town limits of Firestone and the city limits of Dacono and the following destinations located outside of Firestone or Dacono's territorial boundaries:
 - a) Those destinations outside of Firestone or Dacono as set forth in Statement of Work **Exhibit B** which is included herein and made part of this Agreement. The parties may adjust the service area at any time by amending this Agreement.
4. **SERVICE DAYS AND TIMES.** Via shall provide VPT service on the following days of the week at the following times:
 - a) Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays, unless a day falls on a federal holiday.
 - b) 8 AM to 3:30 PM. The parties agree that Via may schedule rides to begin at either 8 AM or 3:30 PM, with the result that the beginning of the drive time could begin earlier than 8 AM and that a trip may be completed after 3:30 PM.

The parties may adjust the service days and times at any time by amending this Agreement.
5. **VEHICLE(S).** Via will provide one wheelchair-accessible vehicle with the capacity for at least six passengers (including up to two passengers in wheelchairs) for the VPT services. Via may

replace any vehicle it uses for the VPT service at any time with another vehicle of similar passenger capacity. The parties may change the number and/or passenger capacity of vehicles provided for the service at any time by amending this Agreement.

- 6. EMERGENCY SERVICES.** In the event a state of emergency is declared for the Service Area, Firestone or Dacono may request additional services (of the type described in this Agreement or otherwise within the expertise of Via) to be performed by Via. If Firestone or Dacono requests such additional services, Via shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Via shall bill for such services at the rates provided for in this Agreement.

EXHIBIT B SERVICE AREA

Service Area destinations located outside of Firestone or Dacono's territorial boundaries:

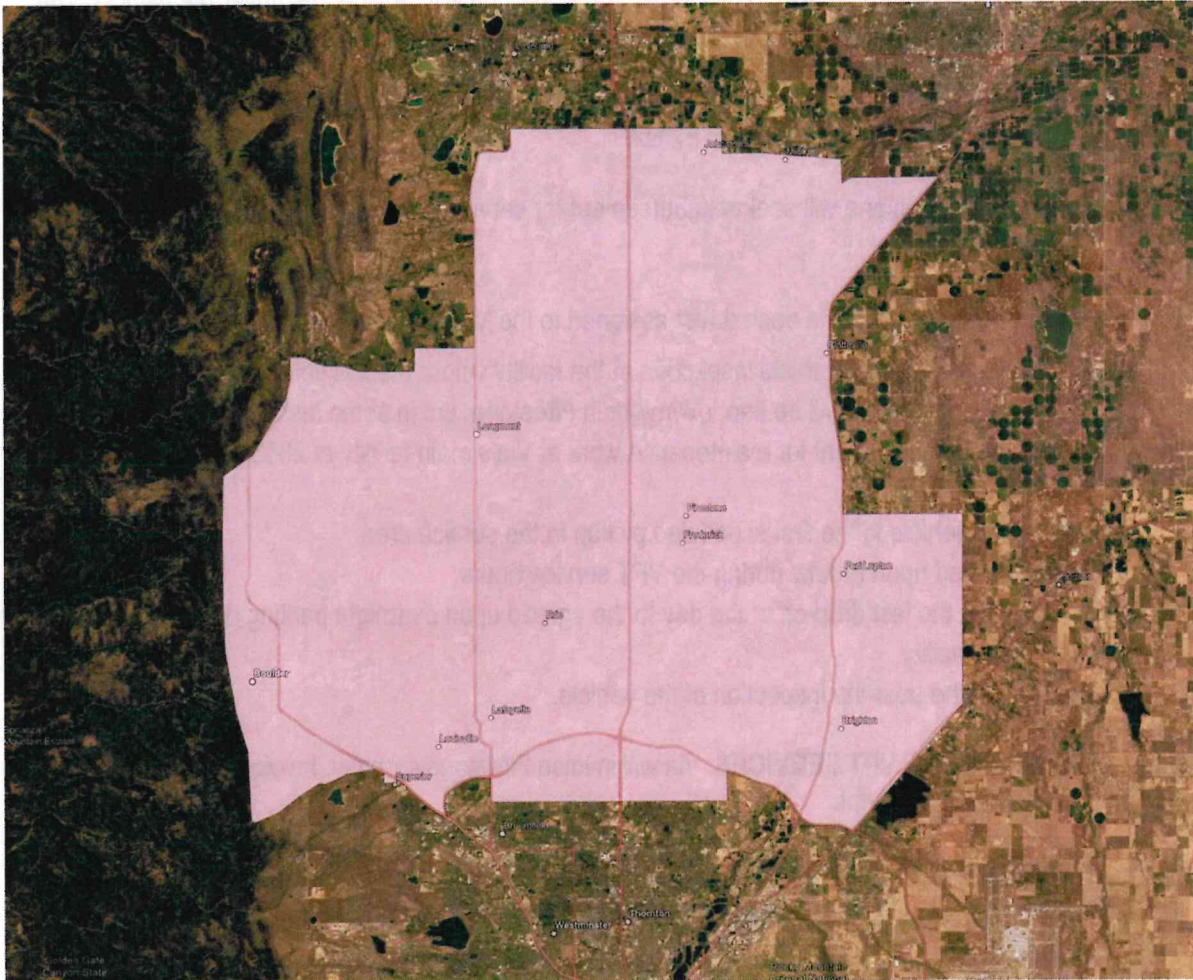


EXHIBIT C
RATE(S) AND PAYMENT SCHEDULE
VPT Services

1. RATE PER SERVICE HOUR. The parties agree that Via will provide one driver per vehicle. The cost of the VPT service is \$95 per service hour for each bus used (see Exhibit A).

- a) The Town of Firestone will be responsible for paying Via for services rendered to the City of Dacono, at the rate as described in Exhibit A.
- b) The Town of Firestone will seek reimbursement for services utilized by the City of Dacono residents.

The service hours include the time each driver assigned to the VPT service spends:

- a) Performing the pre-trip vehicle inspection at the facility where the Via vehicle is parked overnight. In general, the vehicle will be kept overnight in Firestone; but in some instances, the vehicle may have to be kept overnight for maintenance work at Via's main facility at 2855 N. 63rd Street, Boulder, CO 80301.
- b) Driving the vehicle to the first scheduled pickup in the service area.
- c) Taking agreed upon breaks during the VPT service hours.
- d) Driving from the last drop-off of the day to the agreed upon overnight parking place, or if needed, to Via's main facility.
- e) Performing the post-trip inspection of the vehicle.

2. INVOICING FOR VPT SERVICES. Via will invoice Firestone monthly. Invoices are payable within thirty (30) days of receipt.

3. RIDERSHIP DATA. Via will provide Firestone with monthly data on each rider and make the following information available upon request for audit:

- a) Date of trip.
- b) Rider name.
- c) Pick-up and Drop-off location.
- d) Purpose of ride.
- e) Mobility condition of rider.
- f) Age of rider.
- g) Disabilities – general description.
- h) Total number of persons in rider's household.
- i) Rider's household income.
- j) Ethnicity.

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.b

Discussion/Action

Meeting Date: March 26, 2025

Initiated By:

Department: Administration

AGENDA ITEM

Resolution 25-36: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO AND THE CITY OF DAKONO APPROVING A REIMBURSEMENT AGREEMENT REGARDING VIA MOBILITY SERVICES

RECOMMENDATION

Staff recommends approval of the resolution, establishing a reimbursement agreement between Dakono and Firestone.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.

Approval with Conditions: The Board moves to approve the Resolution, listing the Board's conditions.

Denial: The Board moves to deny the Resolution. Denial will impact Resolution No. 25-35.

No Action: The Board provides staff with specific instructions to modify the Resolution and return at a future date.

SUMMARY

The proposed reimbursement agreement outlines Dakono's responsibility to reimburse Firestone for rides taken by Dakono residents under Firestone's transportation services agreement with Via. Dakono will reimburse Firestone monthly for the percentage of rides taken by Dakono residents as compared to the total rides taken.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

Resolution 25-35, approving a transportation services agreement between Firestone and Via Mobility Services, is being considered by the Board at the March 26, 2025 meeting.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Resolution 25-36 Firestone-Dakono Via Reimbursement
2. Firestone-Dakono_Via Mobility Reimbursement Agreement_2025

RESOLUTION NO. 25-36

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE COLORADO AND THE CITY OF DAcono APPROVING A
REIMBURSEMENT AGREEMENT REGARDING VIA MOBILITY
SERVICES**

WHEREAS, the Town of Firestone ("Town") entered into a Transportation Services Agreement ("Agreement") with Via Mobility Services ("Via") which provides that Via will transport eligible residents of both the Town and City of Dacono ("Dacono") to locations as agreed upon by the Town and Via; and

WHEREAS, the Agreement provides that Via shall bill the Town on a monthly basis and that the Town shall receive reimbursement from Dacono for transportation services provided to Dacono's residents; and

WHEREAS, the Town and Dacono propose a Reimbursement Agreement whereby Dacono shall be billed on a monthly basis and be responsible for payment of the percentage of the rides provided to its residents; and

WHEREAS, the Town and Dacono find that a Reimbursement Agreement is beneficial to both parties as Via provides driver assisted transportation services in a wheelchair accessible van for people 60 years of age and older and adult residents of any age with a disability and persons who are registered with Via for paratransit services.

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

The Reimbursement Agreement between the Town of Firestone and the City of Dacono 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 ___ day of March 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr. Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGREEMENT FOR REIMBURSEMENT

THIS AGREEMENT ("Agreement") entered into this ____ day of _____ 2025, by and between the **TOWN OF FIRESTONE** ("Firestone"), a Colorado statutory municipality, and the **CITY OF DACONO** ("Dacono"), a Colorado home rule municipality, for transportation services between the Town of Firestone Colorado and the City of Dacono Colorado.

WHEREAS, Firestone has entered into a Transportation Services Agreement with Via Mobility, an executed copy of which is attached hereto as Exhibit A, which provides driver assisted, door-to-door transportation in a wheelchair accessible van for persons 60 years of age and older and adult residents of any age with a disability and persons who are registered with Via Mobility for paratransit services; and

WHEREAS, Via Mobility's fee is **\$95.00 per service hour**, which includes the services as set forth in Via Mobility's Statement of Work and for which Via Mobility bills Firestone on a monthly basis; and

WHEREAS, The Transportation Services Agreement provides that Dacono's eligible residents may also receive Via Mobility's transportation services and that Firestone will seek reimbursement from Dacono for the costs for such services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS MADE HEREIN, FIRESTONE AND DACONO AGREE AS FOLLOWS:

1. Payment Obligation.

- a. Firestone shall upon receipt of its monthly bill from Via Mobility determine what percentage of the rides were provided to Dacono residents and Dacono shall be billed that percentage amount of the total monthly bill.
- b. Firestone shall submit its percentage calculation and the amount due Firestone to Dacono's Finance Department. Upon receipt of an invoice that identifies rides provided to Dacono residents, Dacono shall confirm it agrees the recipients of the rides were Dacono residents and reimburse Firestone for services to Dacono as a percentage of the total monthly service at the contracted rate of \$95.00 per hour, based on "total client trips + rider trips" identified on the Via invoice. Dacono will inform Firestone of any discrepancies and, if there are none, payment shall to be made in full by Dacono to Firestone within thirty days of receipt of such statement.
- c. If Dacono identifies any discrepancies, the parties will work together in good faith to resolve the same; Dacono shall pay the undisputed amount within thirty days of receipt of the original statement, and will promptly pay any disputed amounts upon resolution of such dispute.

2. Miscellaneous.

- (a) Colorado Law: This Agreement is to be governed by the laws of the State of Colorado. Venue for any litigation shall be in Weld County.
- (b) Counterparts: This Agreement may be executed in two or more counterparts, using manual or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.

-
- (c) Severability: If any term, covenant, or condition of this Agreement is deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be binding upon the parties.
 - (d) Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all other prior and contemporaneous agreements, representations, and understandings of the parties regarding the subject matter of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties. No representations or warranties whatever are made by any party to this Agreement except as specifically set forth in this Agreement or in any instrument delivered pursuant to this Agreement.
 - (e) Default/Attorney's Fees: In the event of default of any of the provisions herein, the defaulting party shall be liable to the non-defaulting party for all reasonable attorney fees, legal expenses and costs incurred as a result of the default.
 - (f) No Waiver: Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by either party shall not constitute a waiver of any of the other terms or obligations of this Agreement.
 - (g) Assignment: Neither party may assign or transfer this Agreement or any obligations or duties set forth in this Agreement.
 - (h) This Agreement shall continue for the term of Firestone's current Transportation Services Agreement with Via Mobility.
 - (i) Any amendment to Firestone's Transportation Services Agreement shall not be binding upon Dacono until the parties have amended this Agreement to include such amendment.

