TOWN OF FIRESTONE

Board of Trustees Regular Meeting Agenda

May 28, 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 May 14, 2025, Board of Trustees Regular Meeting Minutes
   - **b.** **Resolution 25-63**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 1 TO THE 2025 AGREEMENT FOR PROFESSIONAL SERVICES WITH RVI PLANNING FOR THE TOWN OF FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY FORMATION PROJECT
6. **Presentation**
   - **a.** 2024 Audit Presentation
7. **Discussion/Action**
   - **a.** **Resolution 25-52:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND A1 CHIPSEAL PERTAINING TO STREET RESURFACING

* 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.

b. **Resolution 25-53:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND A1 CHIPSEAL PERTAINING TO STREET MILL AND OVERLAY

c. **Resolution 25-59:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MCGRANE WATER ENGINEERING LLC PERTAINING TO THE TOWN OF FIRESTONE ALLUVIAL WELL NO. 2 PROJECT

d. **Resolution 25-60**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MCGRANE WATER ENGINEERING LLC PERTAINING TO THE DEVELOPMENT OF A GIS TOOL

e. **Resolution 25-61:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MCGRANE WATER ENGINEERING LLC PERTAINING TO THE TOWN OF FIRESTONE BFL-VOGL-STINAR ALLUVIAL WELL PROJECT

f. **Resolution 25-62:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MCGRANE WATER ENGINEERING LLC PERTAINING TO THE DEVELOPMENT OF A GIS TOOL

g. **Ordinance 1064:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ENACTING SECTION 9.20.090 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE REGULATION OF UNMANNED AIRCRAFT SYSTEMS

h. **Resolution 25-64:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND POINTS CONSULTING, LLC FOR REAL ESTATE FEASIBILITY SERVICES PERTAINING TO CENTRAL PARK

i. Appointment of PTROC Members

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

9. Reports

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

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a. Staff

9.a.i. 1st Quarter Financials

b. Mayor

c. Trustees

10. Executive Session

a. An executive session pursuant to C.R.S. 24-6-402 (4) (b), for a conference with Special Counsel for the purpose of receiving legal advice on specific legal questions regarding Central Weld County Water District services.

11. 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:** May 28, 2025 **Initiated By:** **Department:** Town Clerk

AGENDA ITEM

Approval of May 14, 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. May 14, 2025 Board of Trustees Meeting Minutes

TOWN OF FIRESTONE

Board of Trustees Regular Meeting
MINUTES
May 14, 2025

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on May 14, 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 Byrd, to Approve the Agenda. All in Favor, **Motion carried**.

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

Tim Huback, a Town of Firestone resident, provided public comment regarding the St. Vrain Ranch trail rocks he made to honor officers.

Ron Martin, a Town of Firestone resident, provided public comment regarding the garden in a box. He also provided his concerns regarding contractors background checks.

5. Consent Agenda

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Doherty, 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 April 16, 2025, Board of Trustees Special Meeting Minutes

b. **Resolution 25-48:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING THE TOWN CLERK TO APPOINT ELECTION JUDGES FOR THE JULY 1, 2025 SPECIAL ELECTION.

c. **ORDINANCE 1063**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTION 10.04.010 ADOPTION OF THE 2024 MODEL TRAFFIC CODE FOR COLORADO.

d. 2025 Water Leasing Recommendation Memo

e. **Resolution 25-58:** 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 BAREFOOT LAKES FILING NO. 7B AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE BAREFOOT LAKES FILING NO. 7B SUBDIVISION

6. Presentation

a. Scholarship Presentation

b. Building Safety Month Proclamation

c. 2024 Administration Report

7. Discussion/Action

a. **Resolution 25-51:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND DAVEY RESOURCES INC FOR A TREE INVENTORY

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Doherty, to Approve **Resolution 25-51:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND DAVEY RESOURCES INC FOR A TREE INVENTORY

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

b. **Resolution 25-49:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 1 TO THE 2025 CONSTRUCTION CONTRACT FOR PHASE 3 OF THE HISTORIC FIRESTONE WATERLINE AND ROADWAY REPLACEMENT PROJECT NO. 2

Motion by Trustee Byrd, **second** by Trustee Morton, to Approve **Resolution 25-49:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 1 TO THE 2025 CONSTRUCTION CONTRACT FOR PHASE 3 OF THE HISTORIC FIRESTONE WATERLINE AND ROADWAY REPLACEMENT PROJECT NO. 2
Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty
No: None
Abstain: None
Motion carried.

c. **Resolution 25-50:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MEEDER PUBLIC FUNDS FOR PROFESSIONAL SERVICES

Motion by Trustee Doherty, **second** by Trustee Byrd, to Approve **Resolution 25-50:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MEEDER PUBLIC FUNDS FOR PROFESSIONAL SERVICES
Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty
No: None
Abstain: None
Motion carried.

d. **Resolution 25-57:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MASTER ENCROACHMENT LICENSE AGREEMENT BETWEEN THE TOWN OF FIRESTONE, WES DJ GATHERING, LLC AND WES WATTENBERG OIL COMPLEX, LLC

Motion by Trustee Morton, **second** by Trustee Byrd, to Approve **Resolution 25-57:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MASTER ENCROACHMENT LICENSE AGREEMENT BETWEEN THE TOWN OF FIRESTONE, WES DJ GATHERING, LLC AND WES WATTENBERG OIL COMPLEX, LLC
Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty

No: None
Abstain: None
Motion carried.

e. **Resolution 25-54**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MASTER SERVICES AGREEMENT AND AUTHORIZING EXECUTION OF AN ORDER FORM WITH FLOCK SAFETY

Motion by Trustee Morton, **second** by Trustee Byrd, to Approve **Resolution 25-54**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MASTER SERVICES AGREEMENT AND AUTHORIZING EXECUTION OF AN ORDER FORM WITH FLOCK SAFETY
Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty
No: None
Abstain: None
Motion carried.

f. **Resolution 25-55**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE ST. VRAIN RANCH PROPERTY OWNERS ASSOCIATION RELATING TO THE PLACEMENT OF A FLOCK SAFETY CAMERA.

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Doherty, to Approve **Resolution 25-55**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE ST. VRAIN RANCH PROPERTY OWNERS ASSOCIATION RELATING TO THE PLACEMENT OF A FLOCK SAFETY CAMERA.
Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty
No: None
Abstain: None
Motion carried.

g. **Resolution 25-56:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND NEIGHBORS POINT COMMUNITY ASSOCIATION, INC. RELATING TO THE PLACEMENT OF A FLOCK SAFETY CAMERA.

Motion by Trustee Byrd, **second** by Trustee Morton, to Approve **Resolution 25-56:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND NEIGHBORS POINT COMMUNITY ASSOCIATION, INC. RELATING TO THE PLACEMENT OF A FLOCK SAFETY CAMERA.

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

AJ Krieger, Town manager, reported on the police department being nationally accredited!

9.a.i. March and April Financial Reports

b. Mayor

Mayor Conyac reported on Trustee Haney's resignation from the Board of Trustees and met with numerous residents, contractors, and business owners.

c. Trustees

Trustee Morton reported on her attendance at the Chat with a Trustee on May 7th,2025. She also reported on the Town of Firestone Board of Trustees Rules and Procedures policy.

10. Executive Session

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

11. Adjournment

Introduced and Approved the _____Day of _____, 2025.

TOWN OF FIRESTONE, COLORADO

ATTEST

_____
Don Conyac, Jr., Mayor

_____
Miriam Granados Luna, CMC,
Town Clerk

DRAFT

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 5.b **Consent Agenda** **Meeting Date:** May 28, 2025 **Initiated By:** Raelynn Ferrera **Department:** Administration

AGENDA ITEM

Resolution 25-63: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 1 TO THE 2025 AGREEMENT FOR PROFESSIONAL SERVICES WITH RVI PLANNING FOR THE TOWN OF FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY FORMATION PROJECT

RECOMMENDATION

Approval of Resolution authorizing execution of said Agreement 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 resolution will modify the Agreement for Professional Services with RVI Planning + Landscape Architecture (RVI), which is working with Town staff on the Downtown Development Authority Plan. The change order engages CliftonLarsonAllen LLP as a sub-consultant to provide financial analysis services related to the project.

FINANCIAL CONSIDERATIONS

Original Amount: $74,123.00
Change Order 1 Amount: $40,000
Total agreement amount Not to exceed: $114,123.00

HISTORY AND PREVIOUS BOARD ACTION

The Board approved RVI's contract at the March 12, 2025, Regular Board of Trustees meeting, at which staff informed the Board of the position of adding CliftonLarsonAllen LLP as a sub-consultant to provide financial analysis.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 25-63 RVI Planning PSA CO #1
2. RVI Planning Change Order No. 1

RESOLUTION NO. 25-63

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 1 TO THE 2025 AGREEMENT FOR PROFESSIONAL SERVICES WITH RVI PLANNING FOR THE TOWN OF FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY FORMATION PROJECT

WHEREAS, the Town of Firestone entered into an Agreement for Professional Services ("Agreement") with RVI Planning + Landscape Architecture. to serve as the contractor for the Town's DDA Formation Project (the "Project"); and

WHEREAS, in addition to the work set forth in the Agreement, the Parties agree that the Project will also require additional financial analysis services.

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

Change Order No. 1 to the 2025 Agreement for Professional Services between the Town of Firestone and RVI Planning + Landscape Architecture 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 Change Order on behalf of the Town.

PASSED AND ADOPTED this 28th day of May, 2025.

TOWN OF FIRESTONE, COLORADO

_____
Don Conyac, Jr., Mayor

ATTEST:

_____
Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

_____
Marshall Keith Martin, Town Attorney

CHANGE ORDER NO.: 1

Owner: Town of Firestone
Contractor: RVI Planning + Landscape Architecture
Project: DDA Formation
Effective Date of Agreement: 3/12/25

1. PURPOSE AND INTENDED USE OF THE DOCUMENT.

The Change Order ("CO") is used to make modifications to the Agreement for Services that change the Contract Price, Contract Times, the Deliverables Timeline or the scope of Professional Services and Deliverables to be provided under the Agreement for Professional Services per Section IX of the Agreement for Professional Services. When approved and executed by the Town, the CO acts as an amendment to the Agreement for Professional Services.

2. EFFECTIVE DATE. The effective date of this CO is: _____.

3. NATURE OF CO AND PROPOSED MODIFICATIONS.

The Agreement for Professional Services, as amended, is modified as follows upon execution of this CO:

Description of Modifications:

- Acknowledging the Town's consent to Contractor retaining and using CliftonLarsonAllen LLP as a subconsultant to provide financial analysis services related to the Project
- Adding financial analysis services.
- Adjusting the Contract Price for financial analysis services.

Attachments:

See attachment 1 to this CO which describes the new financial analysis services and the proposed modifications to the Scope of Services and Compensation (Exhibit A) . Attachment 1 shall constitute an amendment to Exhibit A to the Agreement for Professional Services.

[*Remainder of Page Left Intentionally Blank*]

Change in Agreement Amount	Change in Agreement Term or Deliverables Timeline
Original Amount: $ Not to exceed $74,123 for all Services	Original Times: Term: Completion of Project Deliverables Timeline: As stated in Ex. A
Net change from previously approved Amendment/CO No.____ to No. 1: $ 0.00	**Increase/Decrease** from previously approved Amendment/CO No.___to No. 1 : Term: N/A Deliverables Timeline: As stated in Ex. A
Agreement Amount prior to this CO: $ As stated in Agreement	Agreement Times prior to this CO: Term: N/A Deliverables Timeline: As stated in Ex. A.
Net change this CO: $ 40,000	**Increase/Decrease** this CO: Term: N/A Deliverables Timeline: N/A
Agreement Amount incorporating this CO: $ 114,123.00.	Agreement Times with all approved PCRs: Term: 1 yr w/auto 1-yr renewals Deliverables Timeline: As stated in Ex. A.

4. AMENDMENT. Owner and Contractor hereby agree to modify the Agreement for Professional Services as set forth in this CO and Attachment 1.

5. NO OTHER MODIFICATIONS. Except as expressly set forth herein, this CO shall not modify or amend the terms or provisions of the Agreement, and all other terms or provisions of the Agreement not otherwise modified or amended by this CO are hereby ratified and shall remain in full force and effect and constitute legal and binding obligations of the parties.

6. AUTHORITY. Each Party represents and warrants that it has the power and authority to execute this CO and that there are no third-party approvals required to execute this COor to com ply with the terms or provisions contained herein.

6. ENTIRE AGREEMENT. This CO contains the entire agreement of the Parties with respect to the subject matter hereof and may not be amended or modified except by an instrument executed in writing by the Parties.

7. COUNTERPARTS. This CO may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the Parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by facsimile or electronic mail transmission. The Parties further agree that this CO may be executed by electronic copies of signatures, and that any electronic copies of signatures shall be binding upon the Party providing such electronic copy of signature as if it were the Party's original signature.

[*Remainder of Page Left Intentionally Blank - Signature Page Follows*]

	OWNER	Contractor
By:		
Print Name:		PAUL MILLS
Title:		PRINCIPAL
Date:		5/20/2025

ATTACHMENT 1

1. **Addition of Subconsultant**
   Consultant shall engage **CliftonLarsonAllen LLP** as a subconsultant to provide financial analysis services related to the project.
2. **Scope of Services**
   Task 1
   - Refine scope and related tasks
   - Determine base increment potential of development site
     - Getting lot information from County regarding current assessment of base lots
   - Consider build out and potential development activity
     - Potential development information will be necessary to build out multi-year projections in Phase 2.
     - If there are hotels, when will the buildings be completed, how many rooms, what is the projected revenue per room
     - Projected visitors to an attraction, what is the projected entrance fee?
     - We take this information and any projected growth information and apply the taxes for the revenue projections in Phase 2.
   - *Deliverable: Initial base and increment and further team understanding of project*

   Task 2
   - Determine potential revenue streams (in addition to DDA-enabled) to include the below and apply to the build out and sales determined in Phase 1:
     - TIF
     - PIF
     - Lodger Tax
     - Mill Levy
     - Other revenues
   - *Deliverable: Multi-year Revenue Projections*

   Task 3
   - Determine Funding Sources
     - Bonds
     - Loans
     - Grants
     - Town contributions
     - Others as appropriate
   - Deliverable: Multi-year Funding Projections

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 6.a **Presentation** **Meeting Date:** May 28, 2025 **Initiated By:** **Department:** Finance

AGENDA ITEM
2024 Audit Presentation

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.:** 7.a **Discussion/Action** **Meeting Date:** May 28, 2025 **Initiated By:** Nate Haasis, George Hubert **Department:** Engineering & Utilities

AGENDA ITEM

Resolution 25-52: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND A1 CHIPSEAL PERTAINING TO STREET RESURFACING

RECOMMENDATION

Staff recommends that the Board approve Resolution 25-52, a resolution approving the construction contract between the Town of Firestone and A1 Chipseal for the construction of the Street Maintenance Resurfacing Project.

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

Approval of the proposed Resolution will approve a construction contract between the Town of Firestone and A1 Chipseal for the Street Maintenance Resurfacing Project.

Road resurfacing projects are essential for maintaining road infrastructure because they restore the structural integrity and surface quality of roads. Over time, traffic, weather, and environmental factors cause wear and damage, leading to cracks, potholes, and reduced safety. Resurfacing prevents further deterioration, extends the lifespan of the roadway, improves driving conditions, and reduces the need for more costly full reconstructions in the future.

The Town advertised the Street Maintenance Resurfacing Project in a Request for Bids that was issued in April 2025. After reviewing the bids, staff determined A1 Chipseal to be the lowest responsible bidder and recommends accepting their bid for a not-to-exceed amount of $977,277.15.

Project scope includes:

- Chip Seal on Arterial and Collector Streets, including preparation of road surfacing, patching, surface treatment, fog seal, striping, and restoration as needed.

Project Locations:

1. Sable Ave (CR 22) / 2.2 miles: I-25 frontage E. .25 miles / Birch Ave to Colorado Blvd / Colorado Blvd (CR 13) to Frontier (CR 15)

2. Birch Ave (CR 11) / 1.5 miles: Town Limits (south) .5 miles N. of Bella Rosa PKWY to Firestone BLVD (CR 24)
3. Frontier Ave (CR 15) / 1.0 mile: Sable (CR 22) to Firestone Blvd
4. Colorado BLVD (CR 13) / 1.4 miles: Mountain Shadows BLVD to CR 26, then CR 26 North 1/2 mile
5. Pine Cone Ave (CR 20) / 1.9 miles: Colorado Blvd (CR 13) to Frontier (CR 15) East to the end of the Town of Firestone maintenance area

The Town received two bids:

- A1 Chipseal - $977,277.15
- Vance Brothers - $950,945.64

While A1 Chipseal is the higher bid, previous experience with both contractors led to the evaluation of A1 Chipseal being the lowest responsible bidder.

FINANCIAL CONSIDERATIONS

The Board approved the 2025 Budget and Capital Improvement Program (CIP), which included $1,477,060 for Street Maintenance.

HISTORY AND PREVIOUS BOARD ACTION

The Board approved the 2025 Budget and Capital Improvement Program (CIP), which included projects for Street Maintenance Projects.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Contract S2025-9252
2. Reso 25-52 2025 Street Maintenance Resurfacing A1 Chipseal - R050525

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract" or "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" or the "Owner"), and _____, an independent contractor with a principal place of business at _____, Colorado _____ ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, the Town has found the Contractor to have the expertise and experience to perform the required services.

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

I. SCOPE OF WORK

A. The Contractor shall complete all Work and perform all Services described or reasonably implied from the Scope of Work set forth in Exhibit A and the Contract Documents, attached hereto and incorporated herein by this reference and known as **2025 Street Maintenance Program – Resurfacing (S2025-9252).**

B. A change in the Scope of Work shall not be effective unless authorized as a modification to this Agreement or change order in accordance with the Contract Documents. If the Contractor proceeds without such written authorization, the Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

C. Within ten days of the Effective Contract Date, the Contractor shall provide the performance bond, labor & material payment bond, and certificate of insurance required by the Contract Documents.

II. RESERVE

III. CONTRACT TIMES; COMMENCEMENT AND COMPLETION OF WORK

A. The Work shall be substantially completed within 60 days of the Effective Date of this Agreement. It shall continue until the Contractor completes the Scope of Services to the Town's satisfaction, 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 satisfactorily completed prior to the date

FIRESTONE
COLORADO

of termination. If, however, the Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

C. Should a delay in completion constitute a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty, and the parties recognize the delays, expenses, and difficulties involved in proving the actual loss suffered by the Town if the Work is not completed on time. Accordingly, instead of requiring such proof the Parties agree that as liquidated damages for each day that all or a portion of the Work is delayed beyond the deadlines set forth in Section III hereof, plus any extensions thereof allowed, the Contractor shall be assessed the amount of one thousand dollars ($1000.00) each day until the Work is complete.

IV. COMPENSATION

In consideration for the completion of the Work by Contractor, the Town shall pay Contractor, subject to all of the terms and conditions of the Contract Documents, an amount not to exceed **$977,277.15** (the "Contract Price"). The Contract Price shall include all fees, costs, and expenses incurred by the Contractor, and no additional amounts shall be paid by the Town for such fees, costs, and expenses.

V. PAYMENT PROCEDURES

A. The Contractor may submit Applications for Payment for completed Work per the UNIT-PRICE BID FORM or the LUMP-SUM BID FORM. The Contractor may submit periodic invoices, which the Town shall pay within 30 days of receipt.

B. The Town may retain up to five percent (5%) of the calculated value of completed work from each application of payment up until the Construction Contract is completed satisfactorily and finally accepted by the Town.

C. Upon issuing a final acceptance of the Work for the Project, the Town shall pay to Contractor the remainder of the funds or monies previously withheld as retainage.

VI. 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 licenses in good standing, required by law.

B. The Work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of Work in the applicable community.

C. The Work performed by the Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the Keep Jobs in Colorado Act, C.R.S. 8-17-101, et seq. (the "Act") and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules").

D. The Town's review, approval or acceptance of, or payment for any completed Work shall not be construed to operate as a waiver of any rights under this Construction Contract or of any cause of action arising out of the performance of this Construction Contract.

