



TOWN OF FIRESTONE
Board of Trustees Special Meeting Agenda

April 16, 2025
Immediately Following the 6:00 PM FURA Meeting
9900 Park Avenue, Firestone, CO 80504

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

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 April 09, 2025 Board of Trustees Regular Meeting Minutes
6. **Discussion/Action**
 - a. **Resolution 25-47**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND VANGUARD REAL ESTATE SOLUTIONS LLC PERTAINING TO THE COAL RIDGE DITCH PIPELINE PROJECT
 - b. Water Discussion
 - 6.b.i. Billing Format
 - 6.b.ii. Central Weld County Water District Billing Issue
 - 6.b.iii. Little Thompson Water District Communication
7. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
8. **Reports**
9. **Executive Session**

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

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

- a. An executive session pursuant to C.R.S. Section 24-6-402(4)(e)(I), to determine positions, develop strategy, and to instruct negotiators accordingly regarding Central Park development agreements

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: April 16, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Approval of April 09, 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. 04-09-2025 Board of Trustees Meeting Minutes



TOWN OF FIRESTONE
Board of Trustees Regular Meeting
MINUTES
April 9, 2025

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on April 9, 2025, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Conyac called the meeting to order at 6:00 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- **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 Doherty, 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 Mayor Pro Tem Jimenez, **second** by Trustee Morton, to Approve the Consent Agenda

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

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

b. **Resolution 25-43:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE

TOWN OF FIRESTONE, COLORADO, GRANTING A GAS PIPELINE
EASEMENT TO WES DJ GATHERING, LLC

6. Presentation

- a. Fair Housing Month Proclamation

7. Discussion/Action

- a. **Resolution 25-44:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND CITY OF LONGMONT, TOWN OF MEAD AND WELD COUNTY, COLORADO FOR THE DESIGN AND CONSTRUCTION OF A MULTIPURPOSE TRAIL

Motion by Trustee Byrd, **second** by Trustee Doherty, to Approve **Resolution 25-44:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND CITY OF LONGMONT, TOWN OF MEAD AND WELD COUNTY, COLORADO FOR THE DESIGN AND CONSTRUCTION OF A MULTIPURPOSE TRAIL

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- b. **Resolution 25-45:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS IN FISCAL YEAR 2025 AND ADOPTING AN AMENDED BUDGET FOR THE BUDGET YEAR 2025.

Mayor Conyac opened the public hearing for Resolution 25-45 at 6:05 PM.

Jessica Clanton, Finance Director, presented to the Board of Trustees.

There was no one who wished to give public comments.

The Public Hearing closed.

Motion by Trustee Morton, **second** by Trustee Byrd, to Approve **Resolution 25-45:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS IN FISCAL YEAR 2025 AND ADOPTING AN AMENDED BUDGET FOR THE BUDGET YEAR 2025.

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- c. **Resolution 25-42:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF FIRESTONE AND THE COLORADO DEPARTMENT OF TRANSPORTATION PERTAINING TO BUS FACILITY MAINTENANCE AND OPERATIONS AT THE TOWN OF FIRESTONE MOBILITY HUB

Motion by Trustee Doherty, **second** by Trustee Morton, to Approve **Resolution 25-42:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF FIRESTONE AND THE COLORADO DEPARTMENT OF TRANSPORTATION PERTAINING TO BUS FACILITY MAINTENANCE AND OPERATIONS AT THE TOWN OF FIRESTONE MOBILITY HUB

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- d. **Resolution 25-41:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND PRI MANAGEMENT GROUP FOR AN OPERATIONAL ASSESSMENT OF POLICE RECORDS.

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Byrd, to Approve **Resolution 25-41:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND PRI MANAGEMENT GROUP FOR AN OPERATIONAL ASSESSMENT OF POLICE RECORDS.

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- e. **Resolution 25-46:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A RENEWAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND CIVICPLUS LLC PERTAINING TO VARIOUS SOFTWARE SOLUTIONS FOR LOCAL GOVERNMENT

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Doherty, to Approve **Resolution 25-46**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A RENEWAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND CIVICPLUS LLC PERTAINING TO VARIOUS SOFTWARE SOLUTIONS FOR LOCAL GOVERNMENT

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

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

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

9. Reports

a. Staff

b. Mayor

Mayor Conyac reported the Town's trash pick-up services, retreat livestreaming, and a Town of Dacono & Town of Firestone meeting.

c. Trustees

Trustee Morton reported on her attendance at the PTROC on April 2, 2025.

Trustee Byrd reported on the Barefoot Lakes Metro District meeting.

Trustee Doherty reported on his meeting with the Town's lobbyist.