TOWN OF FIRESTONE

CITY OF DACONO

Don Conyac Jr, Mayor

Jennifer Krieger, City Manager

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A

(attach executed copy of Transportation Services Agreement between Firestone and Via Mobility)

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.c

Discussion/Action

Meeting Date: March 26, 2025

Initiated By: Raelynn Ferrera

Department: Administration

AGENDA ITEM

Ordinance 1061: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING THE SALE OF CERTAIN REAL PROPERTIES OWNED BY THE TOWN OF FIRESTONE, COLORADO; AND DECLARING AN EMERGENCY WITH RESPECT THERETO

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Ordinance.

Approval with Conditions: The Board moves to approve the Ordinance, listing the Board's conditions.

Denial: The Board moves to deny the Ordinance.

No Action: The Board provides staff with specific instructions to modify the Ordinance or Resolution and return at a future date.

SUMMARY

This Ordinance will authorize the conveyance of real property via a quit claim deed to the Board of Trustee members, establishing each Board of Trustee member as a Qualified Elector and Board member of the Downtown Development Authority (DDA).

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Organizational Objectives
 - Establish a Strong & Competitive Business Environment

ATTACHMENTS

1. Ordinance 1061 - Sale of Real Property (DDA)

ORDINANCE 1061

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING THE SALE OF CERTAIN REAL PROPERTIES OWNED BY THE TOWN OF FIRESTONE, COLORADO; AND DECLARING AN EMERGENCY WITH RESPECT THERE TO

WHEREAS, the Town of Firestone (the “Town”) is a municipal corporation and body politic, organized under the laws of the State of Colorado and possessing the maximum powers, authority, and privileges to which it is entitled under Colorado law; and

WHEREAS, Section 38-30-141, C.R.S., authorizes the Board to approve by ordinance the conveyance of any real estate belonging to the Town by deed or conveyance signed and acknowledged by the Mayor and attested by the signature of the Town Clerk and by the official seal of the Town;

WHEREAS, Section 31-15-713(1)(b), C.R.S., authorizes the Board to sell and dispose of, by ordinance, any real estate not used or held for a governmental purpose;

WHEREAS, the Town owns the real property to be sold is and has not been used or held for a governmental purpose; all located within the Town, with each to be known as **Parcels A through G**, respectively, and collectively, the “Property.”

WHEREAS, the Town Board of Trustees (“Board”) finds and determines that the Property has not been used or held for a municipal purpose during the period of the Town’s ownership; and

WHEREAS, in furtherance of the establishment of a proposed Firestone Downtown Development Authority, the Board desires to convey by quitclaim deed fee simple determinable title to the Property to the following persons: Don Conyac, Jr, Frank A. Jimenez, Raymond Byrd, Sean Doherty, Linda Haney, Matt Holcomb, and Lorna Morton, so long as each such person is an elected official of the Town.

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

Section 1. Authorization of Sale to Don Conyac, Jr. The Town Board authorizes the sale of fee simple determinable title to **Parcel A** to Don Conyac, Jr so long as he is an elected official of the Town of Firestone. The Mayor is authorized to sign and the Town Clerk to attest and seal, in form approved by the Town Attorney, a quit claim deed conveying such estate in land to Don Conyac, Jr. Parcel A is described as follows:

A PARCEL OF LAND SITUATED IN WELD COUNTY, COLORADO, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A BRASS CAP PROPERLY MARKED & STAMPED “1952” IN
A MONUMENT BOX IN THE NORTH QUARTER CORNER OF SECTION 30,

TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
WELD COUNTY, COLORADO.

THENCE N 90°00'00" E, 660.20 FEET;

THENCE S 00°36'10" E, 30 FEET TO THE POINT OF BEGINNING;

THENCE S 00°36'10" E, 10.00 FEET TO A POINT;

THENCE N 90°00'00" E, 10.00 FEET TO A POINT;

THENCE N 00°36'10" W, 10.00 FEET TO A POINT;

THENCE S 90°00'00" W, 10.00 FEET TO THE POINT OF TERMINATION,
CONTAINING 100 SQUARE FEET MORE OR LESS.

Section 2. Authorization of Sale to Frank A. Jimenez. The Town Board authorizes the sale of fee simple determinable title to **Parcel B** to Frank A. Jimenez so long as he is an elected official of the Town of Firestone. The Mayor is authorized to sign and the Town Clerk to attest and seal, in form approved by the Town Attorney, a quit claim deed conveying such estate in land to Frank A. Jimenez. Parcel B is described as follows:

A PARCEL OF LAND SITUATED IN WELD COUNTY, COLORADO, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP PROPERLY MARKED & STAMPED "1952" IN
A MONUMENT BOX IN THE NORTH QUARTER CORNER OF SECTION 30,
TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
WELD COUNTY, COLORADO.

THENCE N 90°00'00" E, 660.20 FEET;

THENCE S 00°36'10" E, 30 FEET TO THE POINT OF BEGINNING;

THENCE S 00°36'10" E, 20.00 FEET TO A POINT;

THENCE N 90°00'00" E, 10.00 FEET TO A POINT;

THENCE N 00°36'10" W, 10.00 FEET TO A POINT;

THENCE S 90°00'00" W, 10.00 FEET TO THE POINT OF TERMINATION,
CONTAINING 100 SQUARE FEET MORE OR LESS.

Section 3. Authorization of Sale to Raymond Byrd. The Town Board authorizes the sale of fee simple determinable title to **Parcel C** to Raymond Byrd for so long as he is an elected official of the Town of Firestone. The Mayor is authorized to sign and the Town Clerk to attest and seal, in form approved by the Town Attorney, a quit claim deed conveying such estate in land to Raymond Byrd. Parcel C is described as follows:

A PARCEL OF LAND SITUATED IN WELD COUNTY, COLORADO, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP PROPERLY MARKED & STAMPED "1952" IN
A MONUMENT BOX IN THE NORTH QUARTER CORNER OF SECTION 30,
TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
WELD COUNTY, COLORADO.

THENCE N 90°00'00" E, 660.20 FEET;

THENCE S 00°36'10" E, 30 FEET TO THE POINT OF BEGINNING;

THENCE S 00°36'10" E, 30.00 FEET TO A POINT;

THENCE N 90°00'00" E, 10.00 FEET TO A POINT;

THENCE N 00°36'10" W, 10.00 FEET TO A POINT;
THENCE S 90°00'00" W, 10.00 FEET TO THE POINT OF TERMINATION,
CONTAINING 100 SQUARE FEET MORE OR LESS.

Section 4. Authorization of Sale to Sean Doherty. The Town Board authorizes the sale of fee simple determinable title to **Parcel D** to Sean Doherty so long as he is an elected official of the Town of Firestone. The Mayor is authorized to sign and the Town Clerk to attest and seal, in form approved by the Town Attorney, a quit claim deed conveying such estate in land to Sean Doherty. Parcel D is described as follows:

A PARCEL OF LAND SITUATED IN WELD COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A BRASS CAP PROPERLY MARKED & STAMPED "1952" IN A MONUMENT BOX IN THE NORTH QUARTER CORNER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO.
THENCE N 90°00'00" E, 660.20 FEET;
THENCE S 00°36'10" E, 30 FEET TO THE POINT OF BEGINNING;
THENCE S 00°36'10" E, 40.00 FEET TO A POINT;
THENCE N 90°00'00" E, 10.00 FEET TO A POINT;
THENCE N 00°36'10" W, 10.00 FEET TO A POINT;
THENCE S 90°00'00" W, 10.00 FEET TO THE POINT OF TERMINATION,
CONTAINING 100 SQUARE FEET MORE OR LESS.

Section 5. Authorization of Sale to Linda Haney. The Town Board authorizes the sale of fee simple determinable title to **Parcel E** to Linda Haney so long as she is an elected official of the Town of Firestone. The Mayor is authorized to sign and the Town Clerk to attest and seal, in form approved by the Town Attorney, a quit claim deed conveying such estate in land to Linda Haney. Parcel E is described as follows:

A PARCEL OF LAND SITUATED IN WELD COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A BRASS CAP PROPERLY MARKED & STAMPED "1952" IN A MONUMENT BOX IN THE NORTH QUARTER CORNER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO.
THENCE N 90°00'00" E, 660.20 FEET;
THENCE S 00°36'10" E, 30 FEET TO THE POINT OF BEGINNING;
THENCE S 00°36'10" E, 50.00 FEET TO A POINT;
THENCE N 90°00'00" E, 10.00 FEET TO A POINT;
THENCE N 00°36'10" W, 10.00 FEET TO A POINT;
THENCE S 90°00'00" W, 10.00 FEET TO THE POINT OF TERMINATION,
CONTAINING 100 SQUARE FEET MORE OR LESS.

Section 6. Authorization of Sale to Matt Holcomb. The Town Board authorizes the sale of fee simple determinable title to **Parcel F** to Matt Holcomb so long as he is an elected official of the Town of Firestone. The Mayor is authorized to sign and the Town Clerk to attest and seal,

in form approved by the Town Attorney, a quit claim deed conveying such estate in land to Matt Holcomb. Parcel F is described as follows:

A PARCEL OF LAND SITUATED IN WELD COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A BRASS CAP PROPERLY MARKED & STAMPED "1952" IN A MONUMENT BOX IN THE NORTH QUARTER CORNER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO.
THENCE N 90°00'00" E, 660.20 FEET;
THENCE S 00°36'10" E, 30 FEET TO THE POINT OF BEGINNING;
THENCE S 00°36'10" E, 60.00 FEET TO A POINT;
THENCE N 90°00'00" E, 10.00 FEET TO A POINT;
THENCE N 00°36'10" W, 10.00 FEET TO A POINT;
THENCE S 90°00'00" W, 10.00 FEET TO THE POINT OF TERMINATION,
CONTAINING 100 SQUARE FEET MORE OR LESS.

Section 7. Authorization of Sale to Lorna Morton. The Town Board authorizes the sale of fee simple determinable title to **Parcel G** to Lorna Morton so long as she is an elected official of the Town of Firestone. The Mayor is authorized to sign and the Town Clerk to attest and seal, in form approved by the Town Attorney, a quit claim deed conveying such estate in land to Lorna Morton. Parcel G is described as follows:

A PARCEL OF LAND SITUATED IN WELD COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A BRASS CAP PROPERLY MARKED & STAMPED "1952" IN A MONUMENT BOX IN THE NORTH QUARTER CORNER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO.
THENCE N 90°00'00" E, 660.20 FEET;
THENCE S 00°36'10" E, 30 FEET TO THE POINT OF BEGINNING;
THENCE S 00°36'10" E, 70.00 FEET TO A POINT;
THENCE N 90°00'00" E, 10.00 FEET TO A POINT;
THENCE N 00°36'10" W, 10.00 FEET TO A POINT;
THENCE S 90°00'00" W, 10.00 FEET TO THE POINT OF TERMINATION,
CONTAINING 100 SQUARE FEET MORE OR LESS.

Section 8. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision 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 9. 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.

Section 10. Immediate Effect. In accordance with C.R.S. 31-11-105(1) the Town declares that the immediate passage and effectiveness of this ordinance is necessary to protect the public health and welfare of the citizens of the Town, and upon the affirmative vote of three-fourths of the members of the Board of Trustees it shall be adopted as an emergency ordinance and in effect immediately upon adoption.

**INTRODUCED, READ, ADOPTED, AND APPROVED AS AN EMERGENCY
ORDINANCE AND ORDERED PUBLISHED BY TITLE** this ____ day of _____,
2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

APPROVED AS TO FORM:

Carolynne White, Town Special Counsel

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.d

Discussion/Action

Meeting Date: March 26, 2025

Initiated By: Raelynn Ferrera

Department: Administration

AGENDA ITEM

Ordinance 1062: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF, FIRESTONE, COLORADO, CALLING A SPECIAL ELECTION ON MAY 27, 2025, AND SUBMITTING TO THE QUALIFIED ELECTORS WITHIN THE BOUNDARIES OF THE PROPOSED FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY IN THE TOWN OF FIRESTONE THE QUESTION OF CREATING THE FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY; AND DECLARING AN EMERGENCY WITH RESPECT THERETO

RECOMMENDATION

Approval of Ordinance 1061

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Ordinance.

Approval with Conditions: The Board moves to approve the Ordinance, listing the Board's conditions.

Denial: The Board moves to deny the Ordinance.