E. The Contractor hereby warrants to the Town that all materials and equipment used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. The Contractor further warrants that all equipment and materials shall be of good quality, conform to the requirements of the Contract Documents and will be free from defects. All Work, materials, or equipment not conforming to the Contract Documents shall be considered defective.

F. The Contractor shall warrant and guarantee all materials and equipment furnished under the Construction Contract and all Work performed for one year after the date of Substantial Completion. Under this warranty, Contractor agrees to repair or replace, at its own expense, any Work that is found to be defective. The expiration of the warranty period 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.

VII. OWNERSHIP

Any materials, items, and Work specified in the Scope of Work, and any and all related documentation and materials provided or developed by the Contractor shall be exclusively owned by the Town. The Contractor expressly acknowledges and agrees that all Work performed under the Scope of Work constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," the 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.

VIII. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor. Notwithstanding any other provision of this Construction Contract, all personnel assigned by Contractor to perform Work under the terms of this Construction Contract 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.

IX. 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 Construction Contract. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

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

X. INDEMNIFICATION

The Contractor agrees to defend, 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 Construction Contract 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 faults of the Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

XI. WORKER WITHOUT AUTHORIZATION

A. Certification. By entering into this Construction Contract, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who will perform Work under this Construction Contract and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and Social Security Administration or the Department Program

administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform Work under this Construction Contract.

B. Prohibited Acts. The Contractor shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform Work under this Construction Contract, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform Work under this Construction Contract.

C. Verification.

1. If the Contractor has employees, the Contractor has confirmed the employment eligibility of all employees who are newly hired to perform Work under this Construction Contract through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Construction Contract is being performed.

3. If the Contractor obtains actual knowledge that a subcontractor performing Work under this Construction Contract knowingly employs or contracts with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing Work under this Construction Contract, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing Work under this Construction Contract; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 3 hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing Work under this Construction Contract; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing Work under this Construction Contract.

D. Duty to Comply with Investigations. The contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that the Contractor is complying with the terms of this Section

XII. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between the Town and Contractor concerning the Scope of Services, consist of the following:

A. Exhibit to this Construction Contract:
    1. Exhibit A: Unit Bid Form

B. Performance Bond and Labor & Material Payment Bond.

C. Notice of Award.

D. Notice to Proceed.

E. Substantial Completion.

F. "Specifications" bearing the title: Design Standards & Construction Specifications for Public Improvements, 2022 Edition

G. "Drawings" consisting of: NA

H. Addendum numbers:

1. Addendum #1: _____.
2. Addendum #2: _____.
3. Addendum #3: _____.

I. The following which may be delivered or issued after the Effective Date of the Construction Contract and are attached hereto: All written amendments and other documents amending, modifying, or supplementing of the Contract Documents.

There are no Contract Documents other than those listed above in this Section XII.

XIII. CHANGE ORDERS

A. 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 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 such changes.

XIV. MISCELLANEOUS

A. Governing Law and Venue. This Construction Contract 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 Construction Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Construction Contract.

C. Integration. This Construction Contract and any attached exhibits 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 Construction Contract.

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

F. Severability. If any provision of this Construction Contract 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 Construction Contract may only be modified upon written Agreement of the Parties.

H. Assignment. Neither this Construction Contract 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, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Construction Contract are in addition to any other rights and remedies provided by law. The expiration of this Construction Contract 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. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Article X, § 20 of the Colorado Constitution. Any financial obligation of the Town is subject to annual appropriation by its Board of Trustees. Any failure of a Board of Trustees to annually appropriate adequate monies to finance the Town's obligations under this Agreement shall terminate the Agreement upon expenditure of the appropriated funds. IN WITNESS WHEREOF, the Parties have executed this Construction Contract as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

_____
Don Conyac, Mayor

ATTEST:

_____
Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

_____
Marshall Keith Martin, Town Attorney

A1 Chipseal

By: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2025 by _____ as _____ of _____.

My commission expires:

(S E A L)

_____
Notary Public

Exhibit A

UNIT-PRICE BID FORM

2025 Street Maintenance Program - Resurfacing

(S2025-9252)

Item Description	Quantity	Unit of Measurement UOM	Unit Price	Extended Cost
Mobilization	1.0	Ea. / Lump Sum	12,500.00	12,500.00
Traffic Control (ALL LOCATIONS)	1.0	Ea. / Lump Sum	33,000.00	33,000.00
Restoration / Stormwater BMP Compliance (ALL LOCATIONS)	1.0	Ea. / Lump Sum	500.00	500.00

Sable Ave (CR 22) / ~ 1.2 mi. **I-25 frontage E. .25 miles & Colorado Blvd (CR 13) to Frontier (CR 15)**

Item Description	Quantity	Unit of Measurement UOM	Unit Price	Extended Cost
Asphalt Patching - 4' Mill Patch	13,000.0	SF	4.05	52,650.00
Asphalt Patching - 8" Full Depth	5,000.0	SF	13.50	67,500.00
Crack sealant	4,000.0	Lbs.	2.10	8,400.00
3/8" Chip Seal w/ Fog Seal	52,400.0	SqYds	3.95	206,980.00
4" White - Epoxy Line Striping - Solid	12,500.0	LF	.55	6,875.00
4" Yellow - Epoxy Line Striping - Solid	14,605.0	LF	.55	8,032.75
8" White - Epoxy Line Striping - Solid	3,880.0	LF	1.10	4,268.00
Left Turn Arrow - Preformed Thermoplastic Pavement Markings	8.0	Each	375.00	3,000.00
Right Turn Arrow - Preformed Thermoplastic Pavement Markings	4.0	Each	375.00	1,500.00
Straight Arrow - Preformed Thermoplastic Pavement Markings	3.0	Each	325.00	975.00
ONLY - Preformed Thermoplastic Pavement Markings	6.0	Each	400.00	2,400.00
Stop Bar (2' X LF - Length) - Preformed Thermoplastic Pavement Markings	55.0	LF	40.00	2,200.00

FIRESTONE COLORADO

Crosswalk Bars (2' X 9') - Preformed Thermoplastic Pavement Markings	22.0	Each	275.00	6,050.00

Birch Ave (CR 11) / ~ 1.5 mi. **Town Limits (south) .5 miles N. of Bella Rosa PKWY to Firestone BLVD (CR 24)**

Item Description	Quantity	Unit of Measurement UOM	Unit Price	Extended Cost
Asphalt Patching - 4' Mill Patch	3,000.0	SF	4.05	12,150.00
Asphalt Patching - 8" Full Depth	1,500.0	SF	13.50	20,250.00
Mill and Overlay 2" (Firestone Blvd 400' to the South)	1,835.0	SF	2.95	5,413.25
Crack sealant	4,000.0	Lbs.	2.10	8,400.00
3/8" Chip Seal w/ Fog Seal	35,150.0	SqYds	3.95	138,842.50
4" White - Epoxy Line Striping - Solid	15,317.0	LF	.55	8,424.35
4" Yellow - Epoxy Line Striping - Solid	9,510.0	LF	.55	5,230.50
8" White - Epoxy Line Striping - Solid	2,203.0	LF	1.10	2,423.30
8" White - Epoxy Line Striping - Skip	1,260.0	LF	1.10	1,386.00
Left Turn Arrow - Preformed Thermoplastic Pavement Markings	16.0	Each	375.00	6,000.00
Right Turn Arrow - Preformed Thermoplastic Pavement Markings	8.0	Each	375.00	3,000.00
ONLY - Preformed Thermoplastic Pavement Markings	12.0	Each	400.00	4,800.00
Stop Bar (2' X LF - Length) - Preformed Thermoplastic Pavement Markings	40.0	Each	40.00	1,600.00
Crosswalk Bars (2' X 9') - Preformed Thermoplastic Pavement Markings	12.0	Each	275.00	3,300.00

Frontier Ave (CR 15) / ~ 1.0 mi. **Sable (CR 22) to Firestone Blvd**

Item Description	Quantity	Unit of Measurement UOM	Unit Price	Extended Cost
Asphalt Patching - 4' Mill Patch	5,000.0	SF	4.05	20,250.00

FIRESTONE COLORADO

Asphalt Patching - 8" Full Depth	1,200.0	SF	13.50	16,200.00
Crack sealant	4,000.0	Lbs.	2.10	8,400.00
3/8" Chip Seal w/ Fog Seal	28,800.0	SqYds	3.95	113,760.00
4" White - Epoxy Line Striping - Solid	14,290.0	LF	.55	7,859.50
4" Yellow - Epoxy Line Striping - Solid	19,846.0	LF	.55	10,915.30
8" White - Epoxy Line Striping - Solid	2,057.0	LF	1.10	2,262.70
8" White - Epoxy Line Striping - Skip	770.0	LF	1.10	847.00
Left Turn Arrow - Preformed Thermoplastic Pavement Markings	11.0	Each	375.00	4,125.00
Right Turn Arrow - Preformed Thermoplastic Pavement Markings	4.0	Each	375.00	1,500.00
Combination Rht/Strt/Turn Arrow - Preformed Thermoplastic Pavement Markings	1.0	Each	475.00	475.00
Merge Left - Preformed Thermoplastic Pavement Markings	4.0	Each	675.00	2,700.00
ONLY - Preformed Thermoplastic Pavement Markings	8.0	Each	400.00	3,200.00
Stop Bar (2' X LF - Length) - Preformed Thermoplastic Pavement Markings	50.0	Each	40.00	2,000.00

Colorado BLVD (CR 13) / ~ 1.4 mi. **Mountain Shadows BLVD to CR 26 then CR 26 North 1/2 mile**

Item Description	Quantity	Unit of Measurement UOM	Unit Price	Extended Cost
Asphalt Patching - 4' Mill Patch	3,000.0	SF	4.05	12,150.00
Asphalt Patching - 8" Full Depth	1,000.0	SF	13.50	13,500.00
Crack sealant	4,000.0	Lbs.	2.10	8,400.00
3/8" Chip Seal w/ Fog Seal	22,430.0	SqYds	3.95	88,598.50
4" White - Epoxy Line Striping - Solid	17,200.0	LF	.55	9,460.00
4" Yellow - Epoxy Line Striping - Solid	17,970.0	LF	.55	9,883.50

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8" White - Epoxy Line Striping - Skip	400.0	LF	1.10	440.00
Left Turn Arrow - Preformed Thermoplastic Pavement Markings	4.0	Each	375.00	1,500.00
ONLY - Preformed Thermoplastic Pavement Markings	2.0	Each	400.00	800.00

TOTAL CONSTRUCTON COST	977,277.15

FIRESTONE
COLORADO

A change in the Scope of Work shall not be effective unless authorized as a modification to this Agreement or change order in accordance with the Contract Documents. If the Contractor proceeds without such written authorization, the Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

Please note any exceptions you take to this bid, e.g., minimum quantity:

None

BIDDER'S INFORMATION:

Company Name: A-1 Chipseal Co.

Mailing Address: 2505 E.74th Ave. Denver, CO 80229

Telephone Number: 303-464-9267 Email: Ryan@asphaltrepair.com

The bidder hereby acknowledges receipt of Addendum Nos. 1, 2, 3 to these specifications. (Insert number of each addendum received.)

Name and Title of Authorized Company Representative:

Josh Krueger — Vice President

Name (Please print) — Title

Signature

A-1 Chipseal Company CORPORATE SEAL 11/09/1992 COLORADO

Dated this 25 day of April, 2025.

FIRESTONE COLORADO

RESOLUTION NO. 25-52

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND A1 CHIPSEAL PERTAINING TO STREET RESURFACING

WHEREAS, the Town of Firestone ("Town") is in need of professional construction services for the 2025 Street Maintenance Operations Resurfacing Project (the "Project"); and

WHEREAS, the Town issued an request for bid ("RFB") bids for such services for the Project; and

WHEREAS, the Town has evaluated the bids submitted in response to the RFB, and finds that A1 Chipseal ("A1") is the responsible, responsive bidder whose bid is most advantageous to the Town; and

WHEREAS, the Town finds that A1 has the expertise, qualifications, and experience to perform the work and duties required for the Project, and desires to select A1 as the successful bidder for the RFB and to enter into a construction contract with A1 to provide the construction services and perform the work as described in Construction Contract, attached hereto as Exhibit A.

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

Section 1. The Construction Contract between the Town of Firestone and A1 Chipseal 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 Construction Contract on behalf of the Town.

Section 2. The Town Manager or such person's designee is authorized to approve, sign, execute and deliver any and all change orders on behalf of the Town as may be necessary to complete the Project or for the Town to perform under the Contract up to and until such time as the total dollar amount of all such change orders equals or exceeds $100,000, at which time any such change order shall be subject to approval by the Board.

PASSED AND ADOPTED this ____ day of _____, 2025.

_____
Don Conyac Jr., Mayor

ATTEST:

_____
Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

_____
Marshall Keith Martin, Town Attorney

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 7.b **Discussion/Action** **Meeting Date:** May 28, 2025 **Initiated By:** Nate Haasis, George Hubert **Department:** Engineering & Utilities

AGENDA ITEM

Resolution 25-53: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND A1 CHIPSEAL PERTAINING TO STREET MILL AND OVERLAY

RECOMMENDATION

Staff recommends that the Board approve Resolution 25-53, a resolution approving the construction contract between the Town of Firestone and A1 Chipseal for the construction of the Street Maintenance Mill and Overlay Project.

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

Approval of the proposed Resolution will approve a construction contract between the Town of Firestone and A1 Chipseal for the Street Maintenance Resurfacing Project.

Road resurfacing projects are essential for maintaining road infrastructure because they restore the structural integrity and surface quality of roads. Over time, traffic, weather, and environmental factors cause wear and damage, leading to cracks, potholes, and reduced safety. Resurfacing prevents further deterioration, extends the lifespan of the roadway, improves driving conditions, and reduces the need for more costly full reconstructions in the future.

The Town advertised the Street Maintenance Resurfacing Project in a Request for Bids issued in April 2025. The Town received six bids, and after reviewing the bids, staff determined A1 Chipseal to be the lowest responsible bidder and recommends accepting their bid for a not-to-exceed amount of $84,854.25.

Project scope includes:

- Profile milling approximately 1,695.0 square yards in preparation of a 2” asphalt overlay, including traffic control, preparation of road surfacing, asphalt patching, striping, preformed pavement markings, and restoration as needed.

Project Locations:

1. Oak Meadows Blvd between Colorado Blvd and Deerfield Dr., mill and overlay of 1,695.0 square yards
2. CR 26 from Colorado Blvd east 625 ft., mill and overlay of 800 square yards

3. Firestone Blvd at Frontage Road (CR 9.5), asphalt patching to restore the transition between the existing asphalt and concrete roadway, 415 square yards

FINANCIAL CONSIDERATIONS

The Board approved the 2025 Budget and Capital Improvement Program (CIP), which included $1,477,060 for Street Maintenance.

HISTORY AND PREVIOUS BOARD ACTION

The Board approved the 2025 Budget and Capital Improvement Program (CIP), which included projects for Street Maintenance Projects.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 25-53 2025 Street Maintenance Mill and Overlay A1 Chipseal - R050525
2. Contract S2025-9253

RESOLUTION NO. 25-53

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND A1 CHIPSEAL PERTAINING TO STREET MILL AND OVERLAY

WHEREAS, the Town of Firestone ("Town") is in need of professional construction services for the 2025 Street Maintenance Operations Mill and Overlay Project (the "Project"); and

WHEREAS, the Town issued an request for bid ("RFB") bids for such services for the Project; and

WHEREAS, the Town has evaluated the bids submitted in response to the RFB, and finds that A1 Chipseal ("A1") is the responsible, responsive bidder whose bid is most advantageous to the Town; and

WHEREAS, the Town finds that A1 has the expertise, qualifications, and experience to perform the work and duties required for the Project, and desires to select A1 as the successful bidder for the RFB and to enter into a construction contract with A1 to provide the construction services and perform the work as described in Construction Contract, attached hereto as Exhibit A.

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

Section 1. The Construction Contract between the Town of Firestone and A1 Chipseal 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 Construction Contract on behalf of the Town.

Section 2. The Town Manager or such person's designee is authorized to approve, sign, execute and deliver any and all change orders on behalf of the Town as may be necessary to complete the Project or for the Town to perform under the Contract up to and until such time as the total dollar amount of all such change orders equals or exceeds $20,000, at which time any such change order shall be subject to approval by the Board.

PASSED AND ADOPTED this ____ day of _____, 2025.

_____
Don Conyac Jr., Mayor

ATTEST:

_____
Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

_____
Marshall Keith Martin, Town Attorney

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract" or "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" or the "Owner"), and _____, an independent contractor with a principal place of business at _____, Colorado _____ ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, the Town has found the Contractor to have the expertise and experience to perform the required services.

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

I. SCOPE OF WORK

A. The Contractor shall complete all Work and perform all Services described or reasonably implied from the Scope of Work set forth in Exhibit A and the Contract Documents, attached hereto and incorporated herein by this reference and known as **2025 Street Maintenance Program – Mill and Overlay (S2025-9253).**

B. A change in the Scope of Work shall not be effective unless authorized as a modification to this Agreement or change order in accordance with the Contract Documents. If the Contractor proceeds without such written authorization, the Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

C. Within ten days of the Effective Contract Date, the Contractor shall provide the performance bond, labor & material payment bond, and certificate of insurance required by the Contract Documents.

II. RESERVE

III. CONTRACT TIMES; COMMENCEMENT AND COMPLETION OF WORK

A. The Work shall be substantially completed within 60 days of the Effective Date of this Agreement. It shall continue until the Contractor completes the Scope of Services to the Town's satisfaction, 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 satisfactorily completed prior to the date

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of termination. If, however, the Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

C. Should a delay in completion constitute a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty, and the parties recognize the delays, expenses, and difficulties involved in proving the actual loss suffered by the Town if the Work is not completed on time. Accordingly, instead of requiring such proof the Parties agree that as liquidated damages for each day that all or a portion of the Work is delayed beyond the deadlines set forth in Section III hereof, plus any extensions thereof allowed, the Contractor shall be assessed the amount of one thousand dollars ($1000.00) each day until the Work is complete.

IV. COMPENSATION

In consideration for the completion of the Work by Contractor, the Town shall pay Contractor, subject to all of the terms and conditions of the Contract Documents, an amount not to exceed **$84,854.25** (the "Contract Price"). The Contract Price shall include all fees, costs, and expenses incurred by the Contractor, and no additional amounts shall be paid by the Town for such fees, costs, and expenses.

V. PAYMENT PROCEDURES

A. The Contractor may submit Applications for Payment for completed Work per the UNIT-PRICE BID FORM or the LUMP-SUM BID FORM. The Contractor may submit periodic invoices, which the Town shall pay within 30 days of receipt.

B. The Town may retain up to five percent (5%) of the calculated value of completed work from each application of payment up until the Construction Contract is completed satisfactorily and finally accepted by the Town.

C. Upon issuing a final acceptance of the Work for the Project, the Town shall pay to Contractor the remainder of the funds or monies previously withheld as retainage.

VI. 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 licenses in good standing, required by law.

B. The Work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of Work in the applicable community.

C. The Work performed by the Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the Keep Jobs in Colorado Act, C.R.S. 8-17-101, et seq. (the "Act") and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules").

D. The Town's review, approval or acceptance of, or payment for any completed Work shall not be construed to operate as a waiver of any rights under this Construction Contract or of any cause of action arising out of the performance of this Construction Contract.

E. The Contractor hereby warrants to the Town that all materials and equipment used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. The Contractor further warrants that all equipment and materials shall be of good quality, conform to the requirements of the Contract Documents and will be free from defects. All Work, materials, or equipment not conforming to the Contract Documents shall be considered defective.

F. The Contractor shall warrant and guarantee all materials and equipment furnished under the Construction Contract and all Work performed for one year after the date of Substantial Completion. Under this warranty, Contractor agrees to repair or replace, at its own expense, any Work that is found to be defective. The expiration of the warranty period 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.

VII. OWNERSHIP

Any materials, items, and Work specified in the Scope of Work, and any and all related documentation and materials provided or developed by the Contractor shall be exclusively owned by the Town. The Contractor expressly acknowledges and agrees that all Work performed under the Scope of Work constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," the 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.

VIII. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor. Notwithstanding any other provision of this Construction Contract, all personnel assigned by Contractor to perform Work under the terms of this Construction Contract 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.