10. Adjournment

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

Introduced and Approved the _____ Day of _____, 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.: 6.a

Discussion/Action

Meeting Date: April 16, 2025

Initiated By: Dave Lindsay

Department: Water & Community Resources

AGENDA ITEM

Resolution 25-47: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND VANGUARD REAL ESTATE SOLUTIONS LLC PERTAINING TO THE COAL RIDGE DITCH PIPELINE PROJECT

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached resolution approving a professional services agreement with Vanguard Real Estate Solutions, LLC for an amount not to exceed \$18,875, and authorize the Mayor to execute the contract.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the [Ordinance or Resolution].

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

Denial: The Board moves to deny the [Ordinance or Resolution].

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

SUMMARY

This resolution is for an agreement with Vanguard Real Estate Solutions for professional services to assist in negotiating easement agreements with unincorporated landowners. The Town is currently engaged in the final design of a raw water pipeline to convey water from the Coal Ridge Ditch to the town's current and future water storage reservoirs. Several segments of the pipeline alignment would cross private property not currently annexed into Firestone.

The Town utilized Vanguard's services in 2020 on a similar pipeline project and was pleased with their performance. Negotiation efforts can vary significantly, so the agreement is a time and expense compensation with a not-to-exceed amount of \$18,875.00.

FINANCIAL CONSIDERATIONS

The contract is not to exceed \$18,875.00 and will be paid from the Water Fund.

HISTORY AND PREVIOUS BOARD ACTION

On September 13, 2023, the Board of Trustees approved Resolution 23-95 approving a cost reimbursement agreement with the Coal Ridge Ditch Company.

On October 23, 2024, the Board of Trustees approved Resolution 24-94 approving a design services contract for the design of ditch turnout and associated pipeline from the Coal Ridge Ditch.

BOARD STRATEGIC PLAN IMPACT

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

- Maintain Town Infrastructure & Facilities
- Organizational Objectives

ATTACHMENTS

1. Reso 25-47 Vanguard Real Estate Services - R040925
2. Landman Exhibit for Coal Ridge Diversion Pipeline (2025.04.03)
3. W2023.9547.01 Coal Ridge Ditch Pipeline Landman (Vanguard 2025.04.02) (VRES signed)

RESOLUTION NO. 25-47

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND VANGUARD REAL ESTATE SOLUTIONS LLC PERTAINING TO THE COAL RIDGE DITCH PIPELINE PROJECT

WHEREAS, the Town of Firestone (“Town”) is currently developing the final design of a raw water pipeline that will convey raw water diverted from the Coal Ridge Ditch to the Town’s current and future water storage reservoirs (“Project”); and

WHEREAS, the Project’s final design has progressed to a sufficient level of detail to enable delineation of the real property interests the Town will need to acquire to construct and maintain the Project; and

WHEREAS, to undertake and complete the Project, the Town will need to acquire permanent easements (“Property Rights”) over, across and under certain real property; and

WHEREAS, to facilitate the acquisition of the Property Interests in a timely manner, the Town is need of certain real estate acquisition services; and

WHEREAS, Town Staff has identified Vanguard Real Estate Solutions, LLC (“Vanguard”) as having the requisite skill, knowledge, and expertise to perform the desired services and to assist the Town in acquiring the Property Rights for the Project from the affected private landowners, and has negotiated with Vanguard an agreement to perform the services as described in the Professional Services Agreement, attached hereto as Exhibit A; and

WHEREAS, the Board of Trustees finds that entering into a Professional Services Agreement with Vanguard will help ensure the timely acquisition of the Property Rights, which is desirable and necessary for the completion of the Project, and which is essential to protect and preserve the health, safety, welfare and convenience of the Town and its citizens.

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

Section 1. The Professional Services Agreement between the Town of Firestone and Vanguard Real Estate Solutions, LLC is hereby approved in substantially the same form as the copy attached hereto as **Exhibit A** and made a part of this resolution. The Mayor is authorized to execute and deliver the Agreement on behalf of the Town.

PASSED AND ADOPTED this _____ day of April, 2025.