No Action: The Board provides staff with specific instructions to modify the Ordinance and return at a future date.

SUMMARY

This Ordinance will allow the Town to hold a special election in May to form the Downtown Development Authority.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Establish a Strong & Competitive Business Environment
 - Organizational Objectives

ATTACHMENTS

1. Ordinance 1062 - Creation of DDA

ORDINANCE NO.1062

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF, FIRESTONE, COLORADO, CALLING A SPECIAL ELECTION ON MAY 27, 2025, AND SUBMITTING TO THE QUALIFIED ELECTORS WITHIN THE BOUNDARIES OF THE PROPOSED FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY IN THE TOWN OF FIRESTONE THE QUESTION OF CREATING THE FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY; AND DECLARING AN EMERGENCY WITH RESPECT THERETO

WHEREAS, the Town of Firestone (the “Town”) is a municipal corporation and body politic, organized under the laws of the State of Colorado and possessing the maximum powers, authority, and privileges to which it is entitled under Colorado law;

WHEREAS, pursuant to Part 8, Article 25, Title 31, C.R.S. (“DDA Act”), the Town is authorized to establish a downtown development authority (“DDA”) to provide for the development and redevelopment of the Town’s downtown; and

WHEREAS, the Town Board of Trustees (the “Board”) finds and determines that the establishment of a DDA is necessary to develop and redevelop the Town’s central business district and will serve a public purpose; will promote the public health, safety, prosperity, security, and general welfare of the inhabitants thereof and of the people of the State of Colorado; will halt or prevent deterioration of property values or structures within the Town’s central business district, will halt or prevent the growth of blighted areas within the central business district, and will assist the Town in the development and redevelopment of the central business district and in the overall planning to restore or provide for the continuance of the health thereof; and will be of special benefit to the properties within the DDA; and

WHEREAS, pursuant to Section 31-25-804, C.R.S., the Board has determined that it is necessary and appropriate to refer to the qualified electors of the area described herein in the Town at a special election to be held on May 27, 2025, the question concerning the establishment of a DDA; and

WHEREAS, qualified electors of the area within which the DDA is to exercise its powers shall be as defined in the DDA Act (the “Qualified Electors”); and

WHEREAS, pursuant to Section 31-25-804, C.R.S., all questions referred to the Qualified Electors concerning the formation of a DDA must be submitted by ordinance; and

WHEREAS, under Colorado statutes applicable to statutory towns with only one reading of an ordinance, the effective date of an ordinance depends on the date of publication, which date in turn, establishes the various deadlines that the Town’s designation election official must meet to conduct the special election; as a result, there is potential for confusion concerning compliance with election deadlines; and

WHEREAS, accordingly, the Town Board finds and declares that an emergency exists and it is necessary that this ordinance become effective immediately upon adopting at a single

reading to clarify when this ordinance becomes effective, to ensure the Town’s designated election official can comply with and meet statutory election deadlines, and to preserve and protect the public’s peace, safety, and welfare.

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

Section 1. Establishment of Central Business District and Downtown. The area within the boundaries of the proposed DDA, as depicted in Exhibit A, attached hereto and incorporated herein by this reference, is and traditionally has been the location of the principal business, commercial, financial, service, and governmental center of the Town, and is and has been zoned and used accordingly. Such area is established as being within the “Central Business District” and “Downtown” area of the Town, as such terms are defined and used by the DDA Act.

Section 2. Election Call. A special election of Qualified Electors within the boundaries of the proposed DDA established in Section 1 of this Ordinance shall be conducted on May 27, 2025, for the purposes set forth in this Ordinance. The election shall be conducted pursuant to the DDA Act, applicable provisions of Title 31, Article 10, Parts 1 through 15, C.R.S. (the “Colorado Municipal Election Code”) and all other applicable laws of Colorado, except as otherwise provided in the ordinances of the Town, all as impliedly modified by relevant judicial decision, including without limitation all acts required or permitted thereby with respect to voting by early voters’ ballots, absentee ballots, and emergency absentee ballots.

Section 3. Question Submitted and Ballot Title Fixed. The following ballot question and ballot title shall be submitted to the Qualified Electors of the proposed DDA in the independent mail ballot election on May 27, 2025:

A. Ballot Question:

“SHALL THE FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY BE ORGANIZED PURSUANT TO PART 8, ARTICLE 25, TITLE 31, COLORADO REVISED STATUTES, TO EXERCISE ALL POWERS AUTHORIZED THEREIN WITHIN THE BOUNDARIES OF THE AREA DEPICTED IN ORDINANCE NO.1061, OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, WITH A MAP OF THE AUTHORITY’S BOUNDARIES AVAILABLE AT THE TOWN CLERK’S OFFICE AND AVAILABLE FOR REVIEW?”

___ YES

___ NO

B. Ballot Title:

A REFERRED ORDINANCE FOR THE CREATION OF THE
FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY TO
EXERCISE ALL POWERS AUTHORIZED IN PART 8,
ARTICLE 25, TITLE 31 OF THE COLORADO REVISED
STATUTES.

Section 4. Bond Ordinance or Resolution. If a majority of Qualified Electors voting on the question set forth in Section 3 of this Ordinance approve of the question submitted, the DDA to be known as the Firestone Downtown Development Authority shall be created and established pursuant to the DDA Act, and any ordinance or resolution by which bonds are issued pursuant to the DDA Act shall specify the maximum net effective interest rate of such bonds.

Section 5. Designated Election Official. The Town Clerk is hereby directed to take all necessary and proper compliance actions to place the ballot question and ballot title before the Qualified Electors within the boundaries of the proposed Firestone Downtown Development Authority for the May 27, 2025, special election. The Town Clerk is hereby appointed and shall serve as the Designated Election Official to conduct the special election on behalf of the Town. The Designated Election Official is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Ordinance, the Colorado Municipal Election Code, the DDA Act, and all other applicable laws.

Section 6. Actions by Town Officers and Employees. Any and all actions previously taken by the Designated Election Official or any other Town officer or employee in furtherance of the directions and authorizations of this Ordinance are hereby ratified and confirmed.

Section 7. Severability. 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 8. 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.

Section 9. Emergency Declaration; Effective Date. Based on the foregoing recitals declaring that an emergency exists and that this Ordinance is deemed necessary for the immediate protection of the health, welfare, and safety of the community, in accordance with C.R.S. 31-11-105(1) and upon the affirmative vote of three-fourths of the members of the Board of Trustees, this Ordinance shall take effect immediately upon its adoption, and the Board directs that publication of this Ordinance be made, as provided by Section 31-16-105, C.R.S.

**INTRODUCED, READ, ADOPTED, AND APPROVED AS AN EMERGENCY
ORDINANCE AND ORDERED PUBLISHED BY TITLE** this __ day of _____,
2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

APPROVED AS TO FORM:

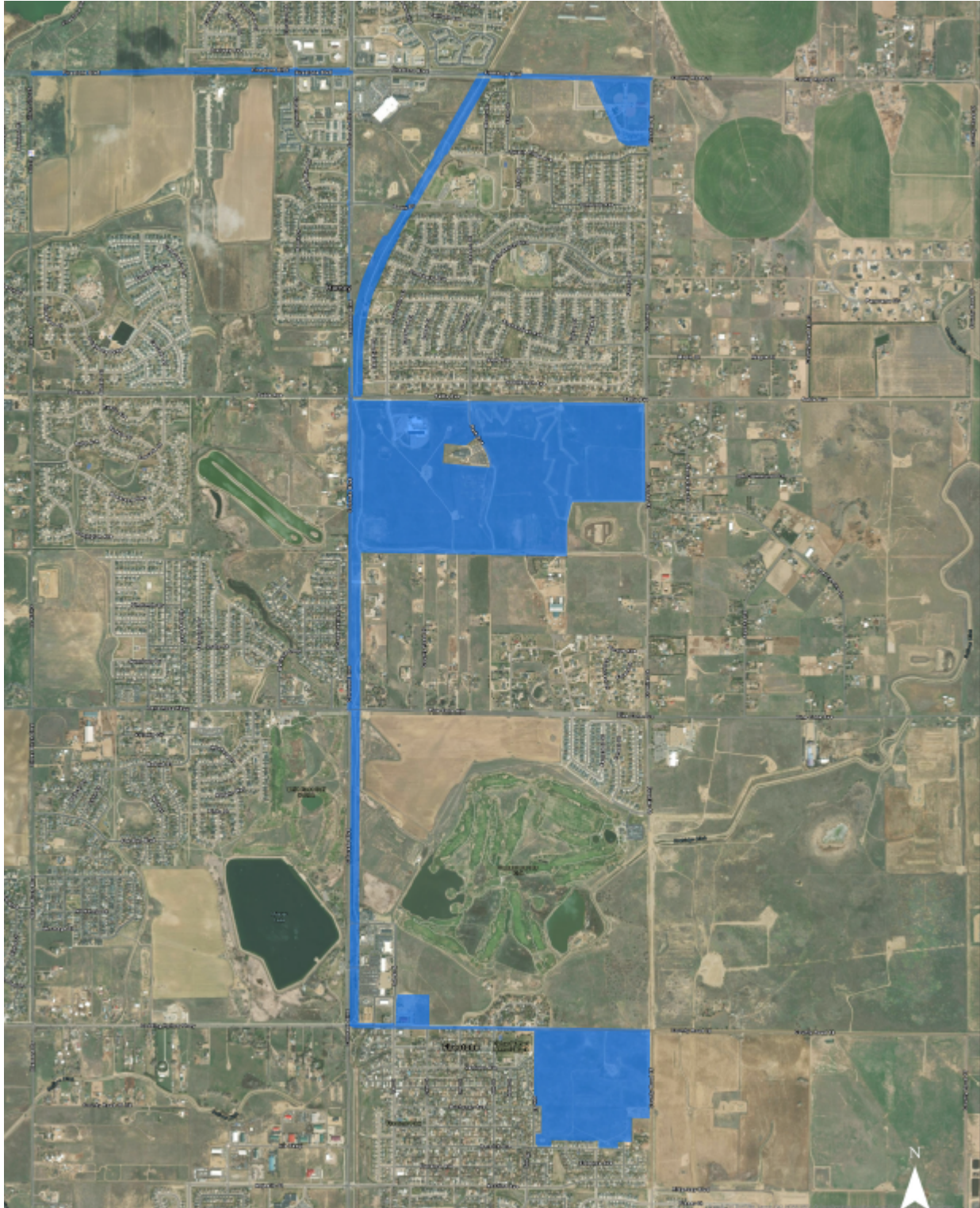
Carolynne White, Town Special Counsel

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

Exhibit A

Depiction of Proposed DDA



AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.e

Discussion/Action

Meeting Date: March 26, 2025

Initiated By:

Department: Administration

AGENDA ITEM

Resolution 25-39: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPOINTING TOWN ATTORNEY

RECOMMENDATION

Staff recommends approval of the resolution, appointing Keith Martin of the law firm Widner Juran as the Town of Firestone Town Attorney.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.

Approval with Conditions: The Board moves to approve the Resolution, listing the Board's conditions.

Denial: The Board moves to deny the Resolution.

No Action: The Board provides staff with specific instructions to modify the Resolution and return at a future date.

SUMMARY

The proposed resolution appoints Keith Martin of Widner Juran to serve as the Town Attorney as of April 1, 2025.

FINANCIAL CONSIDERATIONS

Legal Services are budgeted for annually in the Town's General Fund.

HISTORY AND PREVIOUS BOARD ACTION

The Town's current attorney gave notice to the Board of Trustees that he would be retiring this spring. In anticipation of his retirement, the Town of Firestone issued an RFQ for Town Attorney services. The Board of Trustees held Town Attorney interviews during the March 12th Regular Meeting and the March 19th Special Meeting and convened an executive session on March 19th to discuss selecting an attorney.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 25-39 Appointing Town Attorney
2. WJ Fee Agreement-Contract Town Attorney Firestone - A032525

RESOLUTION NO. 25-39

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPOINTING TOWN ATTORNEY**

WHEREAS, the Town of Firestone (the “Town”) is a municipal corporation and body politic, organized under the laws of the State of Colorado and possessing the maximum powers, authority, and privileges to which it is entitled under Colorado law; and

WHEREAS, pursuant to state law, the Town Board of Trustees shall appoint a Town Attorney; and

WHEREAS, the Town Board of Trustees desires to appoint Keith Martin of the law firm Widner Juran as the Town of Firestone Town Attorney.

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

Section 1. The Board of Trustees of the Town of Firestone appoints Keith Martin of Widner Juran to serve as the Town Attorney, such appointment to be effective as of April 1, 2025.