IX. 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 Construction Contract. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

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

X. INDEMNIFICATION

The Contractor agrees to defend, 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 Construction Contract 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 faults of the Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

XI. WORKER WITHOUT AUTHORIZATION

A. Certification. By entering into this Construction Contract, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who will perform Work under this Construction Contract and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and Social Security Administration or the Department Program

administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform Work under this Construction Contract.

B. Prohibited Acts. The Contractor shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform Work under this Construction Contract, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform Work under this Construction Contract.

C. Verification.

1. If the Contractor has employees, the Contractor has confirmed the employment eligibility of all employees who are newly hired to perform Work under this Construction Contract through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Construction Contract is being performed.

3. If the Contractor obtains actual knowledge that a subcontractor performing Work under this Construction Contract knowingly employs or contracts with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing Work under this Construction Contract, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing Work under this Construction Contract; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 3 hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing Work under this Construction Contract; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing Work under this Construction Contract.

D. Duty to Comply with Investigations. The contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that the Contractor is complying with the terms of this Section

XII. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between the Town and Contractor concerning the Scope of Services, consist of the following:

A. Exhibit to this Construction Contract:
    1. Exhibit A: Unit Bid Form

B. Performance Bond and Labor & Material Payment Bond.

C. Notice of Award.

D. Notice to Proceed.

E. Substantial Completion.

F. "Specifications" bearing the title: Design Standards & Construction Specifications for Public Improvements, 2022 Edition

G. "Drawings" consisting of: NA

H. Addendum numbers:
    1. Addendum #1: _____.

I. The following which may be delivered or issued after the Effective Date of the Construction Contract and are attached hereto: All written amendments and other documents amending, modifying, or supplementing of the Contract Documents.

There are no Contract Documents other than those listed above in this Section XII.

XIII. CHANGE ORDERS

A. 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 applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Town and Contractor shall negotiate in good faith an

C. d as expeditiously as possible the appropriate adjustment such changes.

XIV. MISCELLANEOUS

A. Governing Law and Venue. This Construction Contract 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 Construction Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Construction Contract.

C. Integration. This Construction Contract and any attached exhibits 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 Construction Contract.

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

F. Severability. If any provision of this Construction Contract 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 Construction Contract may only be modified upon written Agreement of the Parties.

H. Assignment. Neither this Construction Contract 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, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Construction Contract are in addition to any other rights and remedies provided by law. The expiration of this Construction Contract 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. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Article X, § 20 of the Colorado Constitution. Any financial obligation of the Town is subject to annual appropriation by its Board of Trustees. Any failure of a Board of Trustees to annually appropriate adequate monies to finance the Town's obligations under this Agreement shall terminate the Agreement upon expenditure of the appropriated funds. IN WITNESS WHEREOF, the Parties have executed this Construction Contract as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

_____
Don Conyac, Mayor

ATTEST:

_____
Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

_____
Marshall Keith Martin, Town Attorney

A1 Chipseal

By: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2025 by _____ as _____ of _____.

My commission expires:

(S E A L)

_____
Notary Public

UNIT-PRICE BID FORM

2025 Street Maintenance Program – Mill & Overlay

(S2025-9253)

Item Description	Quantity	Unit of Measurement UOM	Verified Quantity	Unit Price	Extended Cost
Mobilization	1.0	Ea. / Lump Sum	1/LS	5,000.00	5,000.00
Traffic Control	1.0	Ea. / Lump Sum	1/LS	9,500.00	9,500.00
Restoration / Stormwater BMP Compliance	1.0	Ea. / Lump Sum	1/LS	500.00	500.00

Oak Meadows BLVD (with Median) 400 LF / .08 Miles **Between Colorado Blvd and Deerfield Dr.**

Item Description	Quantity	Unit of Measurement UOM	Verified Quantity	Unit Price	Extended Cost
Asphalt Patching / 8" Full Depth	2,000.0	SF	2000/SF	15.00	30,000.00
Milling / 2" Depth Profile Mill	1,695.0	SqYds	1695/SY	4.25	7,203.75
Asphalt / 2" Paving (S or SX)	1,695.0	SqYds	1695/SY	16.50	27,967.50
4" White - Epoxy Line Striping - Solid	780.0	LF	780/LF	2.22	1,731.60
4" Yellow - Epoxy Line Striping - Solid	410.0	LF	410/LF	2.22	910.20
8" White - Epoxy Line Striping - Solid	80.0	LF	80/LF	4.44	355.20
Left Turn Arrow - Preformed Thermoplastic Pavement Markings	2.0	Each	2/EA	500.00	1,000.00
ONLY - Preformed Thermoplastic Pavement Markings	1.0	Each	1/EA	556.00	556.00
Stop Bar (2' X LF - Length) - Preformed Thermoplastic Pavement Markings	26.0	LF	26/LF	5.00	130.00

Total - $84,854.25

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Changes to the scope of work shall be submitted to the Town in writing prior to the work being performed. A change in the Scope of Work shall not be effective unless authorized per the contract documents. If the Contractor proceeds without written approval from the Town, the Contractor shall be deemed to have waived any claim for additional compensation. Traffic control plans shall be submitted to the Town for review and acceptance. The Contractor is responsible for maintain traffic control throughout the duration of the project.

Please note any exceptions you take to this bid, e.g., minimum quantity:

None

BIDDER'S INFORMATION:

Company Name: A-1 Chipseal Co.

Mailing Address: 2505 E. 74th Ave. Denver, CO 80229

Telephone Number: 303-464-9267 Email: Ryan@asphaltrepair.com

The bidder hereby acknowledges receipt of Addendum Nos. 1, to these specifications. (Insert number of each addendum received.)

Name and Title of Authorized Company Representative:

Josh Krueger — Vice President

Name (Please print) — Title

Signature

Dated this 25 day of April, 2025.

FIRESTONE COLORADO

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 7.c **Discussion/Action** **Meeting Date:** May 28, 2025 **Initiated By:** Dave Lindsay **Department:** Water & Community Resources

AGENDA ITEM

Resolution 25-59: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MCGRANE WATER ENGINEERING LLC PERTAINING TO THE TOWN OF FIRESTONE ALLUVIAL WELL NO. 2 PROJECT

RECOMMENDATION

Staff recommends the Board of Trustees approves the attached resolution approving a design services agreement with McGrane Water Engineering, LLC and authorizing the Mayor to execute the agreement on behalf of the Town.

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

Approval of the proposed Resolution will approve an agreement between the Town of Firestone and McGrane Water Engineering, LLC (MWE) for the Firestone Alluvial Well No. 2.

Firestone Alluvial Well No. 2 is a planned system to be located between the St. Vrain Wastewater Treatment Plant and the St. Vrain River. The well will provide raw water to the St. Vrain Water Treatment Plant to satisfy water demands due to new growth in Firestone. The design services contract includes oversight of drilling operations to quantify the existing alluvium, measure and evaluate the alluvial flow characteristics, and evaluate various well configurations to recommend a preferred configuration.

If approved, MWE will perform the work. MWE has been an integral part of Firestone's water supply team since 2016 and was the design and construction engineering firm for the FAST Alluvial Well Field and the Mountain Shadows Park Irrigation Well. They have extensive experience evaluating and designing alluvial well systems, and their past work with Firestone makes them uniquely qualified for this project.

FINANCIAL CONSIDERATIONS

The contract is not to exceed amount of $175,000.00, and will be paid from the Water Fund.

HISTORY AND PREVIOUS BOARD ACTION

On August 11, 2021, the Board of Trustees approved Resolution 21-92, approving an engineering services contract with McGrane Water Engineering for a Phase 1 Exploration of the proposed site.

BOARD STRATEGIC PLAN IMPACT

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

- Maintain Town Infrastructure & Facilities
- Organizational Objectives

ATTACHMENTS

1. Reso 25-59 McGrane Water Engineering (Alluvial Well No 2 Exploration) - R051625
2. Test Hole and Monitoring Well Exhibit
3. W2021-9541.04 Alluvial Well No 2 Exploration and Well Evaluation (2025.05.20)_DM_signed

RESOLUTION NO. 25-59

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MCGRANE WATER ENGINEERING LLC PERTAINING TO THE TOWN OF FIRESTONE ALLUVIAL WELL NO. 2 PROJECT

WHEREAS, the Town of Firestone ("Town") is in need of professional engineering design services, and more specifically, alluvial well exploration, evaluation, and design services, related to the Town of Firestone Alluvial Well No. 2 Project ("Project"), which will be located between the St. Vrain Wastewater Treatment Plant and the St. Vrain River; and

WHEREAS, Town Staff recommends that McGrane Water Engineering, LLC ("MWE") be selected to provide the Project services as a sole provider because given their extensive expertise, qualifications, experience and knowledge of evaluating and designing alluvial well systems together with their past experience with the Town's FAST Alluvial Well Field and Mountain Shadows Park Irrigation Well and general knowledge of the Town's water operations, it is in the best interest of the Town to have MWE perform the needed well exploration, evaluation, and design services for the Project; and

WHEREAS, Town Staff has negotiated with MWE 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 MWE promotes 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 McGrane Water Engineering, 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 28th day of May, 2025.

_____
Don Conyac Jr., Mayor

ATTEST:

_____
Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

_____

Marshall Keith Martin, Town Attorney

EXHIBIT A
[MWE Professional Services Agreement]

Figure 1 – Test Hole and Monitoring Locations

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 **McGrane Water Engineering, LLC**, an independent Contractor with a principal place of business at 1669 Apple Valley Road, Lyons, Colorado 80540 ("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 **Alluvial Well No 2 Exploration and Well Evaluation (W2021-9541.04)**

B. A change in the Scope of Services shall not be effective unless authorized as a modification to this Agreement. If the Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay the Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed $175,000.00. This amount shall include all fees, costs and

expenses incurred by Contractor , and no additional amounts shall be paid by the Town for such fees, costs, and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the preference for Colorado Labor set forth in C.R.S. Article 17 Title 8.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ Sub-Contractor s to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

A. Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

B. If the Town reuses or makes any modification to Contractor 's designs, documents or work product without the prior written authorization of Contractor , the Town agrees, to the fullest extent permitted by law, to release the Contractor , its officers, directors, employees and sub-Contractor s from all claims and causes of action arising from such uses, and shall to the extent permitted by law indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Town's modification or reuse of the documents.

C. The Town expressly acknowledges and agrees that the documents and data to be provided by Contractor under the Agreement may contain certain design details, features and concepts from the Contractor 's own practice detail library, which collectively may form portions of the design for the Project, but which separately, are, and shall remain, the sole and exclusive property of Contractor . Nothing herein shall be construed as a limitation on the Contractor 's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

VI. INDEPENDENTCONTRACTOR

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

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

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, the Contractor shall procure and maintain, and shall cause any Sub-Contractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.
    1. Worker's Compensation insurance as required by law.
    2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, and employees, Contractor as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
    3. Professional liability insurance with minimum limits of $1,000,000 each claim and $2,000,000 general aggregate.

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

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

VIII. INDEMNIFICATION

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

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

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

IX. CHANGE ORDERS

A. Change Order is a written instrument issued after execution of the Agreement signed by Town and Contractor, stating their Agreement, as applicable, upon all of the following:
   1. The scope of the change in the Work;
   2. The amount of the adjustment to the Contract Price and
   3. The extent of the adjustment to the Contract Times(s).

B. All changes in the Work authorized by the applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Town and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustment of such changes.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

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

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

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

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

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

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

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

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

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

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

TOWN OF FIRESTONE, COLORADO

_____

Don Conyac, Jr, Mayor

ATTEST:

_____

Miriam Granados Luna, Town Clerk

APPROVED AS TO FORM:

_____

Marshall Keith Martin, Town Attorney

CONTRACTOR:
McGrane Water Engineering, LLC

By: Dennis McGrane, P.E., C.P.G. _____

Digitally signed by Dennis McGrane, P.E., C.P.G.
DN: cn=Dennis McGrane, P.E., C.P.G., o, ou=McGrane Water Engineering, LLC, email=dennis@mcgranewater.com, c=US
Date: 2025.05.20 11:04:33 -06'00'

EXHIBIT A
SCOPE OF SERVICES

(see attached 10 pages)

McGrane Water Engineering, LLC

1669 Apple Valley Rd. , Lyons, CO 80540 • Office: (303)823-5933, Cell: (303) 917-1247
E-Mail: dennis@mcgranewater.com. Website: www.mcgranewaterengineering.com

May 19, 2025

Mr. David Lindsay, President
Colorado Civil Group
5110 Granite St. Suite 200
Loveland, CO 80538

Via email at: dlindsay@ccginc.com

RE: Town of Firestone - Water Supply Evaluation – Sanitation District Site

Mr. Lindsay:

McGrane Water Engineering, LLC (MWE) and Miller Groundwater Engineering, LLC, are pleased to provide the Town of Firestone (Firestone) with this proposal to conduct exploration test drilling at the Sanitation District site. Colorado Civil Group (CCG) is the client representative.

The main objective is to evaluate the feasibility of developing one or more horizontal wells (or large diameter vertical wells) with one or more future pump stations. The water would be piped to the FAST Water Treatment Plant located east of Colorado Blvd and north of CR 28. This proposal supersedes all earlier proposals.

Water quality is a concern at the site. The Town's water quality consultant is LRE Water. We request that the Town retain LRE Water to sample monitoring wells installed during Task 1 to determine whether to proceed with Task 2 – Testing. If the water quality is deemed unacceptable, we believe it will save the Town approximately $70,000 in engineering and contractor costs. LRE may also want to conduct additional testing in Task 2 described below.

I. Objectives

The objective of the exploration program is to evaluate the physical capacity and water quality of the alluvial aquifer to contribute to the Town's water supply. The site would expand production from the recently completed FAST wellfield which consists of three vertical wells (V-wells) and one 200-ft long horizontal well (H-well).

Well yield is a function of the aquifer's saturated thickness, permeability and available drawdown (setting depth of well verses water level). Test drilling is necessary to evaluate the expected spatial variability in those parameters, particularly in aquifer thickness. Projections of the site's sustainable well yield are made stronger by characterizing the entire site and by aquifer testing. The challenge of planning and conducting a site characterization program is to optimize spatial knowledge and understanding of the aquifer while minimizing exploration and testing costs. This is why engineering costs are usually greater than drilling costs for this type of evaluation project.

We envision the feasibility study to occur in three primary tasks:

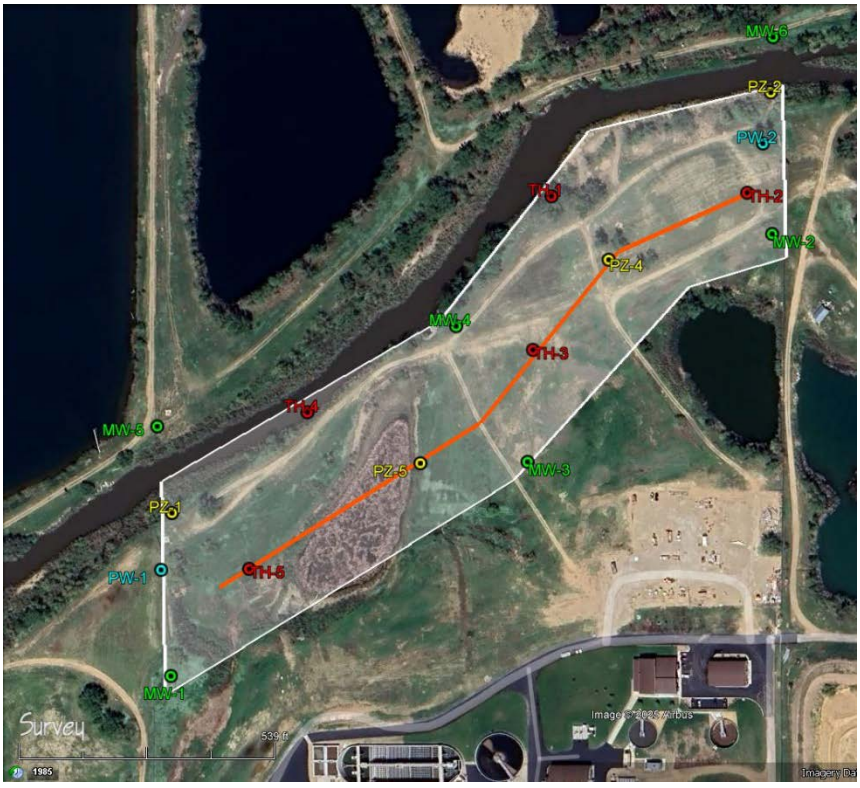
- Task 1 – Hydrologic assessment, site drilling and preliminary water quality screening;
- Task 2 – Evaluate aquifer properties and water quality coordination with LRE Water
- Task 3 - Evaluate wellfield configuration and yield options

Task 1 – Hydrologic Assessment, Site Drilling and Preliminary Water Quality Screening

We will first conduct a preliminary hydrologic assessment to evaluate the aquifer water table, including gradient, width, depth and saturated thickness, using data from existing sources. This includes gravel exploration studies in the vicinity of Saint Vrain Creek (SVC) and prior drilling and testing results at the FAST site and Varra pit located west side of the property. Some of this data review and preliminary mapping work has been completed to develop this drilling plan.

The current drilling plan is within a nearly 500-foot wide easement measured from the center of SVC into the Sanitation District site. The 350-foot wide permanent easement is shown in **Figure 1**.

Figure 1 – Test Hole and Monitoring Locations



The preliminary Horizontal well (H-well) alignment is located near the center of the alignment. A vault would be placed somewhere along the alignment to allow gravity flow into the vault. The vault would contain pumps capable of producing estimated flow rates based on Task 2 - Testing.

The current drill plan shown on **Figure 1** includes:

- Continuous sampling using a 3-in CME sampler. Approximately 32 samples will be sent to a geotechnical lab for standard sieve analyses and used to evaluate relative permeability;
- Two (2) 6-in diameter test Pumping Wells (PW) highlighted in blue;
- Five (5) temporary Test Holes (TH) to bedrock that will be abandoned after drilling (highlighted in red);
- Four temporary (3) Piezometers (PZ) that will have PVC pipe installed to measure water levels during testing (highlighted in yellow). These will be abandoned after the evaluation in the fall; and
- Six (6) test holes completed as permanent Monitoring Wells (MW) that will be used for testing and future monitoring (highlighted in green).

If we are not allowed access to monitoring well locations located on the north side of the river, we request that the Town ask permission from the land owner to install a temporary, shallow "sand points" instead of a monitoring well. A sand point has a short section of well screen that is pounded or hand-dug and buried only a few feet below the water table. This would still allow us to monitor whether drawdown from the Pumping Wells (PW) located on the Sanitation District's property propagates across SVC. This is extremely important to evaluate stream leakance factors when calibrating the groundwater model in Task 2.

Under Task 1, we will:

- Obtain test hole permits from the Colorado Division of Water Resources;
- Prepare two contractor bid packages. The first will be for Task 1 - drilling, the second will be for Task 2 – aquifer testing.
- Send the bid documents to three select contractors. (Some contractors do not specialize in both drilling (Task 1) and testing (Task 2.
- Orchestrate the work so that the testing occurs as soon as possible after drilling.
- Observe drilling, collect samples, prepare geologic logs, and send approximately 32 samples to a geotechnical lab to conduct gradation analyses to estimate relative permeability.
- Compile additional existing well data from vicinity wells using well data available from the Colorado Division of water resources;
- Install sand points on the north side of SVC if permission is not obtained to install a monitoring well; and
- Refine maps of hydrologic properties including: i) alluvial aquifer extent, ii) depth to bedrock; iii) the bedrock structural elevation; and iv) aquifer saturated thickness.

Task 1 – Water Quality Screening

Water quality is a concern for any municipal water supply. The primary water quality sampling and evaluation work will be done by LRE Water who helped design the FAST Water Treatment Plant (WTP). Under Task 1, we will conduct a preliminary screening of the water dissolved solids concentrations using a purchased Electric Conductivity (EC) analyzer. Preliminary measurements will be made during well development of the monitoring wells until measurements stabilize. We will share our EC data with LRE who under a separate contract with the Town will likely conduct a more complex water quality monitoring and sampling plan during Task 1 and 2. We anticipate the LRE sampling and testing will take approximately 30 days to obtain laboratory results back. If the water quality is treatable using the existing FAST treatment plant, we will proceed with Task 2.