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

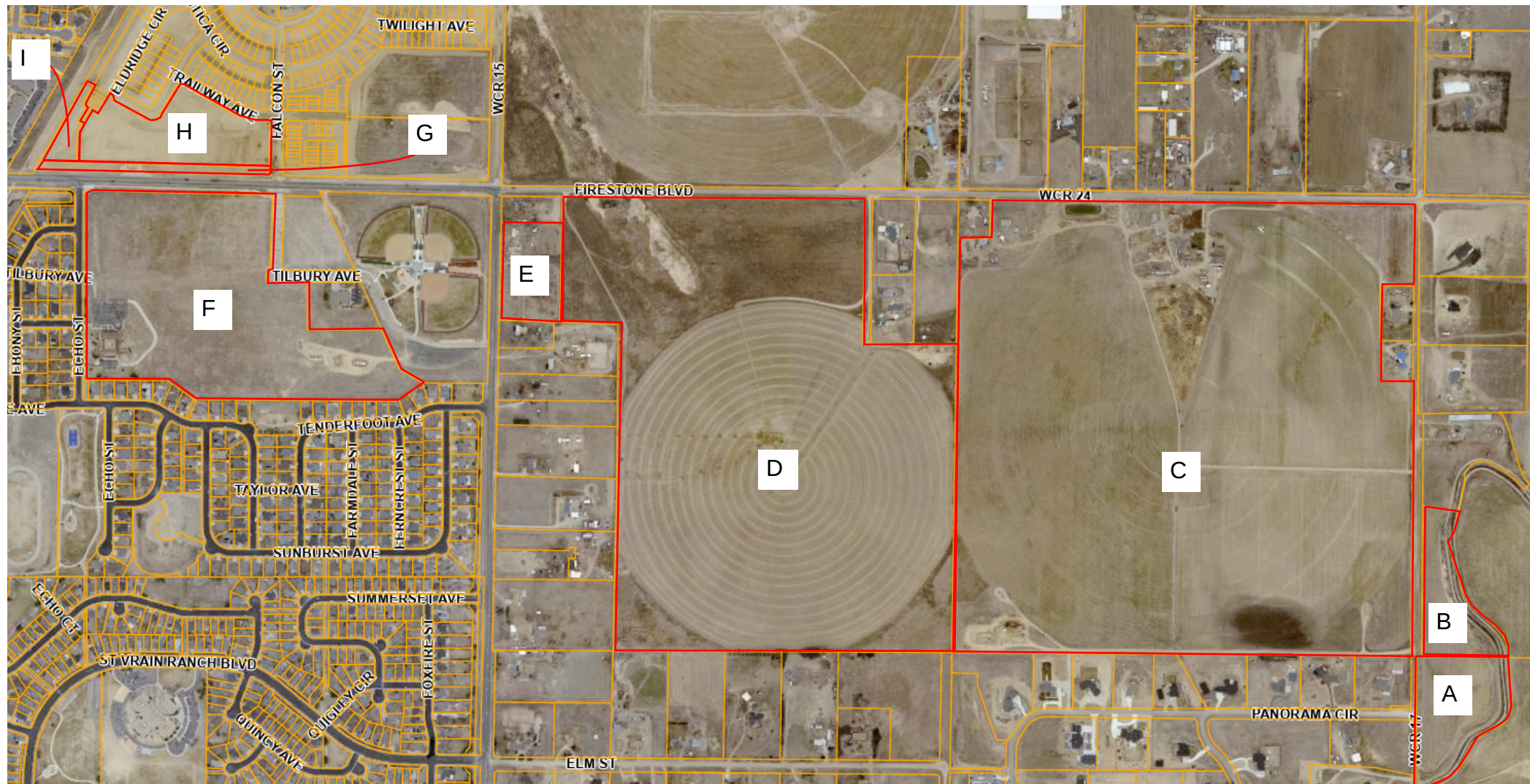
APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

EXHIBIT A
[Vanguard Professional Services Agreement]

6th Prime Meridian

Tag	Section	Township	Range	Parcel #	Owner Name
A	9	2N	67W	131109000004	Martin, Donald L
B	9	2N	67W	131109000001	Martin, Ruth
C	8	2N	67W	131108100057	Sater Family Interests
D	8	2N	67W	131108000045	Frontier Ventures LLC
E	8	2N	67W	131108000022	Bailey, Alexandria Renee & Jesse Rodolfo
F	7	2N	67W	131107117001	Longmont United Hospital
G	6	2N	67W	131106428015	TPH Firestone Trail LLC
H	6	2N	67W	131106428014	TPH Firestone Trail LLC
I	6	2N	67W	131106428013	Firestone, Town of



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2025 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and Vanguard Real Estate Solutions, LLC, an independent Contractor with a principal place of business at 941 Road 5400, Doshier, NE 68340 ("Contractor ") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services and

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

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

I. SCOPE OF SERVICES

- A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as **Coal Ridge Ditch Pipeline Landman (W2023-9547.01)**
- B. A change in the Scope of Services shall not be effective unless authorized as a modification to this Agreement. If the Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

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

III. COMPENSATION

In consideration of the completion of the Scope of Services by Contractor, the Town shall pay Contractor based on an hourly rate plus expenses amount not to exceed **\$18,875.00**. This amount shall include all fees, costs and expenses incurred by Contractor , and no additional

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

IV. PROFESSIONAL RESPONSIBILITY

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

V. OWNERSHIP

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

VI. INDEPENDENT CONTRACTOR

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

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

VII. INSURANCE

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

VIII. INDEMNIFICATION

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

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

IX. CHANGE ORDERS

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

X. MISCELLANEOUS

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

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

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

TOWN OF FIRESTONE, COLORADO

Don Conyac, Jr, Mayor

ATTEST:

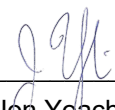
Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

CONTRACTOR
Vanguard Real Estate Solutions, LLC.