Section 2. The Board of Trustees of the Town of Firestone hereby authorizes and approves the Fee Agreement between the Town and Widner Juran, in substantially the same form as the copy attached hereto as **Exhibit A** and made a part of this resolution, and the Mayor is authorized to execute the agreement on behalf of the Town.

PASSED AND ADOPTED this 26th day of March, 2025.

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A

[Fee Agreement with Widner Juran LLP]

**AGREEMENT FOR LEGAL SERVICES OF TOWN ATTORNEY
FIRESTONE, COLORADO**

THIS AGREEMENT FOR LEGAL SERVICES OF TOWN ATTORNEY ("Agreement") is made effective as of April 1, 2025, between **WIDNER JURAN LLP**, a Colorado limited liability partnership with its principal place of business at 13133 E. Arapahoe Road, Suite 100, Centennial, Colorado 80112, (the "Firm"), and the **TOWN OF FIRESTONE, COLORADO**, a municipal corporation of the State of Colorado, with offices at 9950 Park Avenue, Firestone, CO 80504 (the "Town" or "Client").

WITNESSETH:

WHEREAS, the Town issued a request for qualifications ("RFQ") seeking Town Attorney legal services; and

WHEREAS, the Firm submitted a proposal in response to the Town's RFQ; and

WHEREAS, through a competitive process which included consideration of qualifications and interviews of other proposing law firms, the Town selected the Firm to serve as its Town Attorney; and

WHEREAS, the Town, by and through its Board of Trustees ("Town Board" or "Board"), wishes to retain the Firm for the purpose of providing legal representation for the Town, and the Firm wishes to provide such representation; and

WHEREAS, the parties wish to enter into this Agreement setting forth the mutual terms and conditions in order to serve the best legal interests of the Town, to promote the public confidence, and in furtherance of the Town's interest in securing legal services; and

WHEREAS, the Firm represents that it has the requisite legal knowledge, expertise, and support services to provide legal services to the Town, as set forth in this Agreement.

NOW, THEREFORE, for the consideration expressed in this Agreement, it is agreed as follows between the Town and the Firm:

1. APPOINTMENT OF GENERAL LEGAL COUNSEL

- A. The Firm is engaged and appointed as general legal counsel to represent and advise the Town with respect to legal matters referred by the Town to the Firm in accordance with this Agreement.
- B. Keith Martin is designated and appointed as the Town Attorney for the Town of Firestone. Robert (Bob) Widner is hereby designated as the Firm's primary attorney assisting Mr. Martin in a role generally recognized among municipalities as a deputy town attorney. Mr. Martin will be the primary and principal contact person for the Town in handling all legal matters for the Town. Mr. Widner's role will be to assist the Town Attorney during periods of the Town Attorney's vacation, illness, injury, or other circumstance reasonably warranting the Town Attorney's absence from service. The Firm may designate, *with the Town's prior written*

approval, another attorney of the Firm to serve in the role of deputy town attorney without need to formally amend this Agreement.

- C. The Firm may represent to third parties, to identify in Firm advertising and other Firm-sponsored materials, and to post on the Firm's website and social media that the Firm serves or represents the Town as the Firestone Town Attorney unless the Town specifically directs the Firm not to make such representation(s) on a particular matter or to a particular party.
- D. The Town Attorney and the Firm will work cooperatively and in concert with other Town-appointed attorneys who may be appointed by Town Board to represent the Town on specialized matters.
- E. The Firm may utilize other qualified attorneys and paraprofessionals of the Firm to assist the Town Attorney and provide services to the Town as deemed appropriate by the Town Attorney. The Firm will manage and delegate legal tasks and projects to the attorneys in the Firm who are qualified to assist the Town in the area of the legal services requested. The Town shall retain the right to reasonably reject the assignment of any Firm attorney or paraprofessional. All delegations of work to other attorneys or paraprofessionals shall be made with the goal and understanding that the delegation will result in reduced costs and greater efficiency due to lower billing rates and/or areas of special expertise.
- F. The Town authorizes the Firm's attorneys to execute documents connected with the representation of the Town, including letters, pleadings, applications, protests, contracts, commercial papers, settlement agreements and releases, disclosures, verifications, dismissals, orders, and all other documents, and to represent the Town in matters associated with providing legal services to the Town. Notwithstanding the foregoing, the Firm shall not commence or file any litigation or administrative judicial matter without the express consent of the Town.

2. SCOPE OF LEGAL SERVICES

- A. Subject to the direction of the Town through its Board of Trustees, the Mayor, Town Attorney, or Town Manager, the Firm shall provide to and coordinate for the Town all usual and customary legal services authorized to and provided by the Town Attorney for comparable towns that engage a law firm on a contract basis for general legal services. The legal services shall include, but not be limited to:
 - i. Representing the Town Board and the various Boards and Commissions of the Town, as may be created by Town Board;
 - ii. Providing legal advice and services associated with annexation, zoning, land use development, subdivision, and other land planning applications;
 - iii. Providing legal advice and services related to the interests of the Town to the Town-created boards, commissions, and committees, and to administrative departments, divisions, offices, and officials and administrative staff of the Town;

- iv. Providing legal advice and services in support of the functions and operations of contractors of the Town only to the extent such advice or services are not otherwise imposed as a contract obligation of the contractor;
 - v. Preparing or reviewing all ordinances, contracts, bonds, resolutions, forms, notices, certificates, deeds, leases, easements and other written instruments as requested by the Town;
 - vi. Representing the Town in judicial and administrative proceedings;
 - vii. Advising the Town regarding current municipal laws and judicial decisions affecting the Town and changes or developments of the laws;
 - viii. Providing advice and topical seminars or training to the Town Board, boards and commissions, and Town Staff on a periodic basis as deemed appropriate and as directed by the Town Board or Town Manager; and
 - ix. Be available to the Town in accordance with Section 5 of this Agreement.
- B. The Town may authorize the Firm to engage, communicate with, or contract with special legal counsel on any matter deemed appropriate by the Town to advise the Town or to assist the Firm. The Firm shall not contract with any special legal counsel without the express approval of the Town.
- i. The Firm may recommend to the Town Board and the Town Manager that the Town hire special legal counsel with special knowledge, expertise, or resources to represent the Town or assist the Firm when the Firm deems it reasonable and in the best interest of the Town, which may include: (1) any non-customary, unusual, and/or complex matter for which special expertise or unique legal experience are required; (2) matters for which the time required to perform such services substantially exceeds the normal time required to perform such services; or (3) matters for which the resources required to perform such services substantially exceed the Firm's resources. Examples of matters where the Firm may recommend the Town retain special legal counsel include matters pertaining to the acquisition, sale, and adjudication of water rights; state or federal court litigation or administrative proceedings involving matters of discovery, deposition, trial, or formal hearings, complex or adverse eminent domain litigation; and complex public construction contract disputes.
- C. The Firm shall maintain (without cost to the Town) working relationships with attorneys specializing in fields of interest to municipalities, including but not limited to condemnation, litigation, and water law. The Firm may recommend hiring special legal counsel with special knowledge and expertise to represent the Town or assist the Firm when it deems reasonable and in the best interest of the Town and in cases of conflict of interest by the Firm. The Firm may also recommend hiring special legal counsel to advise the Town or provide second opinions on matters of extraordinary importance to the Town, including matters involving complex litigation or a substantial financial or other impact on the Town or its

residents, considering the Town's budget as a whole, or considering Town functions or programs as a whole, when such matters of extraordinary importance also involve legal uncertainties or complexities.

- D. Any attorneys who are not employed by the Firm, but who are retained in accordance with paragraph 2(B) or 2(C) to perform legal representation, shall be under the general coordination of the Town Attorney although such non-Firm attorneys shall contract directly with the Town and the Firm shall not warrant the quality of work of such non-Firm attorneys or firms. The Firm shall take reasonable steps to prevent duplication of effort or duplication of billing between other attorneys and the Firm. Such coordination and supervision by the Firm shall not be undertaken when special legal counsel is appointed due to a conflict of interest on behalf of the Firm.
- E. Although the Firm and the Firm's attorneys actively seek to avoid potential conflicts, the Town understands and recognizes that unanticipated conflicts may arise that could impair the ability of the Town Attorney and the Firm to represent the Town on specific legal matters. In such event, the Town Attorney shall comply with the requirements of the Colorado Rules of Professional Responsibility in addressing such conflict with the Town. The Parties understand that the Town is not obligated to waive any conflict in order to permit the Firm to represent the Town, and where a waiver by the Town is not granted or the Firm is otherwise legally precluded from representing the Town, the Firm will recommend to the Town Manager and the Town Board of Trustees that the Town assign such matter to outside legal counsel, or the Town may request the Firm to withdraw from the conflicting representation.

3. IDENTIFICATION OF CLIENT

It is understood that the Firm's client for purposes of its representation is the Town of Firestone, and not any of its individual members or constituents, or any other entities whose interests are being represented by those individuals.

4. COMPENSATION

- A. Compensation Generally. The Town shall compensate the Firm for legal services at rates set forth in **Exhibit A**.
- B. Exclusions from Compensation. The Town shall not incur charges or billing for the following Firm legal services expenses:
 - i. Electronic and hardcopy library and research materials and research librarian services *except* database access charges (e.g., Lexis/Nexis or Westlaw) for legal research billed at Firm cost without administrative mark-up (such access charges are typically \$30.00 - \$100.00 per daily research session due to the Firm's favorable research contract with service providers);
 - ii. Employee benefits;
 - iii. Employee insurance, including malpractice insurance;

- iv. Training and continuing legal education including attendance at legal conferences and seminars unless such attendance is specifically requested, required, or directed by the Town;
- v. Bar and professional licensing expenses and registrations;
- vi. Local professional memberships;
- vii. Firm-owned electronic, computer and computer/network related communications equipment, hardware, software and information technology support services, including personal computers, laptops, computer printers, telefax, and mobile telephones, but not to include the Firm's acquisition or use of equipment, hardware, software, or services specifically required by the Town and which is not otherwise owned or used by the Firm in the provision of legal services to other Firm clients;
- viii. Routine in-Firm copying customarily performed in the day-to-day performance of legal services. Projects requiring *outside-Firm* copying and specialized printing services which may be charged at actual Firm cost without administrative mark-up and the Firm shall seek pre-approval of such costs unless the services are performed under emergency or urgent circumstances to meet deadlines (such as a court-imposed litigation deadline);
- ix. Telefax expenses;
- x. Newspapers and professional periodicals;
- xi. Postage for regular mail delivery by United States Postal Service except for mass mailings (with prior Town Manager approval) and except for special, expedited, or overnight delivery services, which may be charged at cost;
- xii. Office supplies used by the Town Attorney (to include items customarily associated with standard office operations and management such as paper, pens, notebooks, paper files, file folders, tape, paperclips, labels, etc.); and
- xiii. Archival storage and retrieval by the Firm of outdated client files performed in accordance with the Firm's standard client file storage policies; provided, however, that the Firm may relinquish possession of outdated files to the Town for storage at the Town's expense.

B. Other Fees and Costs. Upon invoice submitted to the Town, the Town shall compensate the Firm for out of-pocket fees and costs incurred on the Town's behalf (without Firm markup or surcharge), including but not limited to record of title reports or title commitments; postage costs for unusually large mailings; filing fees; unusually large copy or print jobs; service of process, special investigation fees; expert witness fees (only as pre-authorized by the Town), court reporter fees, transcript fees, recording fees, overnight or express delivery charges (e.g., FedEx, UPS, or courier services for hand delivery), and publication fees.

C. Mileage. Mileage is addressed in **Exhibit A**. Mileage, to the extent billed to the Town in accordance with **Exhibit A**, shall be included in the monthly invoice submitted to the Town for personal use of private vehicles used by the Town Attorney, other Firm attorneys and paraprofessionals for travel incurred in the direct and exclusive performance of services for the Town. Mileage shall be charged at

the Firm's standard mileage rate (not to exceed U.S. Internal Revenue Service published business travel mileage allowance).

- D. Invoices. The Firm shall provide to the Town invoices each month for all legal services performed at an hourly rate. The Town shall pay all undisputed billings from the Firm within thirty (30) days of receipt of invoice. Disputed billing shall not be due and owed until resolution of the dispute. If the Town fails to pay any charges within thirty (30) days of the date of the bill, the Firm may elect, after express electronic mail notification to the Town, to stop all work for the Client. The Client's obligation to make prompt payment of all fees and charges does not depend upon achievement of any specific result.