Task 2 –Evaluate Aquifer Properties and Monitor Water Quality

Under Task 2, we will observe two 48-hr pumping tests on the Pumping Wells (PWs) conducted by a qualified pump contractor. The contractor will provide a test pump capable of producing approximately 150 gpm using a portable generator. The contractor will refuel the generator to sustain the tests. The initial test at each site will be a short (4 to 6 hr) step test to evaluate well efficiency and determine an appropriate long-term test rate, followed by a 48-hr constant-rate pumping test. We will discharge the test water to the SVC which will require that the contractor obtain a CDPHE discharge permit which requires some basic water quality parameter monitoring and testing.

MWE will also collect water level data from the pumping well and several piezometers and monitoring wells during the tests. We have budgeted for 5 dataloggers for most MWs, plus one telemetry unit to monitor test levels remotely in real time. The level data will be used to calibrate the groundwater model used in Task 3.

Task 2 – Water Quality Analysis

Under Task 2, we will purchase and monitor Electric Conductivity (EC) at the pumping wells during the 48-hr pumping tests. By taking EC measurements at the riverside piezometer while pumping the west PW, we may detect shifts from groundwater to river water which may be informative to evaluate longer-term water quality trends. We will also coordinate with LRE Water for their sampling needs, but LRE will be responsible for choosing water quality analysis and evaluating the results for the Town. They may sample multiple test wells and monitoring wells as part of their work. LRE Water will be under a separate contract with the Town to conduct their work. We will not wait for LRE Water to evaluate the water quality as a prerequisite for completing Task 3 below.

Task 3 - Evaluate wellfield configuration and yield options

Under Task 3, we will build and calibrate a MODFLOW model based on earlier work and the test data. We may create variable permeability zones based on sieve sampling results. We will prepare plots of observed vs. modeled drawdowns for well tests and compare the resulting hydraulic conductivity and transmissivity distribution to the South Platte Decision Support System (SPDSS) model.

We will evaluate various well types (V-wells, H-wells, and large diameter vertical collection wells), wellfield configurations, and related construction phasing considerations. We will first model "steady state" conditions to simulate a constant water table condition. We may also model transient conditions if relevant, such as increases in river stage from spring runoff that may lead to higher aquifer levels during summer peaking months. When choosing the scale of potential well configurations, we can consider various baseflow and peak production scenarios provided by the Town, similar to what did for the FAST site. We can also provide river leakage estimates to LRE to assist them with estimating groundwater/surface-water mixing scenarios for water quality treatment consideration. Based on the location and configuration of the proposed wellfield options, we will provide draft water-rights modeling runs that include the timing and location of stream depletions.

We anticipate evaluating both the West and East segment configurations and a multiple large-diameter vertical well option. Only the most favorable well options with the most favorable cost-benefits will be presented in a project letter report. The report will include Task 1 and 2 drilling and testing results as attached memoranda. The report can be used for water supply and water rights planning and future construction.

Requests to Town

We request that the Town:

- Provide site access (mow drill sites and potential minor surface grading);
- Gain permission to access the north side of the river;
- Provide baseline and peak demand scenarios for wellfield targets;
- Coordinate water quality work with LRE Water;
- Review our preliminary modeling and select preferred options to document in our final report; and
- Conduct a site survey to obtain elevations of each test hole and SVC across the site.

II. Scope of Work

Task 1 - Drilling and Hydrologic Assessment

Under Task 1, we will conduct five subtasks discussed below.

Task 1.1 – Preliminary Hydrologic Assessment and Plan Development

Subtasks include:

- Conduct several site meetings to go over access and drilling plan options (complete);
- Compile hydrologic data from known reports;
- Prepare preliminary maps of depth to bedrock, bedrock structure (aka bedrock elevation); saturated thickness, and water table contours (partially complete);
- Contact drillers to prepare a preliminary opinion of probable cost;
- Prepare this written drilling and testing plan; and

- Compile hydrologic data from the Colorado Division of water resources (CDWR);

Deliverables: 1) Drilling plan, proposal, and opinion of probable cost for contractor work; 2) preliminary hydrologic maps.

Task 1.2 – Prepare Contractor Bid Packages for Task 1 -Drilling and Task 2 - Testing

Subtasks include:

- Obtain test hole drilling permit from the Colorado Division of Water Resources;
- Prepare two bid packages for contractors, one for drilling and the other for testing;
- Receive and evaluate bids, and recommend one or more contractors; and
- Facilitate contracting between the Town and contractors.

Deliverables: 1) Drilling plan, bid package, bid comparison and recommendation; 2) map of existing wells within 600 feet. *Assumptions:* 1) The drilling and testing Contractors will contract directly with the Town.

Task 1.3 – Drilling Observation

Subtasks include:

- Observe drilling, development and testing;
- Sample collection and geologic logging;
- Electrical conductivity monitoring after well development;
- Measure wells after development recovery.

Deliverables: 1) Geologic logs and initial water level data. *Assumptions:* 1) The Town will provide access to the drill sites; 2) Drilling Contractor will obtain locates for drilling.

Task 1.4 – Sieve Analysis and Preliminary Water Quality Screening

Subtasks include:

- Collect and deliver approximately 32 sieve samples to a geotechnical lab for sieve analyses;
- Compile sieve data results and estimate hydraulic conductivity using Hazen method;
- Prepare EC map of site wells; and
- Coordinate with LRE concerning monitoring well and temporary piezometer sampling and testing.

Deliverables: 1) Sieve plots from geotechnical engineering lab; 2) Table of permeabilities based on Hazen method. *Assumptions:* 1) Cost for 32 standard sieve analysis is $3,600; conducted by CMT Technical services (formerly Cesear Geotechnical); 2) purchase a EC tool for $2,000 that can be used on other sites; and 3) It will take approximately 4 weeks for LRE to receive samples back before proceeding with Task 2.

Task 1.5 – Task 1 Memorandum

This is a preliminary memorandum based on hydrologic data and drilling and water quality data obtained during Task 1. It will not have aquifer properties which will be determined based on interpreting the test data using a groundwater model in Task 3.

Deliverables: 1) A less than 10-page memorandum summarizing the drilling program that includes appendices, drill logs, sieve results, and well completion reports submitted to the state. *Assumptions:* 1) The project report (Task 3) will include this memo as an appendix.

Task 2 – Aquifer Testing and Water Quality Coordination with LRE Water

We will proceed with Task 2 if the preliminary water quality assessment by LRE Water is determined acceptable. Under Task 2**,** we will conduct three subtasks:

Task 2.1 – Purchase and install data loggers and telemetry

Subtasks include:

- Purchase and **i**nstall four data loggers and telemetry unit in selected pumping wells, monitoring wells, or temporary piezometers;

Deliverables: 1) the Town will own the 4 loggers and the telemetry unit. *Assumptions:* 1) We budgeted $4,025 for the 5 data loggers purchase and telemetry unit, not counting monthly data charges.; 2) We recommend that the Town continue the data acquisition and compilation on an annual basis through Miller Groundwater Engineering, similar to how we currently do it at the FAST site.

Task 2.2 – Conduct Well Tests

Subtasks include:

- Test Observation: including being onsite during the step test and startup of the constant rate test, and remotely monitor the remainder of the 48-hr test.
- Download the data in the middle, end, and 24 to 48 hours after the 48-hr test is completed
- Monitor EC during testing; and
- Coordinate with LRE Water for water quality sampling during testing.

Deliverables: 1) Well level data that will be used to calibrate the model in Task 3; *Assumptions:* 1) We assume that the pump will stay on the entire test; however, we will accept the test as long as there are no more than 3 shutdowns lasting a total of 6 hours. Otherwise, the Contractor will be required to restart the test.

Task 2.3– Water Quality Coordination with LRE

Subtasks include:

- Coordinate with LRE on their water quality sampling needs.

Deliverables: 1) None. *Assumptions:* 1) We will coordinate test schedule with LRE and they will be responsible for all sampling, analysis and interpretations.

Task 3– Evaluate Wellfield Configuration and Yield Options

Under Task 3**,** we will conduct four subtasks:

Task 3.1 – Build and Calibrate a MODFLOW Model

Subtasks include:

1. Build a MODFLOW model;
2. Determine model boundary conditions; and
3. Calibrate the model based on the Task 1 hydrologic assessment and pumping test data.

Deliverables: MODFLOW model of the Sanitation District site. *Assumptions:* 1) We will first model steady state conditions to simulate a constant water table condition. We may then model transient conditions if relevant.

Task 3.2 — Aquifer Characterization and Testing Memorandum

Subtasks include:

- Prepare figures showing model calibration (pumping test plots including modeled vs. observed, water table map, and resulting model hydraulic conductivity (K) and transmissivity (K times the thickness) maps compared to SPDSS model results.
- Finalize the Task 1 – Hydrologic Assessment memo based on the model results.

Deliverables: 1) Finalize Task 1 – Hydrologic Assessment memo; 2) Prepare Task 2 – Aquifer Characterization and Testing Memo.

Task 3.3 – Evaluate Wellfield Design Options

Subtasks include:

- Model alignments the same as or similar to shown in our Figure 1 drill plan above. This includes base and peak flows on a seasonal basis;
- Based on feedback from CCG, we will further evaluate the cost-benefits of any preferred options identified.
- Based on feedback from CCG, we will further evaluate depletion timing and locations of the preferred options; and

- Meet with the Town to discuss scenario options, results and recommendations

Deliverables: 1) Emailed results between team members that describe the model scenario and modeling results; 2) Comparison tables of various well types, alignments and base and peak production and cost per project. *Assumptions:* 1) Baseline and peak demands will be provided by the Town; 2) Horizontal well construction costs will be based on FAST construction costs inflated to 2025 dollars.

Task 3.4 –Prepare Project Summary Report with Recommendations
Subtasks include:

- Prepare project summary letter report which will include the preferred scenario description, model result, comparison tables and recommendations. It will include the Task 1 drilling and Task 2 hydrologic assessment memos as appendices.

- Meet with the Town to discuss results and recommendations.

Deliverables: Draft and final summary report of all phases. *Assumptions:* 1) modeling results should be considered preliminary based on available data; 2) seasonal production and water quality may vary; and 3) the Town will review an initial draft and provide comments within two weeks.

III. COST

We estimate the engineering cost to complete **Task 1 is $58,000** and $29,000 for a drilling contractor (totaling $87,000). We estimate the engineering cost to complete **Task 2 is $25,000** plus $44,000 for a pump test contractor (totaling $69,000). We estimate the cost for **Task 3 engineering is $69,000**. If we add a 15 percent contingency, the **total project cost is $175,000 for engineering** and $84,000 for contractors totaling $259,000. The table below summarizes our opinion of probable cost for the project for Town planning purposes.

Sanitation District Site Water Supply Evalution - Probable Cost $						
Tasks	**Sub-Tasks**	**Description**	**Time to Complete (Weeks)**	**Engineering (lab, equip rental) Cost $**	**Drilling and Testing Contractor $**	**Total $**
Task 1 - Hydrologic Assessment and Site Drilling	1.1	Plan Development and Preliminary Hydrologic Assessment	2	$12,000	-	$12,000
	1.2	Prepare Contractor Bid Packages for Task 1 and 2	1-2	$9,000	-	$9,000
	1.3	Drilling Observation and Water Quality monitoring with LRE	2-3	$16,000	$29,000	$45,000
	1.4	Lab Sieve Analyses and prepare EC map	1-2	$13,000	-	$13,000
	1.5	Prepare Preliminary Task 1 Memorandum	2-3	$8,000	-	$8,000
Task 1 Cost ($) =			8-12	**$58,000**	**$29,000**	**$87,000**
Task 2 - AquiferTesting and WaterQuality Collaboration	2.1	Purchase and intall data loggers and telemetry	na	**$8,000**	-	**$8,000**
	2.2	Conduct Well Tests	2-3	**$15,000**	**$44,000**	**$59,000**
	2.3	Water quality (WQ) monitoring and Coordination with LRE	na	**$2,000**	-	**$2,000**
Task 2 Cost ($) =			2-3	**$25,000**	**$44,000**	**$69,000**
Task 3 - Evaluate Wellfield Configuration and Yield Options	3.1	Build and Calibrate a MODFLOW Model	2-3	$13,000	-	$13,000
	3.2	Prepare Task 2 Aquifer Characterization and Testing Memoranda	2-3	$14,000	-	$14,000
	3.3	Evaluate Wellfield Design Options and Yield	2-3	$21,000	-	$21,000
	3.4	Prepare Task 3 Letter Report	2-3	$21,000	-	$21,000
Task 3 Cost ($) =			8-12	**$69,000**	**$0**	**$69,000**
Subtotals			18-27	**$152,000**	**$73,000**	**$215,000**
Contingencies		15%		$23,000	$11,000	$34,000
Grand Total $				**$175,000**	**$84,000**	**$259,000**

Payments for our services, like other professional services, are based on the actual time spent at hourly rates of $200/hr for Dennis McGrane and $184/hr for Calvin Miller. Billing occurs on a monthly basis. Payment is expected within 30 days after billing. The Town will contract directly with LRE water for their water quality work.

IV. TIME REQUIRED

We envision completing the project in 18 to 27 weeks (5 to 6 months) with an additional 2 months waiting on water quality results between Tasks 1 and 2. If we begin work in May, we should finish by November. Delays caused by circumstances beyond the control of the engineer could extend the time of completion.

V. CONTRACTING

We envision the Town will contract with McGrane Water Engineering (MWE) using their Town's standard contract. MWE will subcontract work to Miller Engineering and pass on the Town's contractual terms and conditions. Because we are a small business, we request that the Town contract directly with the Drilling Contractor. We will pass through laboratory and equipment rental costs with no additional charge.

We look forward to working the Town of Firestone and CCG on this project.

Sincerely,

MCGRANE WATER ENGINEERING, LLC.

Dennis McGrane, P.E., C.P.G.
Principal Engineer and Hydrogeologist

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 7.d **Discussion/Action** **Meeting Date:** May 28, 2025 **Initiated By:** Dave Lindsay **Department:** Water & Community Resources

AGENDA ITEM

Resolution 25-60: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MCGRANE WATER ENGINEERING LLC PERTAINING TO THE DEVELOPMENT OF A GIS TOOL

RECOMMENDATION

Staff recommends the Board of Trustees approves the attached resolution approving an engineering services agreement with McGrane Water Engineering, LLC and authorizing the Mayor to execute the agreement on behalf of the Town.

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

Approval of the proposed Resolution will approve an agreement between the Town of Firestone and McGrane Water Engineering, LLC (MWE) to develop a new GIS tool.

The St Vrain Water Treatment Plant will be the primary drinking water supply for new growth in Firestone's water service area. The treatment systems are primarily designed to treat alluvial well water. The FAST Alluvial Well Field and Alluvial Well No. 2 will not be adequate to meet the raw water demands of the new growth by itself, so Firestone is pursuing several options for additional alluvial well fields.

To that end, Firestone recently filed a water court application to permit conditional groundwater rights at several potential well fields. To support that application, Firestone needs to prepare a GIS tool that evaluates physical conditions in the St. Vrain River valley between I-25 and SH 66, leveraging existing land use, topographic, subsurface, and well data available in GIS data sets.

The information is graded based on characteristics conducive to well production, and the results can be presented in graphic form to help identify or confirm ideal well locations.

MWE developed a similar GIS tool for Firestone on the South Platte River to identify ideal locations for Managed Aquifer Recharge (MAR) sites. This technique for assessing and identifying well locations is an emerging one that the MWE team is at the cutting edge of. MWE has been an integral part of Firestone's water supply team since 2016. They have extensive experience evaluating and designing alluvial well systems, and their past work developing a similar GIS tool for Firestone makes them uniquely qualified for this project.

FINANCIAL CONSIDERATIONS

The contract is a not to exceed with an amount of $30,000.00 and will be paid from the Water Fund.

HISTORY AND PREVIOUS BOARD ACTION

None

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 25-60 McGrane Water Engineering (St Vrain Alluvial Well GIS) - R051625
2. W2025-9564.00 St Vrain Alluvial Well GIS Tool (2025.05.14)_DM_signed

RESOLUTION NO. 25-60

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MCGRANE WATER ENGINEERING LLC PERTAINING TO THE DEVELOPMENT OF A GIS TOOL

WHEREAS, the Town of Firestone ("Town") is in need of professional services, and more specifically, preparing a GIS tool that evaluates physical conditions in the St. Vrain River Valley between I-25 and SH 66 and identifies or confirms ideal well locations to supplement the FAST Alluvial Well Field and Alluvial Well No. 2, which are the primary water sources of raw water supply to the St. Vrain Water Treatment Plant ("Project"); and

WHEREAS, Town Staff recommends that McGrane Water Engineering, LLC ("MWE") be selected to provide the Project services as a sole provider because given their extensive expertise, qualifications, experience and knowledge of evaluating and designing alluvial well systems together with their past experience in developing a similar GIS tool for the Town on the South Platte River to identify ideal locations for Managed Aquifer Recharge sites, and general knowledge of the Town's water operations and growing water demands, it is in the best interest of the Town to have MWE perform the needed services for the Project; and

WHEREAS, Town Staff has negotiated with MWE 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 MWE promotes 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 McGrane Water Engineering, 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 28th day of May, 2025.

_____
Don Conyac Jr., Mayor

ATTEST:

_____
Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

_____

Marshall Keith Martin, Town Attorney

EXHIBIT A
[MWE Professional Services Agreement]

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 **McGrane Water Engineering, LLC**, an independent Contractor with a principal place of business at 1669 Apple Valley Road, Lyons, Colorado 80540 ("Contractor ") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services and

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

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

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as **St Vrain Alluvial Well GIS Tool (W2025-9564.00)**

B. A change in the Scope of Services shall not be effective unless authorized as a modification to this Agreement. If the Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay the Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed $30,000.00. This amount shall include all fees, costs and expenses incurred by Contractor , and no additional amounts shall be paid by the Town for such

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

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the preference for Colorado Labor set forth in C.R.S. Article 17 Title 8.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ Sub-Contractor s to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

A. Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

B. If the Town reuses or makes any modification to Contractor 's designs, documents or work product without the prior written authorization of Contractor , the Town agrees, to the fullest extent permitted by law, to release the Contractor , its officers, directors, employees and sub-Contractor s from all claims and causes of action arising from such uses, and shall to the extent permitted by law indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Town's modification or reuse of the documents.

C. The Town expressly acknowledges and agrees that the documents and data to be provided by Contractor under the Agreement may contain certain design details, features and concepts from the Contractor 's own practice detail library, which collectively may form portions of the design for the Project, but which separately, are, and shall remain, the sole and exclusive property of Contractor . Nothing herein shall be construed as a limitation on the Contractor 's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

VI. INDEPENDENTCONTRACTOR

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

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

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, the Contractor shall procure and maintain, and shall cause any Sub-Contractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.
    1. Worker's Compensation insurance as required by law.
    2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, and employees, Contractor as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
    3. Professional liability insurance with minimum limits of $1,000,000 each claim and $2,000,000 general aggregate.

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

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

VIII. INDEMNIFICATION

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

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

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

IX. CHANGE ORDERS

A. Change Order is a written instrument issued after execution of the Agreement signed by Town and Contractor, stating their Agreement, as applicable, upon all of the following:
   1. The scope of the change in the Work;
   2. The amount of the adjustment to the Contract Price and
   3. The extent of the adjustment to the Contract Times(s).