By:



Jon Yoachim, President

EXHIBIT A
SCOPE OF SERVICES

(see attached three (3) pages)



February 21, 2025

Via Email

Attn: David Lindsay, Contractor
Town of Firestone
151 Grant Avenue
PO Box 100
Firestone, CO 80520

RE: Town of Firestone Waterline Project

Greetings David,

I have enclosed a basic scope of work and unit pricing fee schedule for reference, along with an estimate to secure easements for the waterline from four landowners, five parcels. As a reminder, this is only an estimate and the actual costs will vary.

Thank you so much for the opportunity. We look forward to supporting your efforts.

Sincerely,

Bette Dossman,
Land Manager
Vanguard Real Estate Solutions, LLC
918-625-2029
bette@vresolutions.com

Basic SOW and Fee Schedule

Landowner Research and Outreach

Vanguard Real Estate Solutions, LLC (“Vanguard”) will obtain and organize landowner data from the local jurisdiction in Microsoft Excel format. Although the quality of data varies by jurisdiction, Vanguard generally identifies the pertinent parcel number, acreage, and landowner (as listed in tax records), as well as the landowner’s mailing address. After assimilating landowner data, Vanguard will research landowner phone numbers and begin contacting landowners to gauge initial interest.

Negotiation

Vanguard will present and negotiate agreement terms via a term sheet for an option to purchase or option to lease. At the Client’s instruction, Vanguard will continue negotiations beyond the term sheet in an effort to secure an Option to Purchase or Option to Lease Agreement. At the Client’s instruction, Vanguard will verify ownership by pulling the most recent vesting deed, and Vanguard will populate document templates provided by the Client.

Compensation and Reimbursement

The client will pay all invoices received from Vanguard within thirty (30) days of receipt. Vanguard may submit invoices on a bimonthly basis. Any funds advanced by Vanguard on behalf of the Client will incur a ten percent administrative fee; this includes, but is not limited to, the purchase of shapefiles, landowner access/data, and postage. Vanguard will be compensated for any new or repeat work based upon the unit pricing below:

Unit Pricing	
Senior Land Agent	\$80 per hour - Applicable GSA Rate Per Diem(s) - Mileage at the IRS business rate
Admin Support	\$60 per hour
GIS Analyst	\$100 per hour
Project Management	\$100 per hour

Vanguard’s unit pricing may vary from project to project and is subject to change.

Town of Firestone Waterline Project Estimate

Budget Estimate for 6 months			
Negotiation & Acquisition	\$	17,448.00	
Total Labor Cost	\$	15,360.00	
Total Per Diems	\$	-	
Total Miles	\$	1,608.00	
Total Trips	\$	-	
Total Expenses	\$	480.00	
Title	\$	-	
Total Labor Cost	\$	-	
Total Per Diems	\$	-	
Total Miles	\$	-	
Total Trips	\$	-	
Total Expenses	\$	-	
Administrative	\$	-	
Total Labor Cost	\$	-	
Total Expenses	\$	-	
Management	\$	1,425.00	
Project Managers			
Project Initiation	\$	225.00	
Total Labor Cost	\$	1,200.00	
Total Per Diem	\$	-	
Total Mileage	\$	-	
Total Trips	\$	-	
Total Expenses	\$	-	
GIS	\$	-	
Total Labor Cost	\$	-	
Total Expenses	\$	-	
Project Total	\$	18,873.00	

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.b

Discussion/Action

Meeting Date: April 16, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Water 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

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.b.i

Discussion/Action

Meeting Date: April 16, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Billing Format

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

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.b.ii

Discussion/Action

Meeting Date: April 16, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Central Weld County Water District Billing Issue

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

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.b.iii

Discussion/Action

Meeting Date: April 16, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Little Thompson Water District Communication

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

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 9.a

Executive Session

Meeting Date: April 16, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

An executive session pursuant to C.R.S. Section 24-6-402(4)(e)(I), to determine positions, develop strategy, and to instruct negotiators accordingly regarding Central Park development agreements

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