5. AVAILABILITY

- A. Board of Trustee Meetings. Unless otherwise instructed by the Mayor or Town Manager, the Town Attorney shall attend regular Town Board meetings and be reasonably available to provide legal services for the Town Board of Trustees. The Town Attorney will attend Town Board special meetings, study sessions, Board retreats, and other Town business meetings as requested by the Mayor or Town Manager. During any period where the Town Attorney is unavailable due to illness, vacation, or other circumstance warranting absence, another attorney of the Firm shall attend meetings *as requested by the Town*.
- B. Other Meetings. As reasonably instructed by the Town Board, Mayor, or Town Manager, the Town Attorney shall attend the Town's board, commission, committee, and staff meetings.
- C. On Call Availability. The Town Attorney shall be available to render the services required hereunder on an "on call" basis and, when necessary, shall cause any other Firm attorneys to be available by appointment for consultation with Town representatives.
- D. Remote Availability and Attendance. The Town and the Firm understand that the use of remote (a/k/a virtual), and telephonic attendance for meetings is becoming a commonplace alternative to in-person attendance and can be an effective means of providing efficient and cost-effective legal services. Such alternatives to in-person attendance at meetings can also ensure personal safety during periods of adverse weather or traffic conditions. The Town Manager and Town Attorney shall jointly determine where such alternative means of availability and participation should be used for the benefit of the parties.

6. INDEPENDENT CONTRACTOR

- A. Independent Contractor. The Firm shall perform the Services as an independent contractor to the Town and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the Town other than as a contracting party and independent contractor.

Subject to conformance with Town-adopted policies and procedures and full conformance with Firm's representations set forth in this Agreement, the Firm shall have and maintain the requisite judgment, discretion, and responsibility for and control of the performance of the Services, the discipline of the Firm's employees and other matters incidental to the performance of the Services, duties and responsibilities as described and contemplated in this Agreement. Unless specifically stated otherwise in this Agreement, the Firm shall provide and bear the cost of all tools, and any other items, wages, or services required in the performance of the Services, and the Town shall not provide any other assistance or benefits to the Firm for performance of the Services under this Agreement.

- B. Liability for Employment Related Rights and Compensation. The Firm shall be solely responsible for all compensation, benefits, insurance and employment related rights of any person of the Firm providing the services hereunder during the course of or arising or accruing as a result of any Firm employment, whether past or present, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such Firm employment. The Firm will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Firm's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Firm's employees, or any other liabilities whatsoever, unless otherwise specifically provided herein. The following disclosure is provided in accordance with Colorado law:

FIRM ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS FIRM OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. FIRM FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. FIRM ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

7. NON-DISCRIMINATION

During the performance of this Agreement, the Firm shall:

- A. Not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, age, military service, veteran status, marital status, national origin, or disability.
- B. Comply with all state and federal laws, regulations and executive orders regarding non-discrimination applicable to the Town and its programs.

8. ASSIGNMENT

This Agreement for services is personal to the parties hereto and shall not be assigned by either party.

9. TERM AND TERMINATION

- A. Term. It is understood that the Firm, as the Town Attorney, serves at the pleasure of the Town Board of Trustees, and this Agreement shall therefore be effective as of the Effective Date for an indefinite term, and shall expire when terminated by either Party in accordance with this Section 9.
- B. Termination. The parties acknowledge that termination of the attorney-client relationship without sufficient advance notice can be detrimental to either or both parties. Accordingly, this Agreement may be terminated by either party, upon written notice, without cause or reason, upon reasonable advance written notice to the non-terminating party to permit effective, reasonable, and meaningful transition, unless the Town Board of Trustees determines in its sole discretion that sooner termination would serve the best interests of the Town. During such period following notice and prior to termination, the parties shall coordinate the transition of legal services and transfer of Town files held by the Firm. In the event the Town gives notice of unilateral termination of this Agreement, the Firm shall be entitled to compensation as provided in this Agreement for legal services performed during the notice period up to the time of termination.
- C. Budget for Services. Article XI, Sec. 6 of the Constitution of the State of Colorado imposes a limitation on political subdivisions from incurring contractual, unappropriated debt. The Town, in the adoption of its annual municipal budget, allocates and appropriates monies designated for the payment of legal services. Accordingly, notwithstanding the compensation and expenses particularized in this Agreement, all legal services contemplated of the Firm shall be provided to the Town within the budget approved for legal services, which shall constitute a cap on monies payable to the Firm for all of the services provided; unless the Town Board of Trustees, upon application by the Firm or at the Town Manager's request, approves an additional amount, which monies are otherwise available in the annual budget serving as the source of the payment. Notwithstanding the foregoing, the Firm shall not be obligated to perform uncompensated services for the Town should the Town's budgeted, allocated, or appropriated funding for legal services be insufficient to meet the Town's demand for services.
- D. Nothing in this Section shall preclude or prevent the Parties from modifying any notice requirement or term of notice or negotiating other terms for a mutually acceptable termination.

10. CONFLICTS

Unless otherwise agreed by the Town in writing, the Firm shall not accept work on behalf of any client that will create a conflict of interest as defined or established by the Colorado Rules of Professional Conduct.

11. MISCELLANEOUS PROVISIONS

- A. Arbitration. Although the Parties do not expect that any dispute will arise between the Parties, in the unlikely event of any dispute under this Agreement, including a dispute regarding the amount of legal fees or costs owed to the Firm or the quality of the Firm's services, including any claim of malpractice, such dispute shall be subject to binding arbitration. The Town and the Firm acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial. This clause does not prevent the Town and the Firm from trying to resolve any dispute through voluntary mediation, but there is no requirement to do so.

Any dispute concerning fees or costs or concerning the quality of the Firm's services, including malpractice claims, shall be submitted to a single arbitrator and the decision of the arbitrator shall be final and binding on both parties. A final judgment can be entered on the arbitration award by a court of competent jurisdiction. The arbitrator shall be selected from the Judicial Arbiter Group, Denver, Colorado, unless the parties agree otherwise. If the parties do not agree on the selection of a single arbitrator within ten (10) days after a demand for arbitration is made, then the arbitrator shall be selected by the Judicial Arbiter Group from among its available professionals.

All arbitrations shall be held in Denver, Colorado, unless the parties mutually agree on some other location. All arbitrations shall proceed under the Commercial Arbitration Rules of the American Arbitration Association, except as modified in this Agreement, unless otherwise agreed by the parties. The arbitrator shall have the discretion to order that the costs of arbitration, fees (including expert witness and reasonable attorneys' fees), and other costs shall be borne by the losing party. Any filing fees or other administrative costs of arbitration shall be divided equally between the Town and the Firm. Arbitration of all disputes, and the outcome of the arbitration, to the extent legally permissible, shall remain confidential between the parties.

- B. Privacy Policy. The Firm's "Privacy Policy Notice" is attached to this Agreement as **Exhibit B**. The Firm will conduct its representation of the Town in accordance with this policy.
- C. Document Ownership. Files maintained by the Firm as the result of the performance of services for the Town shall remain property of the Firm during representation of the Town. Immediately upon termination of this Agreement, files maintained by the Firm shall become property of the Town and, in addition, the Firm shall coordinate with the Town to arrange for the prompt transfer of such files to the Town at the Town's expense.
- D. Governing Law. This Agreement shall be construed in accordance with, and governed by the laws of the State of Colorado and venue shall be in the District Court for Weld County, State of Colorado
- E. Amendments. Any amendments or alterations to this Agreement will be agreed to by both parties, in writing.
- F. Compliance with C.R.S. §§ 8-17.5-101 and 102. In connection with the Firm's engagement as Town Attorney, the Firm qualifies as a "contractor" as defined in

C.R.S. § 8-17.5-101(2), and certifies that, as of the date hereof: (i) the Firm does not knowingly employ or contract with a worker without authorization who will perform work pursuant to this Agreement, and (ii) the Firm has participated in the E-Verify Program or other Colorado Department of Labor program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work pursuant to this Agreement.

- G. Survival of Terms and Conditions. The parties understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of this Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of _____, 2025.

TOWN OF FIRESTONE, COLORADO

ATTEST:

By: _____
Miriam Luna Gonzalez, Town Clerk

By: _____
Don Conyac Jr., Mayor

WIDNER JURAN LLP

By: _____
Partner

Exhibit A

Widner Juran LLP shall provide legal services as the Town Attorney to the Town of Firestone on an hourly basis in accordance with the following fee schedule:

Hourly Rates for General Legal Services

Keith Martin: For 2025, \$215 per hour.

For 2026, \$225 per hour.

Following 2026, the Firm's customary annual rate increase applies, subject to Town approval

Partner level attorneys: \$250 per hour

Associates with more than 5 years' legal experience: \$215/hour

Associates with 5 or less years' legal experience: \$200/hour

Historically, the Firm annually raises rates by 4-5% only to accommodate costs of living increases and annual increases are not usually made "across the board" but are limited to one or a few billing attorneys who attain a certain level of experience requiring increase to remain competitive against their peers. All rate increases are subject to notice to the client and client approval.

The Firm will endeavor to enlist the assistance of lower billing rate attorneys for routine matters such as general research or ordinance drafting.

No Cost Transition Services: The Firm will provide eight (8) hours of legal services at no cost to the Town for the purpose of transition in 2025. The use of such time shall be directed by the Town Manager and can include, for example, meetings with the current Town Attorney, Town Manager, or Town Board of Trustees.

No Cost Training Services: The Firm will annually provide two (2) training or education sessions for the Board of Trustees or boards or commissions on municipal topics of interest determined by the Town. Customarily, such training is undertaken after the election of a new governing body.

The Town may request up to five (5) annual "after meeting" training sessions usually one (1) hour in duration following a Board of Trustee meeting on topics selected by the Board. For such "after meeting" training sessions, no legal expenses shall be charged.

Special Legal Services

The Firm shall undertake no work on matters that constitute Special Services unless authorized by the Town Board of Trustees. Special Legal Services include: (1) any non-customary, unusual, and/or complex matter for which: (a) special expertise and unique legal experience are required; and (b) the time required to handle the matter substantially exceeds the normal time required to perform such services; examples of the foregoing include: (i) personnel investigations; (ii) water rights and other water lease and purchase matters; (iii) CIRSA or insurance coverage matters; (iv) non-routine real estate and public contract disputes; (v) complex eminent domain proceedings; or (2) litigation of any type, excluding municipal prosecutions or other matters brought in municipal court:

For **non-reimbursed** Special Legal Services, the Firm proposes compensation at the same rate charged for general legal services.

For **reimbursed** Special Legal Services (where the Town is reimbursed by a third-party or where attorney fees are paid by an opposing party), the Firm proposes to be compensated on an hourly basis at the rate of \$280.00/hour annually increased to address inflation.

Litigation Rates

For matters handled after filing of a lawsuit (initial complaint) by or against the Town of Firestone in any court or administrative tribunal, the hourly rates for General Legal Services above will apply. For litigation matters deemed by the Firm to be more complex than typical municipal litigation (e.g., multi-party litigation, federal court litigation, or constitutional claims), the Firm reserves the right to increase litigation billing rates by \$10.00 per hour over the then-applicable general billing rate.

Travel Expenses – Attorney Time and Mileage Charge

A. Regular and Special Meeting Attendance by Town Attorney or Deputy Town Attorney

1. **Hourly Rates:** The Firm does not charge attorney time for travel to and from the Town of Firestone Town Hall to attend any regular or special meetings of the Town Board, advisory boards and commissions, or staff meetings. All other travel requested by the Town shall incur hourly billing for attorney time. If the Town reschedules the monthly regular meeting from the third Tuesday of a month to another date due to holiday or other reason, such rescheduled meeting shall constitute a regular meeting.
2. **Mileage Charges:** For all travel, mileage will be charged for travel related to client business at the then-current mileage rate approved by the Internal Revenue Service for business travel deduction.

- B. **Other Attorney's Attendance:** *Only if attendance by other attorneys of the Firm at regular or special meetings is requested by the Town*, the Firm shall charge ½ of the hourly rate for attorney time for travel to attend/return from attendance and a per-mile charge (up to the IRS allowed business mileage charge) for such other attorneys' attendance.

Pass Through Rates

In accordance with a Town Policy (either existing or to be later adopted) rates for attorney services that are passed-through and paid by others such as land developers, property owners seeking annexation, or applicants for forms of Town approval, the following rates for services will apply:

For all attorneys of the Firm: \$280/hour, annually increased to address inflation

Attorney travel time (in full) and mileage charges shall be included as obligations for payment where travel and attendance is paid by others such as land developers, property owners seeking annexation, or applicants for forms of Town approval.