B. All changes in the Work authorized by the applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Town and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustment of such changes.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

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

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

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

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

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

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

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

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

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

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

TOWN OF FIRESTONE, COLORADO

_____

Don Conyac, Jr, Mayor

ATTEST:

_____

Miriam Granados Luna, Town Clerk

APPROVED AS TO FORM:

_____

Marshall Keith Martin, Town Attorney

CONTRACTOR:
McGrane Water Engineering, LLC

By: Dennis McGrane, P.E., C.P.G. _____

Digitally signed by Dennis McGrane, P.E., C.P.G.
DN: cn=Dennis McGrane, P.E., C.P.G., o, ou=McGrane Water Engineering, LLC, email=dennis@mcgranewater.com, c=US
Date: 2025.05.20 11:10:23 -06'00'

EXHIBIT A
SCOPE OF SERVICES

(see attached 4 pages)

McGrane Water Engineering, LLC

1669 Apple Valley Rd. , Lyons, CO 80540 • Office: (303)823-5933, Cell: (303) 917-1247
E-Mail: dennis@mcgranewater.com. Website: www.mcgranewaterengineering.com

February 21, 2025

Mr. David Lindsay, President
Colorado Civil Group, Inc.
5110 Granite St. Suite 200
Loveland, CO 80538

Via email at dlindsay@ccginc.com

RE: Town of Firestone - Proposal to Evaluate Phase II Water Supply along Saint Vrain Creek using GIS

Mr. Lindsay,

McGrane Water Engineering, LLC (MWE) and Elephant Fish, LLC are pleased to provide this proposal to the Town of Firestone (Town) to develop a GIS-based scoping tool to identify potential additional wellfield sites for the Town's future water supply. MWE will manage the project and will also request input from: i) Calvin Miller, PhD (Miller Groundwater Engineering) and ii) Tammi Renninger (Elephant Fish, LLC) who has provided GIS analysis and mapping support. Dave Lindsay, PE (Colorado Civil Group) will serve as the Town's representative. Together, we will act as the project "Team" for this task as we have done on many other water supply projects for the Town since 2017.

The Town is interested in evaluating and ranking other nearby sites for their suitability as additional wellfields that will supply the Town's FAST water treatment plant currently in service. The Town just completed a similar GIS tool to identify Managed Aquifer Recharge (MAR) sites (see MWE memo to Dave Lindsay (CCG) dated November 26, 2024, titled "GIS Tool for Evaluating Potential MAR Sites in the Vicinity of Firestone, Colorado." Much of the structure and approach of this wellfield GIS tool is similar, expect for a change in the scoring criteria, so not all details will be repeated here.

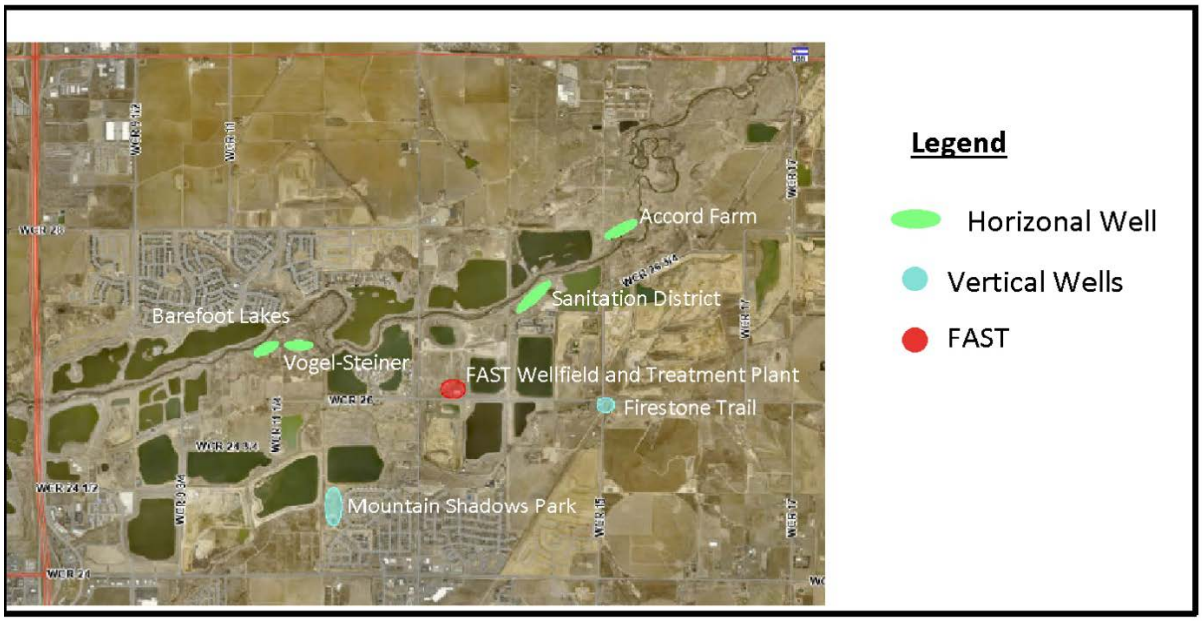
I. PURPOSE

The objective of this project is to develop a GIS-based multi-criteria decision analysis (GIS-MCDA) tool to create maps showing potential horizontal wellfield locations. The focus area covers approximately 2 miles upstream and downstream along the Saint Vrain River, such as between I-25 and the Aurora Dairy on Hwy 66. The map will also be used to rank sites of interest already identified by the Town which are shown on **Figure 1**:

- The District;

- Mountain Shadows Park;
- Accord Farm;
- Vogel-Steiner;
- Barefoot Lakes; and
- The Firestone Trail.

Figure 1 – Study Area and Preliminary Wellfield Locations



The following GIS datasets will be considered:

1) Alluvial aquifer extent. (Stream alluvium, Qal, is a better aquifer than windblown sand, Qs);
2) Alluvial aquifer saturated thickness (a thicker aquifer is better);
3) Depth to water table (a shallow depth to water may be better than deep, especially for a horizontal well);
4) Depth to bedrock (affects costs of a horizontal well, especially if the well is installed via open trenching which MWE strongly prefers for reliability of high-capacity horizontal wells);
5) Proximity to Saint Vrain Creek (closer is better);
6) Wetland issues (none is better); and
7) Distance to the FAST water treatment plant as a proxy for pipeline costs (close is less expensive).

Each dataset will be divided into categories comprised of either a *type* (e.g., land cover) or a *range of values* (e.g., depths to water) depending on the dataset, and given a score from 0 to 5, with 5 being the most favorable for a potential wellfield. Value-range-based categories (i.e., 0-10; 10-20; 20-30; etc.) will likely be used for aquifer saturated thickness, depth to water table, and depth to bedrock. Each dataset will

be weighted depending on its importance for a successful wellfield and summed into a total score for each location. For instance, very close proximity to Saint Vrain Creek may be more important than thickness of the aquifer when it comes to sustainable well yield, but this also depends on the degree of proximity. Ranking will be adjusted accordingly based on professional experience, professional judgment, and scoping-level calculations to confirm judgment where needed. The final summed dataset will have a valued-based polygon shapefile with scores up to the summed maximum. This score will be used to guide the Town on the likely best candidate(s) for wellfield development so that pre-acquisition property access (for site-specific testing) or other property acquisition-related factors can also be considered.

The deliverables will include small-scale maps (can fit on one page) showing scored grids for each category type (5 to 6 maps), plus the final total score (one map) with ownership parcels (from the County Assessor's office). We will also provide larger scale maps (i.e., zoomed in) that are better for field work and reconnaissance.

Uncertainty

This analysis will not attempt to evaluate wellfield yield *quantitatively*. The results will be a numerical ranking but still will be a mostly *qualitative* ranking. Important factors to production such as proximity to recharge may be subject to preliminary engineering evaluation and from that more heavily weighted than others, but this will be limited to general ranking. This scope is limited because providing quantitative estimates of wellfield yield is a complicated function of a more detailed accounting of site-specific aquifer properties and how these parameters vary across the site at the site scale. Relatedly, this regional GIS-based evaluation will assume the common public reference maps such as the SPDSS alluvial aquifer parameter maps are reasonably accurate. Where the aquifer is thin, the maps may have limited accuracy. Therefore, any sites chosen from this GIS-ranking tool will later need site-specific field confirmation before further modeling or final acquisition decisions are made by the Town. For this analysis, we have included approximately $5,000 budget in Task 2 to conduct additional engineering analysis to evaluate the sensitivity of aquifer thickness and proximity to the river on yield to help reduce our uncertainty. We recommend that site drilling be used later to confirm and evaluate aquifer properties that can be used to estimate wellfield yield based on analytical or computer modeling techniques.

Need from Town

We request that the Town provide any subsurface drilling and testing information that may be available, such as drilling data from gravel pit exploration at the Vogel-Steiner parcel. If discussions are active and ongoing, it would be beneficial to start discussing access for reconnaissance and future drilling including installation of monitoring wells. The sooner we can even "walk" the property to evaluate access for drilling and to identify potential wetlands would be beneficial. We will also need your input on weighting important factors such as proximity to the FAST water treatment plant and potentially land and easement costs.

II. COST

We estimate the cost will be approximately **$30,000** as shown in **Table 1**.

Table 1 - GIS Wellfield Cost Estimate		
Task	**Description**	**Total $**
1	Prepare GIS Coverages	$12,000
2	Analysis and Ranking	$6,000
3	Prepare Memo Report	$12,000
Total $		**$30,000**

Payments for our services, like other professional services, are based on the actual time spent on your behalf and at hourly rates offered for this specific project ($200/hr for Dennis McGrane, $100 for ElephantFish, LLC and $184/hr for MGE). Billing occurs on a monthly basis. Payment is expected within 30 days after billing. Work will stop if payment is not made within 60 days.

III. TIME REQUIRED

We plan to complete all the tasks in approximately 8 weeks after approval to start work.

IV. CONTRACTING

We envision the Town will contract with McGrane Water Engineering (MWE) using the Town's standard contract. MWE will subcontract work to ElephantFish LLC and MGE and pass on the Town's contractual terms and conditions. We look forward to working the Town of Firestone and CCG on this project.

Sincerely,

MCGRANE WATER ENGINEERING, LLC.

Dennis McGrane, P.E., C.P.G.

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 7.e **Discussion/Action** **Meeting Date:** May 28, 2025 **Initiated By:** Dave Lindsay **Department:** Water & Community Resources

AGENDA ITEM

Resolution 25-61: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MCGRANE WATER ENGINEERING LLC PERTAINING TO THE TOWN OF FIRESTONE BFL-VOGL-STINAR ALLUVIAL WELL PROJECT

RECOMMENDATION

Staff recommends the Board of Trustees approves the attached resolution approving a design services agreement with McGrane Engineering, LLC and authorizing the Mayor to execute the agreement on behalf of the Town.

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

Approval of the proposed Resolution will approve an agreement between the Town of Firestone and McGrane Water Engineering, LLC (MWE) for the BFL-Vogl-Stinar Alluvial Well Project.

Firestone's water team has identified a likely future alluvial well field located on the south side of the St. Vrain River, south of the Barefoot Lakes development. Based on current growth projections, this well field would be the next likely field for Firestone to develop once the capacities of the FAST Well Field and Alluvial Well No. 2 are reached.

Because of the time and expense of locating and developing these well fields, an initial study of this site is necessary to better assess and quantify the flow rate that can be expected from the site and to develop a more precise well configuration. This will allow the water team to forecast how long its contribution to the supply of raw water to the St Vrain Water Treatment Plants will last and to estimate the cost of the needed improvements more precisely.

If approved, the work will be performed by a team led by MWE, which has been an integral part of Firestone's water supply team since 2016. They were the design and construction engineers for the FAST Alluvial Well Field and the Mountain Shadows Park Irrigation Well and will also be the design and construction engineer for Alluvial Well Field No. 2. They have extensive experience evaluating and designing alluvial well systems and their past work with Firestone makes them uniquely qualified for this project.

FINANCIAL CONSIDERATIONS

The contract is a not to exceed with an amount of $192,000.00 and will be paid from the Water Fund.

HISTORY AND PREVIOUS BOARD ACTION

None

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 25-61 McGrane Water Engineering (BFL-Vogl-Stinar Well Site Phase 1 Study) - R051625
2. 12 - BFL-Vogl-Stinar Alluvial Well Exhibit (2025.04.24)
3. BFL-Vogl-Stinar Drilling Plan Rev4-clean
4. W2025-9564.01 BFL-Vogl-Stinar Well Site Phase 1 Study (2025.05.15)_DM_signed

RESOLUTION NO. 25-61

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MCGRANE WATER ENGINEERING LLC PERTAINING TO THE TOWN OF FIRESTONE BFL-VOGL-STINAR ALLUVIAL WELL PROJECT

WHEREAS, the Town of Firestone ("Town") is in need of professional engineering design services, and more specifically, preparing an alluvial well feasibility study, related to the Town of Firestone BFL-Vogl-Stinar Alluvial Well Project ("Project"); and

WHEREAS, Town Staff recommends that McGrane Water Engineering, LLC ("MWE") be selected to provide the Project services as a sole provider because given their extensive expertise, qualifications, experience and knowledge of evaluating and designing alluvial well systems together with their past experience with the Town's FAST Alluvial Well Field and Mountain Shadows Park Irrigation Well and general knowledge of the Town's water operations, it is in the best interest of the Town to have MWE perform the needed alluvial well feasibility study for Phase 1 of the Project; and

WHEREAS, Town Staff has negotiated with MWE 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 MWE promotes 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 McGrane Water Engineering, 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 28th day of May, 2025.

_____
Don Conyac Jr., Mayor

ATTEST:

_____
Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

_____

Marshall Keith Martin, Town Attorney

EXHIBIT A
[MWE Professional Services Agreement]

4/24/2025 9:48:22 AM

BFL-Vogl-Stinar Alluvial Well System

Scale: 1:8442

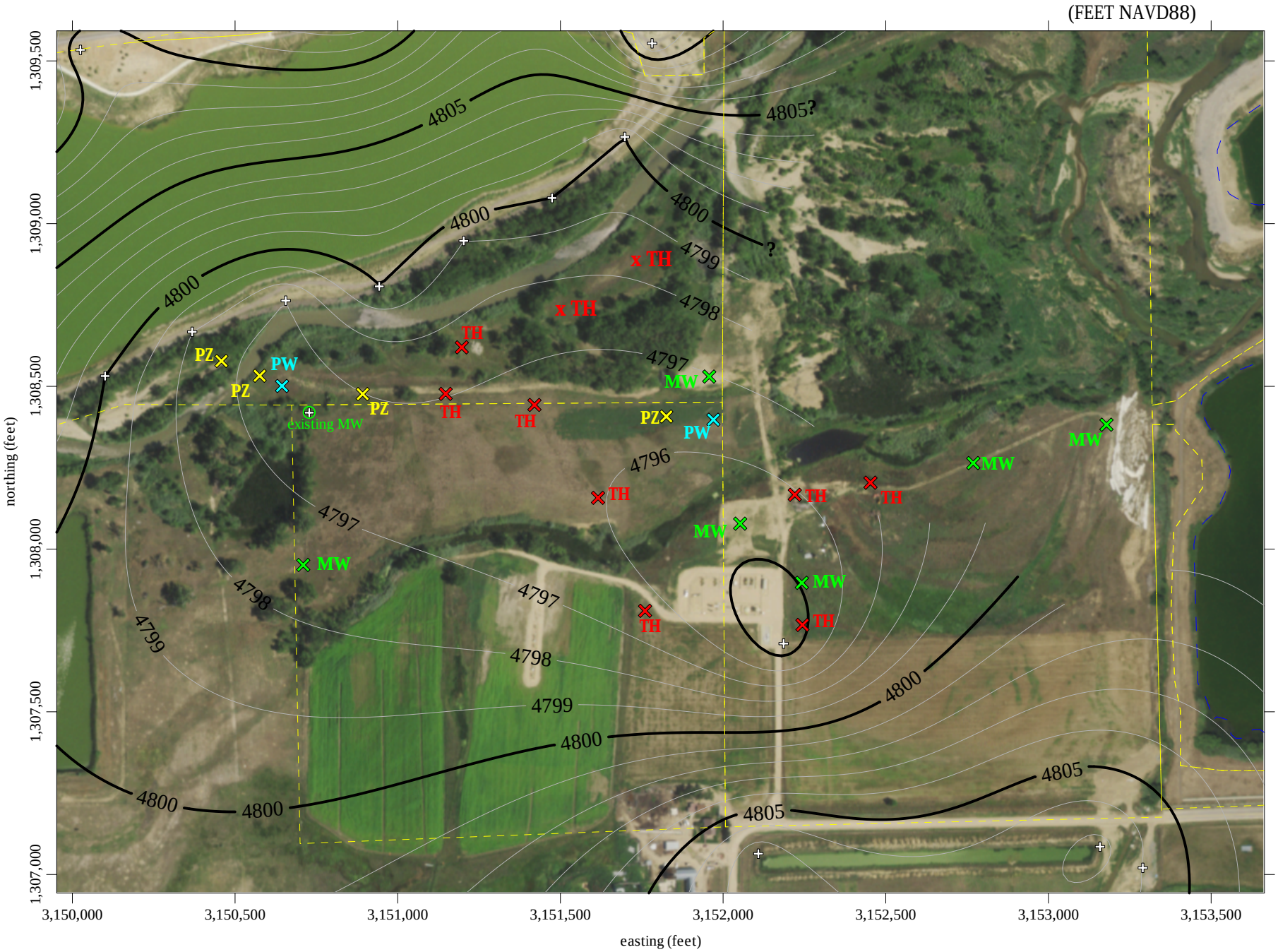
Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

Notes:

DISCLAIMER: This product has been developed solely for internal use only by Weld County. The GIS database, applications, and data in the product is subject to constant change and the accuracy and completeness cannot be and is not guaranteed. The designation of lots or parcels or land uses in the database does not imply that the lots or parcels were legally created or that the land uses comply with applicable State or Local law. UNDER NO CIRCUMSTANCE SHALL ANY PART THE PRODUCT BE USED FOR FINAL DESIGN PURPOSES. WELD COUNTY MAKES NO WARRANTIES OR GUARANTEES, EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS, ACCURACY, OR CORRECTNESS OF SUCH PRODUCT, NOR ACCEPTS ANY LIABILITY, ARISING FROM ANY INCORRECT, INCOMPLETE OR MISLEADING INFORMATION CONTAINED THEREIN.

Figure 1. Estimated bedrock surface (alluvial aquifer bottom) and conceptual drilling plan(s). (rev 04/11/2025)

DRAFT 4/11/2025



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 **McGrane Water Engineering, LLC**, an independent Contractor with a principal place of business at 1669 Apple Valley Road, Lyons, Colorado 80540 ("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 **BFL-Vogl-Stinar Well Site Phase 1 Study (W2025-9564.01)**

B. A change in the Scope of Services shall not be effective unless authorized as a modification to this Agreement. If the Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay the Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed $192,000.00. This amount shall include all fees, costs and

expenses incurred by Contractor , and no additional amounts shall be paid by the Town for such fees, costs, and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

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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.

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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.

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

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

VIII. INDEMNIFICATION

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

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

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

IX. CHANGE ORDERS

A. Change Order is a written instrument issued after execution of the Agreement signed by Town and Contractor, stating their Agreement, as applicable, upon all of the following:
   1. The scope of the change in the Work;
   2. The amount of the adjustment to the Contract Price and
   3. The extent of the adjustment to the Contract Times(s).

B. All changes in the Work authorized by the applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Town and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustment of such changes.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

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

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

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

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

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

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

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

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

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

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

TOWN OF FIRESTONE, COLORADO

_____

Don Conyac, Jr, Mayor

ATTEST:

_____

Miriam Granados Luna, Town Clerk

APPROVED AS TO FORM:

_____

Marshall Keith Martin, Town Attorney

CONTRACTOR:
McGrane Water Engineering, LLC

By: Dennis McGrane, P.E., C.P.G.

Digitally signed by Dennis McGrane, P.E., C.P.G.
DN: cn=Dennis McGrane, P.E., C.P.G., o, ou=McGrane Water Engineering, LLC, email=dennis@mcgranewater.com, c=US
Date: 2025.05.20 11:07:34 -06'00'

EXHIBIT A
SCOPE OF SERVICES

(see attached 10 pages)

McGrane Water Engineering, LLC

1669 Apple Valley Rd. , Lyons, CO 80540 • Office: (303)823-5933, Cell: (303) 917-1247
E-Mail: dennis@mcgranewater.com. Website: www.mcgranewaterengineering.com

April 17, 2025

Mr. David Lindsay, President
Colorado Civil Group
5110 Granite St. Suite 200
Loveland, CO 80538

Via email at: dlindsay@ccginc.com

RE: Town of Firestone - Water Supply Evaluation – Vogl-Stinar and Barefoot Lakes Site

Mr. Lindsay:

McGrane Water Engineering, LLC (MWE) and Miller Groundwater Engineering, LLC, are pleased to provide the Town of Firestone (Firestone) with this proposal to conduct exploration test drilling at the Vogl-Stinar and Barefoot Lakes site (VS-BL). Colorado Civil Group (CCG) is the client representative.