EXHIBIT B -- WIDNER JURAN LLP PRIVACY POLICY NOTICE

Attorneys, like other professionals, who advise on certain personal matters, are required by federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by federal law. Maintaining your trust and confidence is a high priority to our law firm. The purpose of this notice is to comply with the federal law by explaining our privacy policy with respect to your personal information.

NONPUBLIC PERSONAL INFORMATION WE COLLECT:

In the course of providing services to our clients, we collect personal and financial information about our clients that is not available to the public and which is provided to us by our clients or obtained by us with their authorization or consent.

PRIVACY POLICY:

As a current or former client of Widner Juran LLP, please be assured that all nonpublic personal information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you, or as is permitted or required by law and applicable ethics rules.

CONFIDENTIALITY AND SECURITY:

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. We restrict access to nonpublic, personal information about you to those people in the firm who need to know that information to provide services to you (and their support personnel). In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards as well as federal regulations.

Please call the attorney you work with if you have any questions. Your privacy, our professional ethics, and the ability to provide you with quality service are very important to us.

Widner Juran LLP

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.f

Discussion/Action

Meeting Date: March 26, 2025

Initiated By:

Department: Administration

AGENDA ITEM

Central Park Working Group Discussion

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

None



TOWN OF FIRESTONE QUARTERLY FINANCIAL UPDATE

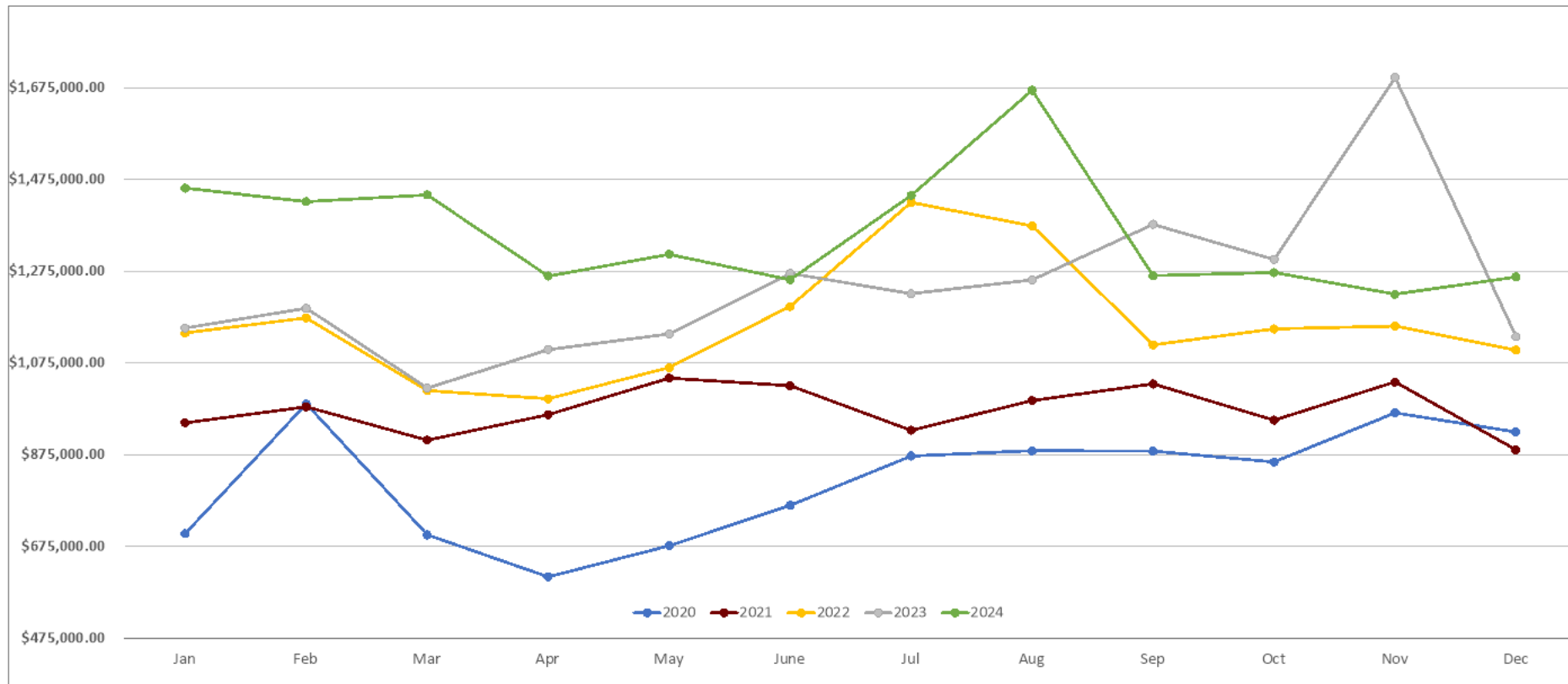
**December 31, 2024
(Unaudited)**

Jessica Clanton, Director of Finance



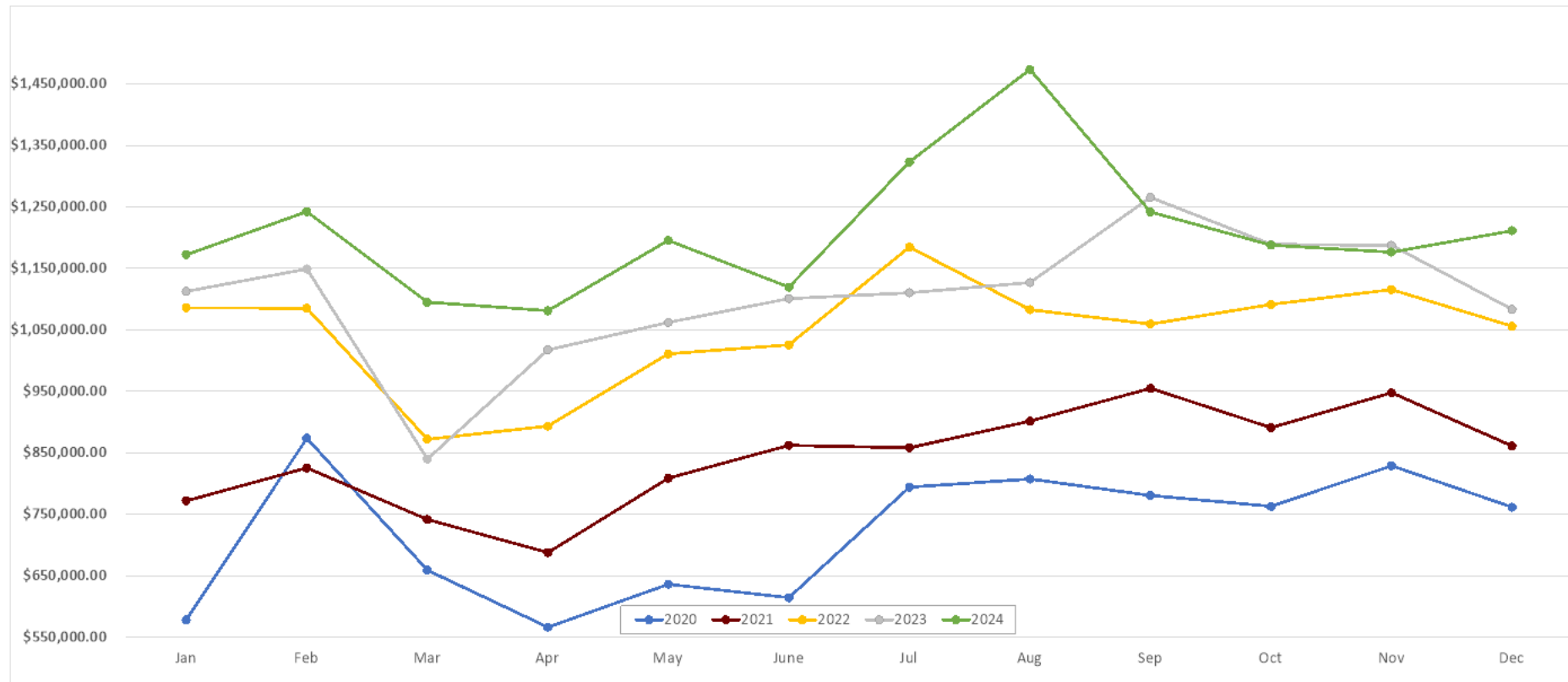
SALES & USE TAX

- Year to date collections \$16,293,454
- Increase of \$1,423,208 or 9.6% when compared to the prior year



SALES TAX

- Year to date collections \$14,520,884
- Increase of \$1,274,592 or 9.6% when compared to the prior year



GENERAL FUND REVENUE

	2024 Adopted Budget	Actual as of December 31, 2024	Over/(Under) Projected	Collection Rate	Prior Year Actual as of December 31, 2023	Over/(Under) Prior Year	Percent Difference
Revenues							
Taxes							
Property Taxes	\$ 2,100,051	\$ 2,088,020	\$ (12,031)	99.43%	\$ 1,706,598	\$ 381,422	22.35%
Sales Taxes	8,603,237	7,539,359	(1,063,878)	87.63%	7,052,043	487,316	6.91%
Use Tax	2,015,385	1,388,539	(626,846)	68.90%	1,246,818	141,721	11.37%
Other Tax	255,287	201,266	(54,021)	78.84%	224,066	(22,800)	-10.18%
Total Taxes*	12,973,960	11,217,184	(1,756,776)	86.46%	10,229,525	987,659	9.65%
Intergovernmental Revenues	1,746,670	1,305,248	(441,422)	74.73%	1,840,165	(534,917)	-29.07%
Licenses and Permits	2,175,029	6,048,372	3,873,343	278.08%	1,923,675	4,124,697	214.42%
Fines and Forfeitures	183,393	199,762	16,369	108.93%	218,403	(18,641)	-8.54%
Charges for Services & Fees	1,377,448	1,227,576	(149,872)	89.12%	1,208,739	18,837	1.56%
Other Revenues	307,599	930,772	623,173	302.59%	832,242	98,530	11.84%
Total Revenues	18,764,099	20,928,914	2,164,815	111.54%	16,252,749	4,676,165	28.77%
Transfers In/(Out)	2,934,924	-	(2,934,924)	0.00%	-	-	N/A
Total Revenue	\$ 21,699,023	\$ 20,928,914	\$ (770,109)	96.45%	\$ 16,252,749	\$ 4,676,165	28.77%

*Due to normal collection cycles, the tax revenues presented in the above statement represent amounts collected as of two months prior and not of that of the period being reported.

GENERAL FUND EXPENDITURES

	2024 Adopted Budget	Actual as of December 31, 2024	Over/(Under) Adopted Budget	Spending Rate	Prior Year Actual as of December 31, 2023	Over/(Under) Prior Year	Percent Difference
Legislative	\$ 118,759	\$ 133,223	\$ 14,464	112.18%	\$ 112,379	\$ 20,844	18.55%
Town Manager	1,862,423	1,822,435	(239,988)	87.11%	1,642,730	(20,295)	-1.24%
Town Clerk	266,009	273,299	7,290	102.74%	215,734	57,565	26.68%
Marketing and Communications	634,733	682,943	48,210	107.60%	496,284	186,659	37.61%
Human Resources	562,572	522,682	(39,890)	92.91%	451,803	70,879	15.69%
Finance	1,987,837	1,571,573	(416,264)	79.06%	1,650,388	(78,815)	-4.78%
Technology	1,219,363	1,123,003	(96,360)	92.10%	1,060,958	62,045	5.85%
Planning & Development	1,287,323	1,156,436	(130,887)	89.83%	971,585	184,851	19.03%
Police	6,517,945	5,567,388	(950,557)	85.42%	5,589,247	(21,859)	-0.39%
Water & Community Services	2,745,886	2,299,844	(446,042)	83.76%	4,280,319	(1,980,475)	-46.27%
Engineering & Utilities	2,843,525	2,813,761	(29,764)	98.95%	260,564	2,553,197	979.87%
Economic Development	82,637	50,406	(32,231)	61.00%	51,792	(1,386)	-2.68%
Total Expenditures	\$ 20,129,012	\$ 17,816,993	\$ (2,312,019)	88.51%	\$ 16,783,783	\$ 1,033,210	6.16%

CAPITAL PROJECTS FUND

	2024 Adopted Budget	Actual as of December 31, 2024	Over/(Under) Budget	Collection/ Spending Rates	Prior Year Actual as of December 31, 2023	Current Year Over/(Under) Prior Year	Percent Difference
Revenues							
Sales Taxes - 1%	\$ 2,957,979	\$ 2,718,594	\$ (239,385)	91.91%	\$ 2,377,517	\$ 341,077	14.35%
Sales Taxes - .6%	2,223,393	1,981,586	(241,807)	89.12%	1,802,636	178,950	9.93%
Use Tax	604,615	394,396	(210,219)	65.23%	378,999	15,397	4.06%
Impact Fee Revenue	2,632,222	1,414,538	(1,217,684)	53.74%	1,729,506	(314,968)	-18.21%
Cash in Lieu	8,681,850	1,409,379	(7,272,471)	16.23%	1,813,554	(404,175)	-22.29%
Miscellaneous Revenues							
Grant Revenue	350,000	-	(350,000)	0.00%	-	-	N/A
Intergovernmental Revenue	-	200,000	200,000	N/A	-	200,000	N/A
Investment Earnings	187,387	599,461	412,074	319.91%	391,083	208,378	53.28%
Total Revenues	17,637,446	8,717,954	(8,919,492)	49.43%	8,493,295	224,659	2.65%
Expenditures							
Capital Improvement Expenditures	6,137,867	2,779,085	(3,358,782)	45.28%	5,715,129	(2,936,044)	-51.37%
Total Expenditures	6,137,867	2,779,085	(3,358,782)	45.28%	5,715,129	(2,936,044)	-51.37%
Total Revenues Over/(Under) Expenditures	11,499,579	5,938,869	(5,560,710)	51.64%	2,778,166	3,160,703	113.77%
Other Financing Sources/Uses	(4,612,431)	(2,053,890)	2,558,541	N/A	(2,299,550)	245,660	N/A
Revenues Over/(Under) Expenditures	\$ 6,887,148	\$ 3,884,979	\$ (3,002,169)	56.41%	\$ 478,616	\$ 3,406,363	711.71%

*Due to normal collection cycles, the tax revenues presented in the above statement represent amounts collected as of two months prior and not of that of the period being reported.

WATER FUND

	2024 Adopted Budget	Actual as of December 31, 2024	Over/(Under) Budget	Collection/ Spending Rates	Prior Year Actual as of December 31, 2023	Current Year Over/(Under) Prior Year	Percent Difference
Revenues							
Charges for Services							
Operating Revenue	\$ 10,530,205	\$ 9,042,924	\$ (1,487,281)	85.88%	\$ 7,309,236	\$ 1,733,688	23.72%
Impact Fee Revenue	418,780	146,810	(271,970)	35.06%	154,509	(7,699)	-4.98%
Native Water Dedication & Credit Fees	12,800,000	5,684,000	(7,116,000)	44.41%	10,382,500	(4,698,500)	-45.25%
Miscellaneous Revenues							
Investment Earnings	284,096	634,577	350,481	223.37%	287,602	346,975	120.64%
Total Water Fund Revenues	24,033,081	15,508,311	(8,524,770)	64.53%	18,133,847	(2,625,536)	-14.48%
Expenditures							
Operating Expenditures	8,712,277	6,864,303	(1,847,974)	78.79%	5,285,676	1,578,627	29.87%
Capital Improvement Expenditures	6,671,304	3,776,769	(2,894,535)	56.61%	14,715,759	(10,938,990)	-74.34%
Total Expenditures	15,383,581	10,641,072	(4,742,509)	135.40%	20,001,435	(9,360,363)	-46.80%
Other Financing Uses	3,301,616	2,694,133	(607,483)	81.60%	1,812,653	881,480	48.63%
Total Water Fund Expenditures	18,685,197	13,335,205	(5,349,992)	71.37%	21,814,088	(8,478,883)	-38.87%
Revenues Over/(Under) Expenditures	\$ 5,347,884	\$ 2,173,106	\$ (3,174,778)	40.63%	\$ (3,680,241)	\$ 5,853,347	N/A

STORMWATER FUND

	2024 Adopted Budget	Actual as of December 31, 2024	Over/(Under) Budget	Collection/ Spending Rates	Prior Year Actual as of December 31, 2023	Current Year Over/(Under) Prior Year	Percent Difference
Revenues							
Charges for Services							
Stormwater Charges	\$ 727,991	\$ 675,032	\$ (52,959)	92.73%	\$ 687,183	\$ (12,151)	-1.77%
Impact Fee Revenue	290,374	101,840	(188,534)	35.07%	107,172	(5,332)	-4.98%
Miscellaneous Revenues							
Investment Earnings	28,659	81,761	53,102	285.29%	29,354	52,407	178.53%
Total Revenues	1,047,024	858,633	(188,391)	82.01%	823,709	34,924	4.24%
Expenditures							
Stormwater Collection	1,044,580	751,348	(293,232)	71.93%	709,339	42,009	5.92%
Capital Improvement Expenditures	356,088	10,975	(345,113)	3.08%	221,683	(210,708)	-95.05%
Total Expenditures	1,400,668	762,323	(638,345)	54.43%	931,022	(168,699)	-18.12%
Revenues Over/(Under) Expenditures	\$ (353,644)	\$ 96,310	\$ 449,954	N/A	\$ (107,313)	\$ 203,623	N/A

CAPITAL IMPROVEMENT PROJECTS

Project Description	2024 Adopted Budget	YTD Expenditures	Amount Remaining	2025 Estimate	2026 Estimate	2027 Estimate	2028 Estimate	5-Year Total	Funding Source
CAPITAL PROJECTS FUND									
Historic Firestone Street Replacement	\$ 1,325,000	\$ 906,544	\$ 418,456	\$ 1,350,000	\$ 1,375,000	\$ 1,400,000	\$ 1,425,000	\$ 6,875,000	1% Sales Tax
Pavement Maintenance	1,500,000	772,940	727,060	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000	ARPA/1% Sales Tax
Dust Control	100,000	49,354	50,646	100,000	100,000	100,000	100,000	500,000	1% Sales Tax
Street and Crosswalk Striping	30,000	21,770	8,230	35,000	40,000	45,000	45,000	195,000	1% Sales Tax
Street Signs Program	30,000	15,608	14,392	35,000	40,000	45,000	45,000	195,000	1% Sales Tax
Police and Muni Reconfiguration	107,866	3,460	104,406	-	18,000	186,630	-	312,496	.6% Sales Tax
Traffic Signal Upgrade	190,000	160,403	29,597	215,000	230,000	255,000	280,000	1,170,000	1% Sales Tax
Neighbor's Point Traffic Calming	346,801	68,282	278,519	375,000	-	-	-	721,801	Metro District/Street Impact Fees
WC Road 26 Bridge	288,929	198,842	90,087	1,110,000	-	-	-	1,398,929	Grant/1% Sales Tax
ADA Ramps	200,000	180,521	19,479	-	-	-	-	200,000	Grant/1% Sales Tax/SFURA
BoT Interface	30,000	6,555	23,445	-	-	-	-	30,000	.6% Sales Tax
Project NOLA-High Definition	71,000	1,458	69,542	-	-	-	-	71,000	1% Sales Tax
Central Park Feasibility	347,799	299,884	47,915	-	-	-	-	347,799	1% Sales Tax
Mountain Shadows Park	11,579	10,119	1,460	-	-	-	-	11,579	Park Impact Fees
WC Rd 20 Coal Ridge Ditch	1,036,108	56,326	979,782	500,000	-	-	-	1,536,108	BFURA
WC Rd 20 Coal Ridge Ditch	200,000	-	200,000	500,000	-	-	-	700,000	Grant
Pedestrian Bridge Feasibility	49,785	27,020	22,765	-	-	-	-	49,785	1% Sales Tax
Colo Blvd and Pine Cone	258,000	-	258,000	-	-	-	-	258,000	Street Impact Fees
Total	\$ 6,122,867	\$ 2,779,086	\$ 3,343,781	\$ 5,720,000	\$ 3,303,000	\$ 3,531,630	\$ 3,395,000	\$ 22,072,497	
CONSERVATION TRUST FUND									
Sports Complex Improvements	\$ 100,000	\$ 87,055	\$ 12,945	\$ 650,000	\$ -	\$ -	\$ -	\$ 750,000	CTF
Settlers Park Improvements	25,000	-	25,000	-	-	-	-	25,000	CTF
Firestone Trail Improvements	20,000	886	19,114	-	-	-	-	20,000	CTF
Total	\$ 145,000	\$ 87,941	\$ 57,059	\$ 650,000	\$ -	\$ -	\$ -	\$ 795,000	
NORTHERN FIRESTONE URBAN RENEWAL AUTHORITY									
I25 & Firestone BLVD	\$ 1,250,000	\$ 53,520	\$ 1,196,480	\$ -	\$ -	\$ -	\$ -	\$ 1,250,000	Property Tax Increment
Total	\$ 1,250,000	\$ 53,520	\$ 1,196,480	\$ -	\$ -	\$ -	\$ -	\$ 1,250,000	



CAPITAL IMPROVEMENT PROJECTS

Project Description	2024 Adopted Budget	YTD Expenditures	Amount Remaining	2025 Estimate	2026 Estimate	2027 Estimate	2028 Estimate	5-Year Total	Funding Source
WATER FUND									
Water Rights	\$ -	\$ 1,277,622	\$ (1,277,622)	\$ -	\$ -	\$ -	\$ -	\$ -	WF
Gould Well Field	-	21,409	(21,409)	-	-	-	-	-	WF
Mtn Shadows Park Conversion	385,697	343,495	42,202	-	-	-	-	385,697	WF
NISP Participation	975,000	887,250	87,750	3,759,000	3,759,000	3,759,000	3,759,000	16,011,000	WF
Historic Firestone Water Line	1,175,983	907,526	268,457	1,200,000	1,225,000	1,250,000	1,275,000	6,125,983	WF
St. Vrain Water Treatment Plant	-	129,030	(129,030)	-	-	-	-	-	2020 Water Ent. Bond
St. Vrain WTP Blend Pipeline - Phase 1	20,000	21,975	(1,975)	455,000	450,000	4,247,500	4,247,500	9,420,000	2020 Water Ent. Bond
SCADA Upgrade	72,206	9,909	62,297	-	-	-	-	72,206	WF
Firestone Reservoir #2	50,000	-	50,000	3,288,140	3,986,500	3,986,500	-	11,311,140	Impact Fees
Water Master Plan	225,000	35,801	189,199	-	-	-	-	225,000	WF
Alluvial Well Field #2	409,116	2,280	406,836	627,300	6,273,000	-	-	7,309,416	WF/Water Enterprise Bond
Coal Ridge Ditch Lateral Supply Pipeline	2,148,548	37,732	2,110,816	17,550	3,038,500	3,038,500	-	8,243,098	WF/Water Enterprise Bond
NISP Transfer Pipeline	152,000	-	152,000	1,000,000	315,000	315,000	3,684,500	5,466,500	WF
CWCWD Flow Control/Meter	252,934	46,020	206,914	3,063,950	-	-	-	3,316,884	WF/Water Enterprise Bond
St. Vrain WTP Expansion	634,500	-	634,500	634,500	5,075,333	5,075,333	5,075,334	16,495,000	WF/Water Enterprise Bond
Goddling Ditch Conversion	102,820	-	102,820	-	558,793	-	-	661,613	WF
FAST Recharge Trench Pipeline	67,500	56,721	10,779	394,875	231,188	-	-	693,563	WF
Total	\$ 6,671,304	\$ 3,776,770	\$ 2,894,534	\$ 14,440,315	\$ 24,912,314	\$ 21,671,833	\$ 18,041,334	\$ 85,737,100	
STORMWATER FUND									
Stormwater Fee Study	60,000	-	60,000	-	-	-	-	60,000	SWF
Drainage Master Plan	91,088	10,975	80,113	-	-	-	-	91,088	Impact Fees
Stormwater Ditch Maintenance	50,000	-	50,000	50,000	50,000	50,000	50,000	250,000	SWF
Colo BLVD Drainage Crossing	155,000	-	155,000	-	-	-	-	155,000	SWF
Total	\$ 356,088	\$ 10,975	\$ 345,113	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 556,088	
TOWN-WIDE TOTAL	\$ 14,545,259	\$ 6,708,292	\$ 7,836,967	\$ 20,860,315	\$ 28,265,314	\$ 25,253,463	\$ 21,486,334	\$ 110,410,685	



Payroll Board Report - FEBRUARY 2025

Pay Dates: 02/01/2025 - 02/28/2025

03/14/2025 02:22p

Judy Scott

TOWN OF FIRESTONE (6207725)