The main objective is to evaluate the feasibility of developing one or more horizontal wells (or large diameter vertical wells) with one or more future pump stations. The water would be piped to the FAST Water Treatment Plant located east of Colorado Blvd and north of CR 28. The general plan is to characterize the entire site, but with a focus on the west half of the subject property as future construction would likely occur in one or more phases as municipal demand increases, with the west portion likely developed first.

I. Objectives

The objective of the exploration program is to evaluate the physical capacity and water quality of the alluvial aquifer to contribute to the Town's water supply. The site would expand production from the recently completed FAST wellfield which consists of three vertical wells (V-wells) and one 200-ft long horizontal well (H-well).

Well yield is a function of the aquifer's saturated thickness, permeability and available drawdown (setting depth of well verses water level). Test drilling is necessary to evaluate the expected spatial variability in those parameters, particularly in aquifer thickness. Projections of the site's sustainable well yield are made stronger by characterizing the entire site and by aquifer testing. The challenge of planning and conducting a site characterization program is to optimize spatial knowledge and understanding of the aquifer while minimizing exploration and testing costs. This is why engineering costs are usually greater than drilling costs for this type of evaluation project.

We envision the feasibility study to occur in three primary tasks:

- Task 1 – Hydrologic Assessment and Site Drilling;

- Task 2 – Evaluate aquifer properties and water quality coordination with LRE Water
- Task 3 - Evaluate wellfield configuration and yield options

Task 1 – Hydrologic Assessment and Site Drilling

We will first conduct a preliminary hydrologic assessment to evaluate the aquifer water table, including gradient, width, depth and saturated thickness, using data from existing sources. This includes gravel exploration studies on the south side of Saint Vrain Creek (SVC) and geotechnical borings used to design the slurry wall on the north side of SVC at Barefoot Lakes. Some of this data review and preliminary mapping work has been completed to develop this drilling plan.

The drilling plan was developed based on a cursory review of the reports mentioned above that allowed us to create preliminary bedrock elevation (aka "structure" map) contours shown in black on **Figure 1** (attached). Based on it, we sketched possible horizontal well alignments (solid orange lines) solid (or potentially perforated) pipeline sections (dashed orange lines) that will allow gravity flow to potential pump station sites (blue squares). The plan is to drill a few test holes, monitoring wells, and test wells to evaluate numerous future well options. Potential horizontal well segments and vertical well options will be evaluated under Task 3.

The current drill plan shown on **Figure 1** includes:

- Continuous sampling using a 3-in CME sampler. Approximately 40 samples will be sent to a geotechnical lab for standard sieve analyses and used to evaluate relative permeability;
- Two (2) 6-in diameter test Pumping Wells (PW -highlighted in blue);
- Eight (8) temporary Test Holes (TH) to bedrock that will be abandoned after drilling (highlighted in red);
- Three temporary (3) Piezometers (PZ) that will have PVC pipe installed to measure water levels during testing (highlighted in yellow). These will be abandoned after the evaluation; and
- Six (6) test holes completed as permanent Monitoring Wells (MW) that will be used for testing and future monitoring (highlighted in green).

Under Task 1, we will:

- Obtain test hole permits from the Colorado Division of Water Resources;
- Prepare two contractor bid packages. The first will be for Task 1 - drilling, the second will be for Task 2 – aquifer testing.
- Send the bid documents to three select contractors. (Some contractors do not specialize in both drilling and testing.)
- Orchestrate the work so that the testing occurs as soon as possible after drilling.
- Observe drilling, collect samples, prepare geologic logs, and send approximately 40 samples to a geotechnical lab to conduct gradation analyses to estimate relative permeability.
- Install a shallow "sand point" on the north side of SVC, across from the west Pumping Well (PW), to evaluate whether test drawdown occurs on the far side of SVC.

- Compile additional existing well data from vicinity wells using well data available from the Colorado Division of water resources; and
- Refine maps of hydrologic properties including: i) aquifer extent, ii) depth to bedrock; iii) the bedrock structure map shown in Figure 1; and iv) aquifer saturated thickness.

Task 2 –Evaluate Aquifer Properties and Monitor Water Quality

Under Task 2, we will observe two 48hr pumping tests on the Pumping Wells (PWs) conducted by a qualified pump contractor. The contractor will provide a test pump capable of producing 150 gpm using a portable generator. The contractor will refuel the generator to sustain the tests. The initial test at each site will be a short (4 to 6 hr) step test to evaluate well efficiency and determine an appropriate long-term test rate, followed by a 48-hr constant-rate pumping test. We will discharge the test water to existing sloughs (within 300 ft) which we expect does not require a CDPHE discharge permit as would be required if discharging to the river.

MWE will collect water level data from the pumping well and several piezometers and monitoring wells during the tests. We have budgeted for 5 dataloggers for most MWs, plus one telemetry unit to monitor test levels remotely in real time. The level data will be used to calibrate the groundwater model used in Task 3.

Water Quality

Water quality is a concern for any municipal water supply. The primary water quality sampling and evaluation work will be done by LRE Water who worked with the FAST Water Treatment Plant (WTP) provider to evaluate the quality and treatment options for the FAST water supply. Under Task 2, we will also conduct a preliminary screening of the water types using basic hand-held-meter Electric Conductivity (EC) measurements. By taking EC measurements at the riverside piezometer while pumping the west PW, we may detect shifts from groundwater to river water which may be informative to evaluating longer-term water quality trends. As part of our work, we propose renting an EC meter and measuring the EC in the wells after drilling and during testing.

We will share our EC data with LRE who we anticipate will be conducting a more complex water quality monitoring and sampling plan and evaluation. We will also coordinate with LRE Water for their sampling needs, but LRE will be responsible for choosing water quality analysis and evaluating the results for the Town. They may sample multiple test wells and monitoring wells as part of their work. LRE Water will be under a separate contract with the Town to conduct their work.

Task 3 - Evaluate wellfield configuration and yield options

Under Task 3, we will build and calibrate a MODFLOW model based on earlier work and the test data. We may create variable permeability zones based on sieve sampling results. We will prepare plots of observed vs. modeled drawdowns for well tests and compare the resulting hydraulic conductivity and transmissivity distribution to the South Platte Decision Support System (SPDSS) model.

We will evaluate various well types (V-wells, H-wells, and large diameter vertical collection wells), wellfield configurations, and related construction phasing considerations. We will first model "steady state" conditions to simulate a constant water table condition. We may also model transient conditions if relevant, such as increases in river stage from spring runoff that may lead to higher aquifer levels during summer peaking months. When choosing the scale of potential well configurations, we can consider various baseflow and peak production scenarios provided by the Town, similar to what did for the FAST site. We can also provide river leakage estimates to LRE to assist them with estimating groundwater/surface-water mixing scenarios for water quality treatment consideration. Based on the location and configuration of the proposed wellfield options, we will provide draft water-rights modeling runs that include the timing and location of stream depletions.

We anticipate evaluating numerous potential well configurations and will evaluate the cost-benefits of designs with input from CCG. Only the most favorable well options with the most favorable cost-benefits will be presented in a project letter report. The report will include Task 1 and 2 drilling and testing results as attached memoranda. The report can be used for water supply and water rights planning and future construction.

Requests to Town

We request that the Town:

- Provide site access (mow drill sites and potential minor surface grading) and survey test well locations and certain surface water points (e.g., along the SVR and sloughs);
- Gain permission to access the north side of the river through the Barefoot Lakes property; and
- Provide baseline and peak demand scenarios for wellfield targets;
- Coordinate water quality work with LRE Water;
- Review our preliminary modeling and select preferred options to document in our final report; and
- Conduct a site survey to obtain elevations of each test hole, the river and open water areas on the site.

II. Scope of Work

Task 1 - Drilling and Hydrologic Assessment

Under Task 1, we will conduct five subtasks discussed below.

Task 1.1 – Preliminary Hydrologic Assessment and Plan Development

Subtasks include:

- Conduct several site meetings to go over access and drilling plan options (complete);
- Compile hydrologic data from known reports;
- Prepare preliminary maps of depth to bedrock, bedrock structure (aka bedrock elevation), saturated thickness, and water table contours (partially complete);

- Contact drillers to prepare a preliminary opinion of probable cost;
- Prepare this written drilling and testing plan; and
- Compile hydrologic data from the Colorado Division of water resources (CDWR);

Deliverables: 1) Drilling plan, proposal, and opinion of probable cost for contractor work; 2) preliminary hydrologic maps.

Task 1.2 – Prepare Contractor Bid Packages for Task 1 -Drilling and Task 2 - Testing

Subtasks include:

- Obtain test hole drilling permit from the Colorado Division of Water Resources;
- Prepare two bid packages for contractors, one for drilling and the other for testing;
- Receive and evaluate bids, and recommend one or more contractors; and
- Facilitate contracting between the Town and contractors.

Deliverables: 1) Drilling plan, bid package, bid comparison and recommendation; 2) map of existing wells within 600 feet. *Assumptions:* 1) The drilling and testing Contractors will contract directly with the Town.

Task 1.3 – Drilling Observation

Subtasks include:

- Observe drilling, development and testing;
- Sample collection and geologic logging;
- Electrical conductivity monitoring after well development and while testing;
- Measure wells after development recovery.

Deliverables: 1) Geologic logs and initial water level data. *Assumptions:* 1) The Town will provide access to the drill sites; 2) Drilling Contractor will obtain locates for drilling.

Task 1.4 – Sieve Analysis and Prepare EC map

Subtasks include:

- Collect and deliver approximately 40 sieve samples to a geotechnical lab for sieve analyses;
- Compile sieve data results and estimate hydraulic conductivity using Hazen method;
- Prepare EC map of site wells.

Deliverables: 1) Sieve plots from geotechnical engineering lab; 2) Table of permeabilities based on Hazen method. *Assumptions:* 1) MWE has budgeted $3,825 for 5 data loggers and the telemetry unit and $6,000 for 40 standard sieve analysis conducted by CMT Technical services (formerly Cesear Geotechnical) who conducted the FAST site work.

Task 1.5 – Task 1 Memorandum

This is a preliminary memorandum based on existing hydrologic data and drilling data. It will not have aquifer properties which will be determined based on interpreting the test data using a groundwater model in Task 3.

Deliverables: 1) A less than 10-page memorandum summarizing the drilling program that includes appendices, drill logs, sieve results, and well completion reports submitted to the state. *Assumptions:* 1) The project report (Task 3) will include this memo as an appendix.

Task 2 – Aquifer Testing and Water Quality Coordination with LRE Water

Under Task 2**,** we will conduct three subtasks:

Task 2.1 – Purchase and install data loggers and telemetry

Subtasks include:

- Purchase and **i**nstalling five data loggers and telemetry unit in pumping wells, monitoring wells, and temporary piezometers;

Deliverables: 1) the Town will own the 5 loggers and the telemetry unit. *Assumptions:* 1) We budgeted $3,825 for the data logger purchase and telemetry unit, not counting monthly data charges.; 2) We recommend that the Town continue the data acquisition and compilation on an annual basis through Miller Groundwater Engineering, similar to how we currently do it at the FAST site.

Task 2.2 – Conduct Well Tests

Subtasks include:

- Test Observation: including being onsite during the step test and startup of the constant rate test, and remotely monitor the remainder of the 48-hr test.

- Download the data in the middle, end, and 24 to 48 hours after the 48-hr test is completed

Deliverables: 1) Well level data that will be used to calibrate the model in Task 3; *Assumptions:* 1) We assume that the pump will stay on the entire test; however, we will accept the test as long as there are no more than 3 shutdowns lasting a total of 6 hours. Otherwise, the Contractor will be required to restart the test.

Task 2.3– Water Quality Coordination with LRE

Subtasks include:

- Coordinate with LRE on their water quality sampling needs.

Deliverables: 1) None. *Assumptions:* 1) We will coordinate test schedule with LRE and they will be responsible for all sampling, analysis and interpretations.

Task 3– Evaluate Wellfield Configuration and Yield Options

Under Task 3**,** we will conduct four subtasks:

Task 3.1 – Build and Calibrate a MODFLOW Model

Subtasks include:

1. Build a MODFLOW model;
2. Determine model boundary conditions;
3. Calibrate the model based on the Task 1 hydrologic assessment and pumping test data;

Deliverables: MODFLOW model of the VS-BL site. *Assumptions:* 1) We will first model steady state conditions to simulate a constant water table condition. We may then model transient conditions if relevant.

Task 3.2 — Aquifer Characterization and Testing Memorandum

Subtasks include:

- Prepare figures showing model calibration (pumping test plots including modeled vs. observed, water table map, and resulting model hydraulic conductivity (K) and transmissivity (K times the thickness) maps compared to SPDSS model results.
- Finalize the Task 1 – Hydrologic Assessment memo based on the model results.

Deliverables: 1) Finalize Task 1 – Hydrologic Assessment memo; 2) Prepare Task 2 – Aquifer Characterization and Testing Memo.

Task 3.3 – Evaluate Wellfield Design Options

Subtasks include:

- Model alignments the same as or similar to shown in our Figure 1 drill plan above. This includes base and peak flows on a seasonal basis;
- Based on feedback from CCG, we will further evaluate the cost-benefits of any preferred options identified.
- Based on feedback from CCG, we will further evaluate depletion timing and locations of the preferred options; and

- Meet with the Town to discuss scenario options, results and recommendations

Deliverables: 1) Emailed results between team members that describe the model scenario and modeling results; 2) Comparison tables of various well types, alignments and base and peak production and cost per project. *Assumptions:* 1) Baseline and peak demands will be provided by the Town; 2) Horizontal well construction costs will be based on FAST construction costs inflated to 2025 dollars.

Task 3.4 –Prepare Project Summary Report with Recommendations
Subtasks include:

- Prepare project summary letter report which will include the preferred scenario description, model result, comparison tables and recommendations. It will include the Task 1 drilling and Task 2 hydrologic assessment memos as appendices.

- Meet with the Town to discuss results and recommendations.

Deliverables: Draft and final summary report of all phases. *Assumptions:* 1) modeling results should be considered preliminary based on available data; 2) seasonal production and water quality may vary; and 3) the Town will review an initial draft and provide comments within two weeks.

III. COST

We estimate the engineering cost to complete **Task 1 is $78,000** and $32,000 for a drilling contractor (totaling $110,000). We estimate the engineering cost to complete **Task 2 is $23,000** plus $44,000 for a pump test contractor (totaling $67,000). We estimate the cost for **Task 3 engineering is $67,000**. If we add a 15 percent contingency, the **total project cost is $192,000 for engineering** and $87,000 for contractors totaling $279,000. The table below summarizes our opinion of probable cost for the project for Town planning purposes.

Vogel-Steiner Site Water Supply Evalution - Probable Cost $						
Tasks	**Sub-Tasks**	**Description**	**Time to Complete (Weeks)**	**Engineering (lab, equip rental) Cost $**	**Drilling and Testing Contractor $**	**Total $**
Task 1 - Hydrologic Assessment and Site Drilling	1.1	Preliminiary Hydrologic Assessment and Drilling Plan	3	$26,000	-	$26,000
	1.2	Prepare Contractor Bid Packages for Task 1 and 2	1-2	$7,000	-	$7,000
	1.3	Drilling Observation	2-3	$24,000	$32,000	$56,000
	1.4	Lab Sieve Analyses and prepare EC map	1-2	$14,000	-	$14,000
	1.5	Prepare Preliminary Task 1 Memorandum	2-3	$7,000	-	$7,000
Task 1 Cost ($) =			9-13	**$78,000**	**$32,000**	**$110,000**
Task 2 - AquiferTesting and WaterQuality Collaboration	2.1	Purchase and intall data loggers and telemetry	na	**$8,000**	-	**$8,000**
	2.2	Conduct Well Tests	2-3	**$13,000**	**$44,000**	**$57,000**
	2.3	Water qaulity (WQ) monitoring and Coordination withh LRE Water	na	**$2,000**	-	**$2,000**
Task 2 Cost ($) =			2-3	**$23,000**	**$44,000**	**$67,000**
Task 3 - Evaluate Wellfield Configuration and Yield Options	3.1	Build and Calibrate a MODFLOW Model	2-3	$13,000	-	$13,000
	3.2	Prepare Task 2 Aquifer Characterization and Testing Memoranda	2-3	$14,000	-	$14,000
	3.3	Evaluate Wellfield Design Options and Yield	2-3	$22,000	-	$22,000
	3.4	Prepare Task 3 Letter Report	2-3	$17,000	-	$17,000
Task 3 Cost ($) =			8-12	**$66,000**	**$0**	**$66,000**
Subtotals			19-28	**$167,000**	**$76,000**	**$233,000**
Contingencies		15%		$25,000	$11,000	$36,000
Grand Total $				**$192,000**	**$87,000**	**$279,000**

Payments for our services, like other professional services, are based on the actual time spent on your behalf and at hourly rates offered for this specific project ($200/hr for Dennis McGrane and $184/hr for Calvin Miller). Billing occurs on a monthly basis. Payment is expected within 30 days after billing. We recommend contracting with LRE separately to conduct the water quality sampling and testing.

Perspective on Site Prospects and Costs: MWE and MGE both have specific expertise and experience with detailed evaluation of the hydraulic connection between a shallow river like the Saint Vrain and pumping wells installed immediately adjected to the river. From this experience, we know that an overly simplistic analysis of the river's influence can over-estimate the connection and well yield. That experience has guided our drilling and testing plans for this site. However, despite this caveat, given this site's location immediately along the river, we expect the sustainable baseflow rate (i.e., without managed recharge) for a wellfield at this location to be notably higher than at the FAST site.

IV. TIME REQUIRED

We envision completing the project in 20 to 28 weeks (5 to 7 months). If we begin work in May, we should finish up in the fall. Delays caused by circumstances beyond the control of the engineer could extend the time of completion.

V. CONTRACTING

We envision the Town will contract with McGrane Water Engineering (MWE) using their Town's standard contract. MWE will subcontract work to Miller Engineering and pass on the Town's contractual terms and conditions. Because we are a small business, we request that the Town contract directly with the Drilling Contractor. We will pass through laboratory and equipment rental costs with no additional charge.

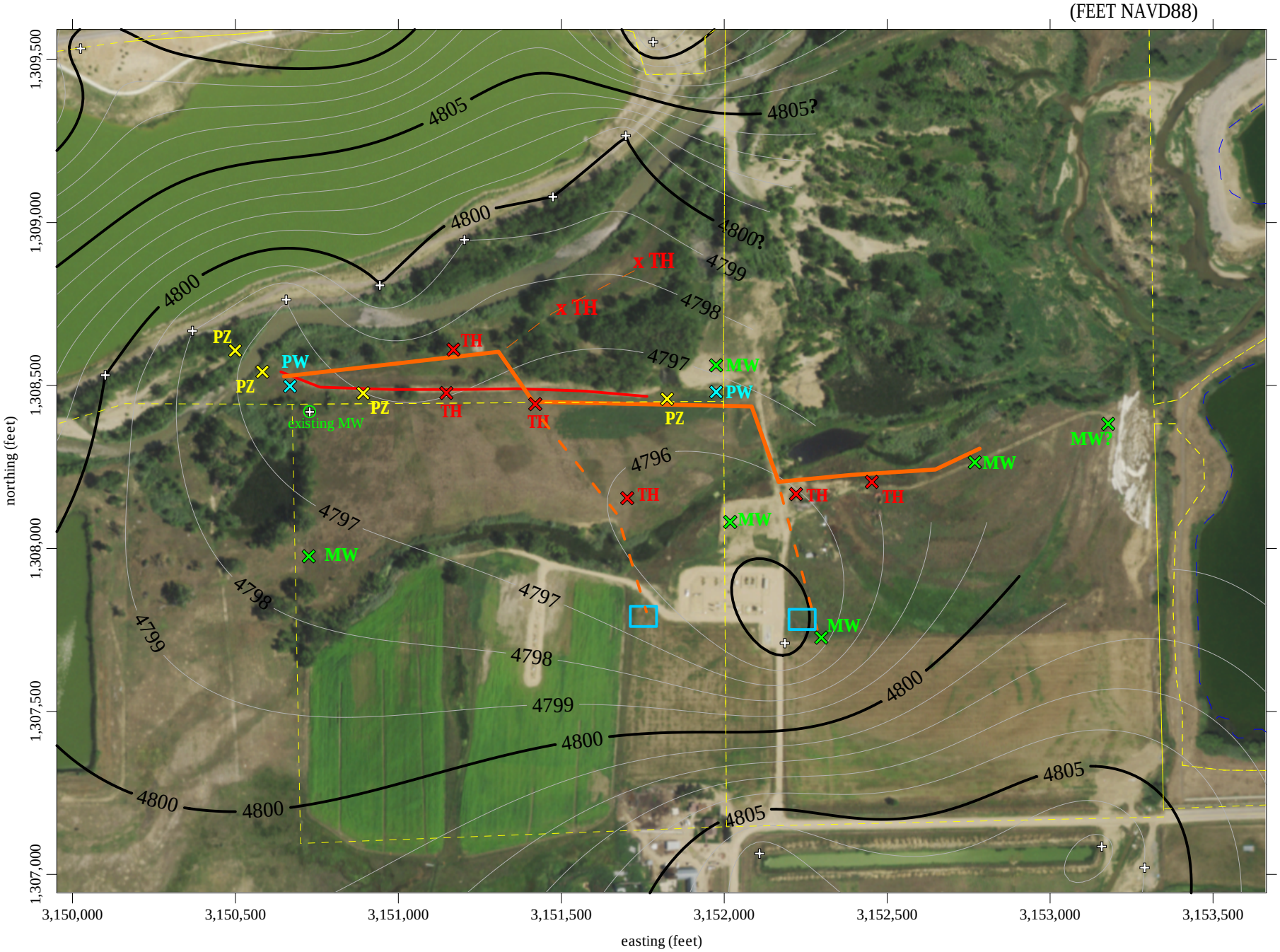
We look forward to working the Town of Firestone and CCG on this project.

Sincerely,

MCGRANE WATER ENGINEERING, LLC.

Dennis McGrane, P.E., C.P.G.
Principal Engineer and Hydrogeologist

Figure 1 - Estimated bedrock surface (alluvial aqufier bottom) and conceptual drilling plan(s). (Draft 04/04/2025)



Project: Firestone Wellfield Evaluations - Vogl-Stinar & Barefoot Lakes Properties

McGrane Water Engineering, LLC &
Miller Groundwater Engineering, LLC

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 7.f **Discussion/Action** **Meeting Date:** May 28, 2025 **Initiated By:** Dave Lindsay **Department:** Water & Community Resources

AGENDA ITEM

Resolution 25-62: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MCGRANE WATER ENGINEERING LLC PERTAINING TO THE DEVELOPMENT OF A GIS TOOL

RECOMMENDATION

Staff recommends the Board of Trustees approves the attached resolution approving a design services agreement with McGrane Water Engineering, LLC and authorizing the Mayor to execute the agreement on behalf of the Town.

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

Approval of the proposed resolution will approve an agreement with McGrane Water Engineering for a GIS-based assessment of the Boulder/Idaho Creek basin for a potential Managed Aquifer Recharge.

Firestone is acquiring ditch water rights west of I-25 that require return flows to Boulder Creek and/or Idaho Creek, but currently lacks infrastructure to meet these obligations. Given the limited amount of water rights available west of I-25, building a reservoir and pump station may not be necessary. Instead, the Town is considering developing a Managed Aquifer Recharge (MAR) as a more cost-effective solution in this basin.

To identify suitable MAR locations, Firestone plans to use a GIS tool similar to one developed for the South Platte basin by McGrane Water Engineering (MWE). MWE has provided a proposal to develop a GIS-based assessment for the Boulder Creek/Idaho Creek basin, using existing land use, topographic, subsurface, and well data to evaluate and map potential MAR sites. MWE has been part of Firestone's water supply team since 2016 and has relevant experience in MAR system design, making them uniquely qualified for this project.

FINANCIAL CONSIDERATIONS

The contract is a not to exceed with an amount of $20,000.00 and will be paid from the Water Fund.

HISTORY AND PREVIOUS BOARD ACTION

None

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 25-62 McGrane Water Engineering (Boulder Creek MAR GIS) - R051625
2. W2025-9565.00 Boulder Creek MAR GIS Tool (2025.05.15)_DM_signed

RESOLUTION NO. 25-62

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MCGRANE WATER ENGINEERING LLC PERTAINING TO THE DEVELOPMENT OF A GIS TOOL

WHEREAS, the Town of Firestone ("Town") is in need of professional services, and more specifically, preparing a GIS tool that evaluates physical conditions in the Boulder Creek/Idaho Creek Valley between SH 52 and SH 119 and identifies or confirms ideal Managed Aquifer Recharge ("Mar") sites to assist the Town in pursuing ditch water rights west of I-25 that will have return flow obligations to Boulder Creek and/or Idaho Creek and, if acquired, meeting these return obligations in a more economical manner ("Project"); and

WHEREAS, Town Staff recommends that McGrane Water Engineering, LLC ("MWE") be selected to provide the Project services as a sole provider because given their extensive expertise, qualifications, experience and knowledge of evaluating and designing alluvial well systems together with their past experience in developing a similar GIS tool for the Town on the South Platte River to identify ideal locations for MAR sites, and general knowledge of the Town's water operations and growing water demands, it is in the best interest of the Town to have MWE perform the needed services for the Project; and

WHEREAS, Town Staff has negotiated with MWE 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 MWE promotes 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 McGrane Water Engineering, 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 28th day of May, 2025.

_____
Don Conyac Jr., Mayor

ATTEST:

_____
Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

_____

Marshall Keith Martin, Town Attorney

EXHIBIT A
[MWE Professional Services Agreement]

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 **McGrane Water Engineering, LLC**, an independent Contractor with a principal place of business at 1669 Apple Valley Road, Lyons, Colorado 80540 ("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 **Boulder Creek MAR GIS Tool (W2025-9565.00)**

B. A change in the Scope of Services shall not be effective unless authorized as a modification to this Agreement. If the Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay the Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed $20,000.00. This amount shall include all fees, costs and expenses incurred by Contractor , and no additional amounts shall be paid by the Town for such

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

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the preference for Colorado Labor set forth in C.R.S. Article 17 Title 8.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ Sub-Contractor s to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

A. Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

B. If the Town reuses or makes any modification to Contractor 's designs, documents or work product without the prior written authorization of Contractor , the Town agrees, to the fullest extent permitted by law, to release the Contractor , its officers, directors, employees and sub-Contractor s from all claims and causes of action arising from such uses, and shall to the extent permitted by law indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Town's modification or reuse of the documents.

C. The Town expressly acknowledges and agrees that the documents and data to be provided by Contractor under the Agreement may contain certain design details, features and concepts from the Contractor 's own practice detail library, which collectively may form portions of the design for the Project, but which separately, are, and shall remain, the sole and exclusive property of Contractor . Nothing herein shall be construed as a limitation on the Contractor 's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

VI. INDEPENDENTCONTRACTOR

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

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

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, the Contractor shall procure and maintain, and shall cause any Sub-Contractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.
    1. Worker's Compensation insurance as required by law.
    2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, and employees, Contractor as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
    3. Professional liability insurance with minimum limits of $1,000,000 each claim and $2,000,000 general aggregate.

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

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

VIII. INDEMNIFICATION

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

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

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

IX. CHANGE ORDERS

A. Change Order is a written instrument issued after execution of the Agreement signed by Town and Contractor, stating their Agreement, as applicable, upon all of the following:
   1. The scope of the change in the Work;
   2. The amount of the adjustment to the Contract Price and
   3. The extent of the adjustment to the Contract Times(s).

B. All changes in the Work authorized by the applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Town and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustment of such changes.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

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

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

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

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

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

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

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

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

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

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

TOWN OF FIRESTONE, COLORADO

_____

Don Conyac, Jr, Mayor

ATTEST:

_____

Miriam Granados Luna, Town Clerk

APPROVED AS TO FORM:

_____

Marshall Keith Martin, Town Attorney

CONTRACTOR:
McGrane Water Engineering, LLC

By: Dennis McGrane, P.E., C.P.G. _____

Digitally signed by Dennis McGrane, P.E., C.P.G.
DN: cn=Dennis McGrane, P.E., C.P.G., o, ou=McGrane Water Engineering, LLC, email=dennis@mcgranewater.com, c=US
Date: 2025.05.20 11:09:11 -06'00'

EXHIBIT A
SCOPE OF SERVICES

(see attached 3 pages)

McGrane Water Engineering, LLC

1669 Apple Valley Rd. , Lyons, CO 80540 • Office: (303)823-5933, Cell: (303) 917-1247
E-Mail: dennis@mcgranewater.com. Website: www.mcgranewaterengineering.com

December 5, 2024

Mr. David Lindsay, President
Colorado Civil Group, Inc. Via email at dlindsay@ccginc.com
5110 Granite St. Suite 200
Loveland, CO 80538

RE: Town of Firestone - Proposal to Identify Recharge Sites along Boulder Creek using GIS

Mr. Lindsay,

McGrane Water Engineering, LLC (MWE) and Elephant Fish, LLC are pleased to provide this proposal to the Town of Firestone (Town) to develop a GIS tool to identify Managed Aquifer Recharge (MAR) sites west of I-25 along Boulder Creek. MWE will manage the project and will also request input from Calvin Miller, PhD (Miller Groundwater Engineering) who has been also working with the Town since 2017 on water supply related projects. Dave Lindsay PE (Colorado Civil Group) will serve as the Town's representative. MWE, Elephant Fish, MGE, and CCG are considered the project "Team."

The Town is interested in generating lagged return-flow credits to Boulder Creek which is tributary to St. Vrain Creek (SVC) and the South Platte River (SPR). The Town just completed a similar GIS tool to identify MAR sites from east of I-25 to the SVC and SPR confluence, which was the subject of an MWE memo to Dave Lindsay, draft dated November 26, 2024, titled "GIS Tool for Evaluating Potential MAR Sites in the Vicinity of Firestone, Colorado." This study will extend the tool further to the west and south where the Town is acquiring additional water rights.

I. PURPOSE

The objective of this project is to develop a GIS-based multi-criteria decision analysis (GIS-MCDA) tool to create a suitability map of potential MAR locations above the alluvial aquifer along Boulder Creek and SVC between Highway 52 and I-25 as shown on **Figure 1** (attached).

The datasets selected for this project are based on the following five factors:

1) Surficial Geology;
2) Alluvial Aquifer Extent;
3) Land Use/Land Cover Type;

1

4) Depth to Water Table (Unsaturated Thickness of Alluvial Aquifer); and
5) Saturated Thickness of Alluvial Aquifer

Each dataset will be divided into categories comprised of either a *type* (e.g., land cover) or a *range of values* (e.g., depths to water) depending on the dataset, and given a score from 0 to 5, with 5 being the most favorable for a potential MAR location. Value-range-based categories (i.e., 0-10; 10-20; 20-30; etc.) will likely be used for aquifer saturated and unsaturated thickness parameters. Each dataset will be weighted equally (unless the Team decides differently), and summed into a total score for each location. The final summed dataset will have a valued-based polygon shapefile with scores up to 25 (5 factors multiplied by a maximum score of 5). This score will be used to guide the Town on where physical MAR attributes are best, which will help identify potential sites so that property access or other acquisition-related factors can also be considered.

The deliverables will include small-scale maps (can fit on one page) showing scored grids for each category type (5 maps), plus the final total score (one map) with ownership parcels (from the County Assessor's office) and canals and laterals that can be used to convey recharge water to the sites. We will also provide larger scale maps (i.e., zoomed in) that are better for field work and reconnaissance.

II. COST

We estimate the cost will be approximately **$20,000** as shown in **Table 1**.

Table 1 - Boulder Creek GIS Study Cost Estimate

Task	Description	Total $
1	Prepare GIS Coverages	$9,000
2	Prepare Memo Report	$11,000
Total $		**$20,000**

Payments for our services, like other professional services, are based on the actual time spent on your behalf and at hourly rates offered for this specific project ($200/hr for Dennis McGrane, $95 for ElephantFish, LLC and $175/hr for Calvin Miller). Billing occurs on a monthly basis. Payment is expected within 30 days after billing. Work will stop if payment is not made within 60 days.

III. TIME REQUIRED

We envision all the tasks can be completed in 4 to 6 weeks.

IV. CONTRACTING

We envision the Town will contract with McGrane Water Engineering (MWE) using the Town's standard contract. MWE will subcontract work to Elephant Fish LLC and Miller Engineering and pass on the Town's contractual terms and conditions. We look forward to working the Town of Firestone and CCG on this

McGrane Water Engineering, LLC
1669 Apple Valley Rd., Lyons, CO 80301

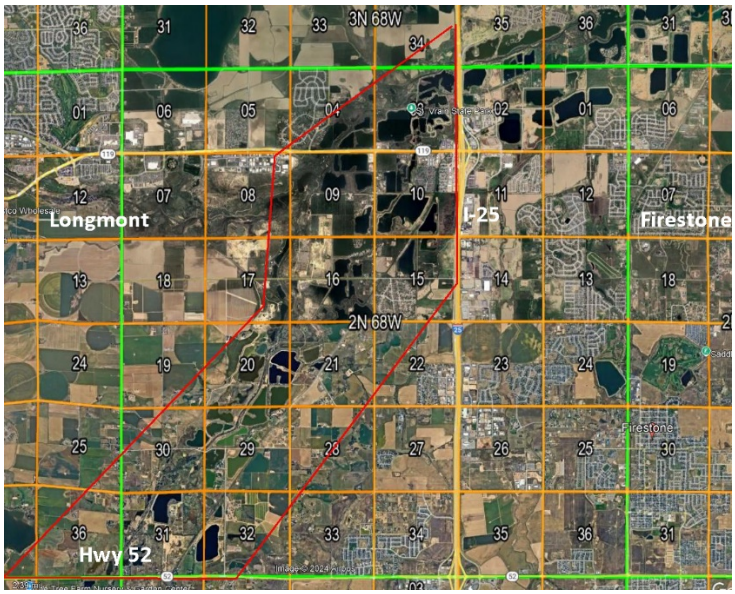
project. Sincerely,

MCGRANE WATER ENGINEERING, LLC.

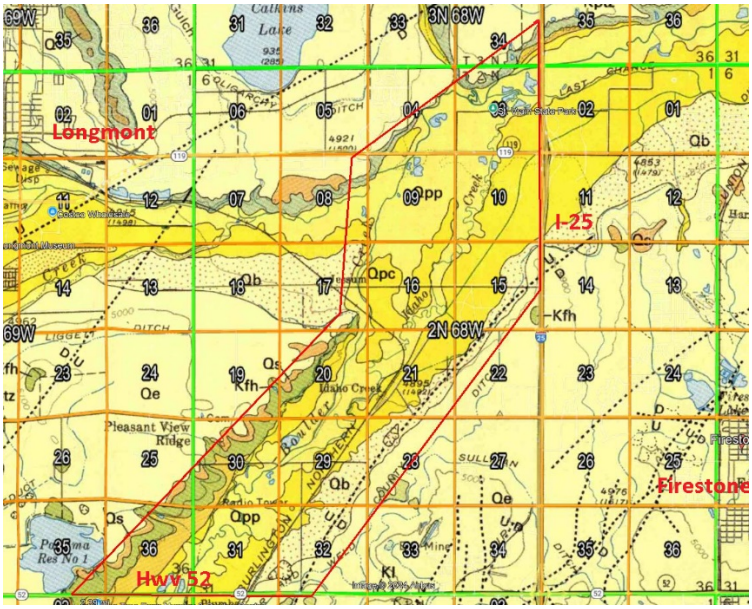
Dennis McGrane, P.E., C.P.G.

Figure 1 – Study Area

Aerial Photo



Surficial Geology



AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 7.g **Discussion/Action** **Meeting Date:** May 28, 2025 **Initiated By:** **Department:** Administration

AGENDA ITEM

Ordinance 1064: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ENACTING SECTION 9.20.090 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE REGULATION OF UNMANNED AIRCRAFT SYSTEMS

RECOMMENDATION

Approval of Ordinance

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 addresses the use of unmanned aircraft systems (UAS), which includes drones. At the direction of the Board of Trustees, this Ordinance ensures that the use of UAS's within the Town does not pose a threat to public health, safety, and welfare and the Town's critical infrastructure.

FINANCIAL CONSIDERATIONS

N/A

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Ord 1064 Drone Regulation

ORDINANCE NO. 1064

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ENACTING SECTION 9.20.090 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE REGULATION OF UNMANNED AIRCRAFT SYSTEMS

WHEREAS, the use of unmanned aircraft systems ("UAS"), which includes drones for commercial, law enforcement and recreational purposes, has become increasingly popular and affordable; and

WHEREAS, the Federal Government through the Federal Aviation Administration has exclusive authority to regulate aviation safety and the efficient use of airspace by aircraft and as such attempts by state and local governments to limit UAS's to certain flight corridors or prohibit their use anywhere within a municipality have been preempted by Federal law; and

WHEREAS, state and local governments may however impose restrictions such as security measures which prohibit the operation of UAS's over municipalities water treatment facilities and other types of critical infrastructure and to prevent harassment, voyeurism, and trespass upon property, which is a particular concern as UAS's may contain audio and video systems; and

WHEREAS, the Board of Trustee's desires to ensure that the use of UAS's within the Town do not pose a threat to the public health, safety and welfare and the Town's critical infrastructure

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

Section 1. Section 9.20.090 Regulation of Unmanned Aircraft Systems of the Firestone Municipal Code is enacted to read as follows:

A. Definitions. As used in this section, the following terms shall have the meanings set forth herein unless the context clearly requires otherwise.

Model aircraft means an unmanned aircraft that is: (a) capable of sustained flight in the atmosphere; (b) flown within visual line of sight of the person operating the aircraft; and (c) flown for hobby or recreational purposes.

Operate means to fly, use, launch, land, control, or navigate an unmanned aircraft system.

Town airspace means and includes all airspace above the jurisdictional boundaries of the Town, to the full extent such airspace can legally be regulated by the Town.

Unmanned aircraft system or UAS means an aircraft, powered aerial vehicle, or other device without a human pilot on board, the flight of which is controlled either autonomously by on board computers or by remote control of a pilot operator on the ground or in another vehicle or aircraft, and all associated equipment and apparatus. It includes model aircrafts and drones.

B. Prohibited Acts. The following acts are prohibited in the operation of an unmanned aircraft system anywhere in the Town or Town airspace:

(1) No person shall operate a UAS in a reckless or careless manner so as to endanger the health, safety or well-being of persons or property.

(2) No person shall operate a UAS if he or she knows or has reason to know of any physical or mental condition that would interfere with the safe operation of the UAS, or if he or she knows or has reason to know that the UAS is not in proper working order.

(3) No person shall operate a UAS to intentionally or knowingly harass, annoy, or disturb any person, animal, or wildlife.

(4) No person shall operate an unmanned aircraft equipped with a firearm or other deadly weapon.

C. Restricted Operations.

(1) Absent the prior written authorization from the Town Manager or such person's designee, it is unlawful for any person to operate a UAS in, over and above Town Hall, the Police and Municipal Court Building, the Maintenance Facility and the St Vrain Water Treatment Plant and its facilities, which includes all wells, pump facilities and reservoirs.

(2) It shall be unlawful for any person to hover, land or otherwise operate a UAS in, on or over another person's private property without the prior consent of such property owner.

(3) The UAS shall be operated in compliance with all applicable state and federal law regulating the operation of unmanned aircraft and unmanned aircraft systems, including any regulations adopted by the Federal Aviation Administration.

D. Exceptions. Nothing in this section is intended to prohibit the use of a UAS for lawful purposes and in a lawful manner by any employees or agents of the Town, any local, state or federal law enforcement agency or emergency services personnel in the fulfillment of their duties. Nothing in this section is intended to prohibit the lawful operation of an unmanned aircraft system authorized under Federal Aviation Regulation Part 107, Part 135, or Public Law 254, Section 349.

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

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

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

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this __th day of _____, 2025.