TOTALS

of EE's - 131 / # of Statements - 261

Pay Type	Hrs	Amt	Deductions	EE Amt	ER Amt	Taxes	Amt
BONUS		\$6,583.95	ACCIDENT INSURANCE		\$958.44	FIT	\$101,714.32
CALLOUT	8.00	\$453.46	BASIC LIFE			FICA	\$1,306.63
CMP			CRITICAL ILLNESS -EE	\$819.35		MEDI	\$16,137.67
COMP TIME OFF	64.50	\$2,301.19	CRITICAL ILLNESS -SP	\$450.30		SIT:CO	\$41,445.00
CELLPHONE STIPEND		\$250.00	DENTAL		\$10,742.28	Totals:	\$160,603.62
CONTRACT PTO	48.00	\$3,513.46	EQUIPMENT	\$443.82			
ELR		\$2,145.10	FPPA	\$32,067.54	\$28,610.29	FICA	\$1,306.63
EXTENDED PAID LEAVE	141.70	\$5,010.51	FPPA 457	\$1,555.10		MEDI	\$16,137.67
FLHOL	42.00	\$1,495.67	FPPA 457 ROTH	\$850.00		SUTA_SC:CO	
FTOPAY	45.00	\$2,617.70	FPPA DEATH & DISABILITY		\$9,721.48	Colorado Support	
GTL		\$2,127.37	FSA MEDICAL	\$4,278.24		SUTA:CO	\$1,788.63
HOLIDAY TIME OFF	821.57	\$40,697.64	FSA LIMITED	\$567.58		ER Totals:	\$19,232.93
HOLIDAY WORKED	168.25	\$13,030.59	FSA DEPENDENT	\$3,406.64		All Totals:	\$179,836.55
JURYDUTY	11.00	\$586.05	GARNISHMENT				
OT	750.50	\$52,866.30	HOSPITAL INSURANCE	\$1,334.50			
PD GRANT	9.00	\$883.17	HSA	\$2,764.69			
PDS			HSA ER CONTRIBUTIONS		\$4,712.50		
PD SHIFT SUPERVISOR	14.00	\$1,129.24	HSA PRE TAX FAMILY	\$18,641.82			
POLICE SECURITY	9.50	\$712.50	LTD		\$1,271.27		
PTO	1719.09	\$84,878.84	MISSION SQ 401A	\$150.00	\$1,600.00	Net Pay	Amt
RETRO PAY		\$4,749.74	MEDICAL BASE		\$49,976.76	Direct Deposit	\$721,023.32
REGULAR	12098.77	\$493,124.59	MEDICAL OAP	\$8,578.43	\$48,610.16	Check	\$500.00
STANDBY	76.00	\$2,436.91	MISSION SQ 457	\$434.62	\$2,234.30	Totals:	\$721,523.32
SALARY		\$323,279.94	MISSION SQ ROTH	\$1,038.29			
UNPAID LEAVE	9.08		NORTON LIFELOCK	\$305.78			
Totals:	16035.96	\$1,044,873.92	NORTON LIFELOCK PREMIUM	\$329.80			
			PERA	\$62,828.25	\$104,076.09		
			PERA 401K	\$2,594.54			
			PERA 401K ROTH	\$500.00			
			PERA 457	\$2,908.87			
			PERA 457 ROTH	\$1,406.72			
			PERA LIFE INSURANCE	\$77.50			
			PY REIMB				
			STD		\$2,702.29		
			VOL LIFE/ADD CHILD	\$70.40			
			VOL LIFE/ADD EMP	\$1,572.60			
			VOL LIFE/ADD SP	\$464.58			
			VISION		\$1,921.30		
			MEDICAL CHOICE	\$9,221.21	\$64,479.14		
			Totals:	\$160,619.61	\$333,135.63		

Name	Total Paid
Total 24/7 Networks, Inc.:	16,380.00
Total ABS CONCRETE INC:	2,500.00
Total ACCESS/ADAMS DATA MANAGEMENT, LLC:	437.61
Total ADAMS COUNTY REGIONAL ECON PARTNERSHIP:	2,500.00
Total ADAMSON POLICE PRODUCTS:	340.18
Total AIMS LOCAL COLLEGE DISTRICT:	7,240.00
Total AIRGAS INC:	2,577.99
Total ALERT/SAM:	100.00
Total AMAZON CAPITAL SERVICES:	4,794.87
Total AMERICAN CONSERVATION & BILLING SOLUTION:	8,756.00
Total ANDERSON CONSULTING ENGINEERS, INC:	6,542.50
Total Arrakeen Resource LTD CO:	8,325.00
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total BC INTERIORS:	6,200.53
Total Black Hills Energy:	16,125.39
Total BOBCAT OF THE ROCKIES:	656.14
Total BOHANNAN HUSTON INC:	7,105.50
Total Brothers Redevelopment Inc:	47,331.01
Total BUCKEY INTERNATIONAL INC:	1,288.22
Total CARBON VALLEY RECREATION DISTRICT-FURA:	100.85
Total CDW LLC:	415.40
Total CELEGANS LABS INC:	29,380.57
Total CENTRAL WELD COUNTY WATER DISTRICT:	37.12
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	111,540.65
Total CENTURY LINK:	634.68
Total CHECK-IT CODE CONSULTING LLC:	11,237.08
Total CHICAGO TITLE (WSTMN):	35.94
Total CIGNA HEALTH & LIFE INSURANCE CO:	187,205.05
Total CINTAS FIRST AID & SAFETY:	1,332.20
Total CIRSA:	23,134.49
Total CIVIC PLUS, INC:	18,418.68
Total COLORADO CIVIL GROUP INC.:	23,547.00
Total COLORADO JUMPS DBA AIRBOUND:	11,682.50
Total COLORADO REAL ESTATE JOURNAL:	295.00
Total Complete Trailers LLC:	15,628.00
Total CORE & MAIN LP:	57,768.68
Total DataShield Corporation:	103.50
Total DBC IRRIGATION SUPPLY:	1,835.90
Total DELTA DENTAL OF COLORADO, INC:	10,419.20

Name	Total Paid
Total Dexter Distribution Group LLC:	354.82
Total DOWNTOWN COLORADO INC:	750.00
Total E Gary Baker PHD:	3,590.00
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	1,732.48
Total EMPLOYERS COUNCIL SERVICES, INC:	171.60
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	44,113.20
Total ENVIROTECH SERVICES INC.:	14,177.45
Total ESRI:	28,400.00
Total FASTENAL COMPANY:	259.33
Total FILEONQ INC:	8,652.00
Total FIRST AMERICAN TITLE CO:	44.37
Total FIT FOR YOU LLC:	343.00
Total FLEXX PRODUCTIONS LLC:	6,316.40
Total FORCE AMERICA DISTRIBUTING:	11,814.00
Total FREDERICK-FIRESTONE FIRE-FURA:	344.04
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	398.50
Total FRONTIER BUSINESS PRODUCTS:	10,138.45
Total FRONTIER COMPUTER CORP.:	120.79
Total FUZION FIELD SERVICES LLC:	2,320.88
Total Gen Digital Inc:	650.43
Total GODDING DITCH COMPANY:	1,159.00
Total GRAINGER:	2,057.91
Total GREEN GIRL RECYCLING SERVICES:	789.40
Total GUILDNER PIPELINE MAINTENANCE, INC:	1,143.75
Total HARDLINE EQUIPMENT LLC:	577.04
Total HAYASHI & MACSALKA, LLC:	10,637.50
Total HAYNIE & COMPANY:	8,000.00
Total HERITAGE TITLE - TUFTS:	12.73
Total High Plains Library District - FURA:	72.74
Total INTELLICHOICE INC:	1,024.85
Total INTERNATIONAL ASSOC OF CHIEFS OF POLICE:	220.00
Total INTERSTATE BATTERY OF THE ROCKIES:	155.95
Total INTERSTATE FORD:	94.50
Total JK Wash Enterprises LLC:	1,531.00
Total JOHNSON AUTO PLAZA:	20.23
Total JONES, STEPHEN:	1,500.00
Total J-U-B Engineers Inc:	4,082.50
Total KENZ & LESLIE DISTRIBUTING CO.:	993.60
Total Kimley-Horn and Associates Inc:	13,300.00

Name	Total Paid
Total KINSCO, LLC:	1,337.94
Total Kronos SaaShr Inc:	2,903.46
Total L G EVERIST INC:	11,547.45
Total LAND TITLE-DENVER-2:	38.75
Total LANGUAGELINE SOLUTIONS:	74.20
Total LAST CHANCE DITCH COMPANY:	100.00
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	71,495.54
Total LENNAR COLORADO:	833.96
Total LEXISNEXIS RISK SOLUTIONS:	845.25
Total LIFE STORIES:	300.00
Total Liliana Mercado:	220.00
Total LITTLE THOMPSON WATER DISTRICT:	241.13
Total LONGMONT HUMANE SOCIETY:	6,274.75
Total MAC EQUIPMENT INC LONGMONT:	3,390.91
Total MAIN STREET MAT COMPANY, INC:	719.90
Total MCCANDLESS TRUCK CENTER, LLC:	82.20
Total Metal Distributors LLC:	841.78
Total Mike Maroone Chevrolet GMC Longmont:	2,863.39
Total Minuteman Press Boulder:	749.42
Total MISC VENDOR:	606.43
Total MUTUAL OF OMAHA INSURANCE CO:	11,859.06
Total Northern Colorado Water Cons. Dist.-FURA:	22.75
Total O.J. WATSON COMPANY, INC.:	1,592.61
Total ODP BUSINESS SOLUTIONS LLC:	157.98
Total O'REILLY AUTO PARTS:	988.33
Total P3 Advisors LLC:	15,000.00
Total PINNACOL ASSURANCE:	8,293.57
Total PIRTEK NOCO:	46.69
Total POLCO NATIONAL RESEARCH CENTER:	31,300.00
Total PRAIRIE MOUNTAIN PUBLISHING:	324.48
Total Print Experts:	6,347.23
Total Professional Leverage Inc:	250.00
Total PUREWATER DYNAMICS, INC:	835.36
Total QUICK-SET AUTO GLASS:	330.00
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	121.34
Total RED WING SHOE STORE:	862.24
Total RESTITUTION / COURT REFUNDS:	1,391.48
Total REXEL USA, INC:	51.82
Total RICHMOND AMERICAN HOMES:	98.14

Name	Total Paid
Total ROCKY MOUNTAIN POLICE CHAPLAINS:	400.00
Total ROCKY MOUNTAIN RESERVE LLC:	539.80
Total Scraps LTD:	6,330.50
Total Short-Elliott-Hendrickson Inc:	32,745.57
Total SOUNDS OF THE ROCKIES ENTERTAINMENT:	1,770.00
Total ST VRAIN & LEFT HAND WATER CONSERVANCY:	23.99
Total ST VRAIN VALLEY SCHOOL DIST RE-1J:	736.54
Total ST VRAIN WATER AUTHORITY:	90,251.27
Total ST. VRAIN LAKES METRO DISTRICT #2 - FURA:	1,406.04
Total St. Vrain Sanitation District - FURA:	5.41
Total STEVE BALCEROVICH:	2,500.00
Total SUNBELT RENTALS INC:	2,695.15
Total Suter Media Relations:	1,500.00
Total SYMBOL ARTS:	160.00
Total TRAFFIC SIGNAL CONTROLS, INC:	4,750.00
Total TRI-STATE FIREWORKS, INC:	24,500.00
Total UC HEALTH, INC:	1,261.81
Total UNIVERSITY AUTO PARTS, INC:	1,016.54
Total UTILITY NOTIFICATION CENTER OF COLORADO:	516.64
Total UTILITY REFUNDS -1:	15.94
Total VALLI INFORMATION SYSTEMS:	3,414.07
Total VELOCITY POWER LLC:	1,742.67
Total Verizon Connect NWF INC:	322.73
Total WAGNER WELDING SUPPLY CO.:	9.61
Total WELD COUNTY ACCOUNTING DEPT.-FURA:	136.82
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	1,639.00
Total WELD COUNTY DETENTION CENTER:	231.48
Total WELD COUNTY REGIONAL COMMUNICATIONS CNTR:	127,879.00
Total WESTWATER RESEARCH, LLC:	12,751.25
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	1,373.83
Total Widner Juran LLP:	10,257.55
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	172.00
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	4,306.63
Grand Totals:	1,349,919.25

Name	Total Paid
MISC VENDOR	
Total Franklin D Azar:	60.00
Total Johnson Mark LLC:	520.55
Total Red Rock Roofing:	25.88
Grand Totals:	606.43

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 9.a

Executive Session

Meeting Date: March 26, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

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

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

None