TOWN OF FIRESTONE, COLORADO

_____
Don Conyac Jr, Mayor

ATTEST:

_____
Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

_____
Marshall Keith Martin, Town Attorney

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 7.h **Discussion/Action** **Meeting Date:** May 28, 2025 **Initiated By:** Raelynn Ferrera **Department:** Administration

AGENDA ITEM

Resolution 25-64: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND POINTS CONSULTING, LLC FOR REAL ESTATE FEASIBILITY SERVICES PERTAINING TO CENTRAL PARK

RECOMMENDATION

Approval of Resolution authorizing execution of said Agreement 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 allow Town staff to work with Points Consulting LLC (Points) to complete a Comprehensive Feasibility Study.

Staff issued a Request for Qualifications (RFQ) for Central Park Comprehensive Feasibility Study on May 9, 2025. Three sealed qualifications were received on May 19, 2025. Staff reviewed the received RFQs and selected Points.

Points has over 17 years of experience and specializes in projects that merge real estate, land use, and economic development, including work for public and private sector clients. Over the past two years, the team has completed 18 directly related real estate feasibility and market studies and has completed or is currently conducting housing studies in Montrose, Woodland Park, Ridgway, and Rifle. In addition, they have conducted site feasibility and economic development projects for the Nez Perce Tribe (ID), Port of Arlington (OR), Port of Whitman County (WA), and Card & Associates Athletic Facilities (IN).

Included in the Scope of Services is a detailed timeline of deliverables, as follows:

- Comprehensive Project Outline Memo: June-July 2025
- Market & Economic Summary Report: July-August 2025
- Comprehensive Feasibility Study & Economic Impact Draft: September-October 2025
- Comprehensive Implementation Plan Draft: September-October 2025
- Final Comprehensive Feasibility Study & Implementation Plan: October-November 2025

FINANCIAL CONSIDERATIONS

The agreement is for an amount not to exceed $52.490.00.

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 25-64 Points Consulting (Central Park Feasibility Study)
2. Professional Services Contract POINTS CONSULTING LLC

RESOLUTION NO. 25-64

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND POINTS CONSULTING, LLC FOR REAL ESTATE FEASIBILITY SERVICES PERTAINING TO CENTRAL PARK

WHEREAS, the Town of Firestone ("Town") is in need of professional real estate feasibility services for the 2025 Central Park Comprehensive Feasibility Study Project (the "Project"); and

WHEREAS, the Town published a request for qualifications and proposals ("RFQ") for such services for the Project; and

WHEREAS, the Town has evaluated the proposes submitted in response to the RFQ, and finds that Points Consulting, LLC ("Points Consulting") is the most qualified for the professional services described in the RFQ whose proposal is most advantageous to the Town; and

WHEREAS, the Town finds that Points Consulting has the expertise, qualifications, and experience to perform the work and duties required for the Project, and desires to select Points Consulting for the RFQ and to enter into an agreement with Points Consulting to provide the services as described in the scope of services, attached to the Professional Services Agreement as Exhibit A.

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 Points Consulting, 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 Agreement on behalf of the Town.

Section 2. The Town Manager or such person's designee is authorized to approve, sign, execute and deliver any and all change orders on behalf of the Town as may be necessary to complete the Project or for the Town to perform under the Contract up to and until such time as the total dollar amount of all such change orders equals or exceeds $52,490 at which time any such change order shall be subject to approval by the Board.

PASSED AND ADOPTED this ____ day of _____, 2025.

_____
Don Conyac Jr., Mayor

ATTEST:

_____
Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

_____
Marshall Keith Martin, Town Attorney

EXHIBIT A

[Points Consulting LLC PSA]

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 **POINTS CONSULTING LLC** an independent Contractor with a principal place of business at 120 N Line St., PO Box 8487, Moscow, ID 83843 ("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 **Central Park Comprehensive Feasibility Study (A2025-9927)**

B. A change in the Scope of Services shall not be effective unless authorized as a modification to this Agreement. If the Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

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III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed **$52.490.00**. 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 the Contractor shall be exclusively owned by the Town. The contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," the 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 the Contractor.

B. If the Town reuses or makes any modification to Contractor's designs, documents or work product without the prior written authorization of the 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. INDEPENDENTCONTRACTOR

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. The 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. The contractor shall be solely responsible for any deductible losses under any policy.

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

VIII. INDEMNIFICATION

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

or other fault of Contractor, any Sub-Contractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any Sub-Contractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any Sub-Contractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any Sub-Contractor of Contractor.

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

IX. CHANGE ORDERS

A. Change Order is a written instrument issued after execution of the Agreement signed by Town and Contractor, stating their Agreement, as applicable, upon all of the following:
   1. The scope of the change in the Work;
   2. The amount of the adjustment to the Contract Price and
   3. The extent of the adjustment to the Contract Times(s).

B. All changes in the Work authorized by the applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Town and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustment of such changes.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

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

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

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

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

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

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

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

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

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

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

TOWN OF FIRESTONE, COLORADO

_____

Don Conyac Jr, Mayor

ATTEST:

_____

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

_____

Marshall Keith Martin, Town Attorney

POINTS CONSULTING LLC

By: _____

EXHIBIT A

SCOPE OF SERVICES

Contractor's Duties: During the term of this Agreement, Contractor shall perform the following tasks, as directed by the Town:

- Task 1: Assessment of Demand
- Task 2: Assessment of Supply
- Task 3: Land Use, Environmental, & Regulatory Assessment
- Task 4: Economic & Financial Feasibility Analysis
- Task 5: Economic Impact Analysis
- Task 6: Implementation Plan
- Task 7: Report Delivery & Presentation

Deliverables:

- Comprehensive Project Outline Memo June-July 2025
- Market & Economic Summary Report July-August 2025
- Comprehensive Feasibility Study & Economic Impact Draft September-October 2025
- Comprehensive Implementation Plan Draft September-October 2025
- Final Comprehensive Feasibility Study & Implementation Plan October-November 2025

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 7.i **Discussion/Action** **Meeting Date:** May 28, 2025 **Initiated By:** **Department:** Town Clerk

AGENDA ITEM
Appointment of PTROC Members

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

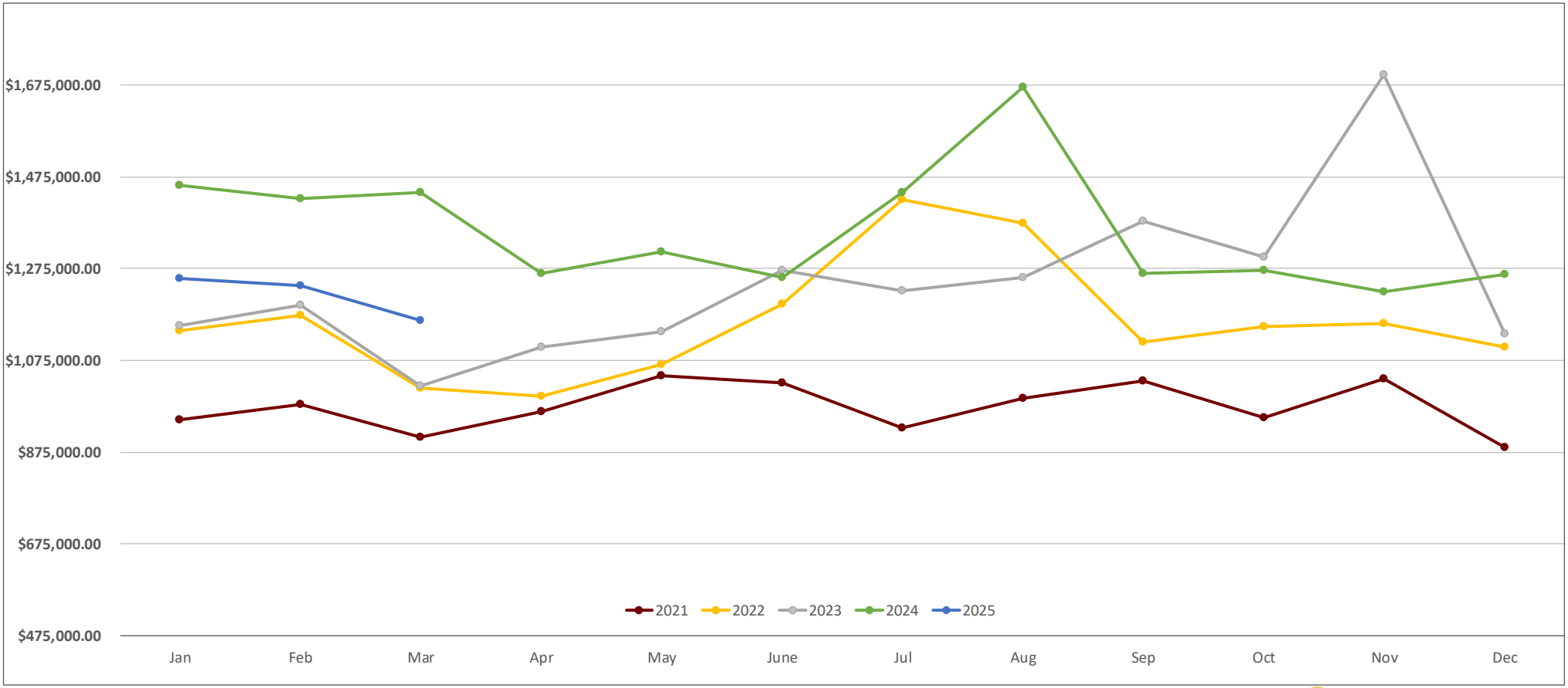
March 31, 2025

Jessica Clanton, Director of Finance

FIRESTONE
COLORADO

SALES & USE TAX

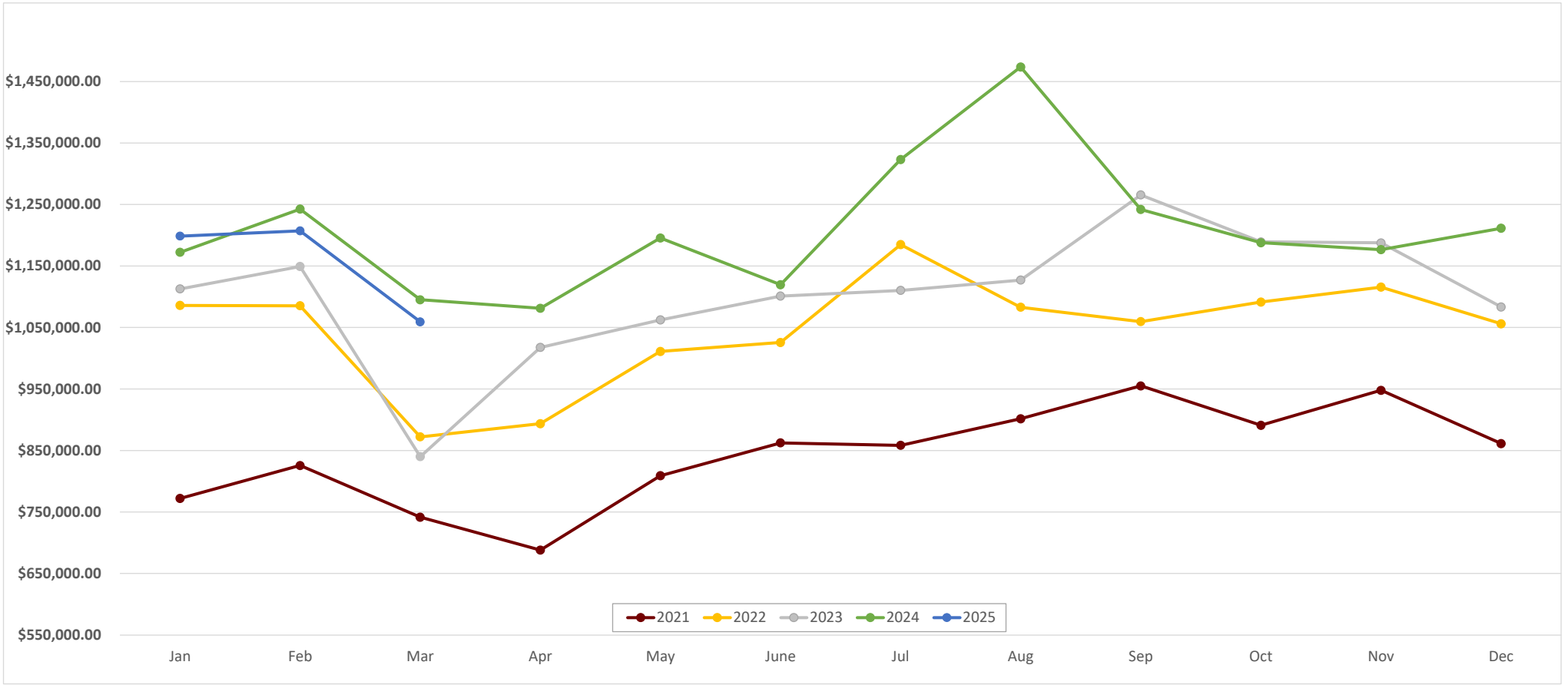
- Year to date collections $3,653,405
- Decrease of $671,429 or 66% when compared to the prior year



FIRESTONE
COLORADO

SALES TAX

- Year to date collections $3,465,047
- Decrease of $44,868 or 1% when compared to the prior year



FIRESTONE
COLORADO

GENERAL FUND REVENUE

	2025 Adopted Budget	Actual as of March 31, 2025	Over/(Under) Projected	Collection Rate	Prior Year Actual as of March 30, 2024	Over/(Under) Prior Year	Percent Difference
Revenues							
Taxes							
Property Taxes	$ 1,814,024	$ 637,660	$ (1,176,364)	35.15%	$ 575,513	$ 62,147	10.80%
Sales Taxes	10,033,622	802,183	(9,231,439)	7.99%	855,284	(53,101)	-6.21%
Use Tax	2,474,462	169,007	(2,305,455)	6.83%	706,988	(537,981)	-76.09%
Other Tax	245,960	27,804	(218,156)	11.30%	26,944	860	3.19%
Total Taxes*	**14,568,068**	**1,636,654**	**(12,931,414)**	**11.23%**	**2,164,729**	**(528,075)**	**-24.39%**
Intergovernmental Revenues	1,601,079	224,841	(1,376,238)	**14.04%**	115,500	109,341	**94.67%**
Licenses and Permits	3,135,916	266,675	(2,869,241)	**8.50%**	581,682	(315,007)	**-54.15%**
Fines and Forfeitures	162,024	93,034	(68,990)	**57.42%**	80,944	12,090	**14.94%**
Charges for Services & Fees	1,412,206	240,701	(1,171,505)	**17.04%**	212,538	28,163	**13.25%**
Other Revenues	533,687	239,556	(294,131)	**44.89%**	173,889	65,667	**37.76%**
Total Revenues	**21,412,980**	**2,701,461**	**(18,711,519)**	**12.62%**	**3,329,282**	**(627,821)**	**-18.86%**
Transfers In/(Out)	2,467,582	-	(2,467,582)	**0.00%**	-	-	**N/A**
Total Revenue	**$ 23,880,562**	**$ 2,701,461**	**$ (21,179,101)**	**11.31%**	**$ 3,329,282**	**$ (627,821)**	**-18.86%**

*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.

FIRESTONE
COLORADO

GENERAL FUND EXPENDITURES

	2025 Adopted Budget	Actual as of March 31, 2025	Over/(Under) Adopted Budget	Spending Rate	Prior Year Actual as of March 30, 2024	Over/(Under) Prior Year	Percent Difference
Legislative	$ 171,720	$ 29,505	$ (142,215)	**17.18%**	$ 21,864	$ 7,641	**34.95%**
Town Manager	1,924,117	1,573,182	(350,935)	**81.76%**	707,528	865,654	**122.35%**
Town Clerk	265,488	62,988	(202,500)	**23.73%**	60,762	2,226	**3.66%**
Marketing and Communications	916,099	203,090	(713,009)	**22.17%**	162,823	40,267	**24.73%**
Human Resources	676,862	121,438	(555,424)	**17.94%**	234,786	(113,348)	**-48.28%**
Finance	2,069,938	273,165	(1,796,773)	**13.20%**	296,536	(23,371)	**-7.88%**
Technology	1,168,669	272,476	(896,193)	**23.32%**	245,071	27,405	**11.18%**
Planning & Development	1,391,512	279,717	(1,111,795)	**20.10%**	215,905	63,812	**29.56%**
Police	7,396,534	1,575,838	(5,820,696)	**21.31%**	1,457,863	117,975	**8.09%**
Water & Community Resources	2,926,756	509,018	(2,417,738)	**17.39%**	1,051,940	(542,922)	**-51.61%**
Engineering & Utilities	3,316,134	635,945	(2,680,189)	**19.18%**	47,959	587,986	**1226.02%**
Economic Development	69,608	7,337	(62,271)	**10.54%**	12,884	(5,547)	**-43.05%**
Total Expenditures	**$ 22,293,437**	**$ 5,543,699**	**$ (16,749,738)**	**24.87%**	**$ 4,515,921**	**$ 1,027,778**	**22.76%**

FIRESTONE
COLORADO

CAPITAL PROJECTS FUND

	2025 Adopted Budget	Actual as of March 31, 2025	Over/(Under) Budget	Collection/ Spending Rates	Prior Year Actual as of March 30, 2024	Current Year Over/(Under) Prior Year	Percent Difference
Revenues							
Sales Taxes - 1%	$ 3,647,750	$ 245,020	$ (3,402,730)	6.72%	$ 243,803	$ 1,217	0.50%
Sales Taxes - .6%	2,630,093	201,191	(2,428,902)	7.65%	210,246	(9,055)	-4.31%
Use Tax	737,838	19,296	(718,542)	2.62%	107,930	(88,634)	-82.12%
Impact Fee Revenue	5,691,165	84,013	(5,607,152)	1.48%	985,466	(901,453)	-91.47%
Cash in Lieu	6,219,397	607,291	(5,612,106)	9.76%	-	607,291	N/A
Miscellaneous Revenues							
Grant Revenue	730,376	-	(730,376)	0.00%	-	-	N/A
Investment Earnings	405,120	171,208	(233,912)	42.26%	145,920	25,288	17.33%
Total Revenues	**20,061,739**	**1,328,019**	**(18,733,720)**	**6.62%**	**1,693,365**	**(365,346)**	**-21.58%**
Expenditures							
Capital Improvement Expenditures	9,669,646	208,457	(9,461,189)	2.16%	128,865	79,592	61.76%
Total Expenditures	**9,669,646**	**208,457**	**(9,461,189)**	**2.16%**	**128,865**	**79,592**	**61.76%**
Total Revenues Over/(Under) Expenditures	**10,392,093**	**1,119,562**	**(9,272,531)**	**10.77%**	**1,564,500**	**(444,938)**	**-28.44%**
Other Financing Sources/Uses	(4,205,288)	-	4,205,288	**N/A**	-	-	**N/A**
Revenues Over/(Under) Expenditures	**$ 6,186,805**	**$ 1,119,562**	**$ (5,067,243)**	**18.10%**	**$ 1,564,500**	**$ (444,938)**	**-28.44%**

*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.

FIRESTONE
COLORADO

WATER FUND

	2025 Adopted Budget	Actual as of March 31, 2025	Over/(Under) Budget	Collection/ Spending Rates	Prior Year Actual as of March 30, 2024	Current Year Over/(Under) Prior Year	Percent Difference
Revenues							
Charges for Services							
Operating Revenue	$ 16,459,483	$ 698,688	$ (15,760,795)	**4.24%**	$ 1,820,891	$ (1,122,203)	**-61.63%**
Impact Fee Revenue	145,562	3,120	(142,442)	**2.14%**	144,408	(141,288)	**-97.84%**
Native Water Dedication & Credit Fees	11,750,000	1,875,000	(9,875,000)	**15.96%**	10,000	1,865,000	**18650.00%**
Miscellaneous Revenues							
Investment Earnings	363,382	165,725	(197,657)	**45.61%**	188,005	(22,280)	**-11.85%**
Total Water Fund Revenues	**28,718,427**	**2,742,533**	**(25,975,894)**	**9.55%**	**2,163,304**	**579,229**	**26.78%**
Expenditures							
Operating Expenditures	9,851,394	1,240,139	(8,611,255)	**12.59%**	1,338,674	(98,535)	**-7.36%**
Capital Improvement Expenditures	14,695,976	1,509,711	(13,186,265)	**10.27%**	1,376,506	133,205	**9.68%**
Total Expenditures	**24,547,370**	**2,749,850**	**(21,797,520)**	**22.86%**	**2,715,180**	**34,670**	**1.28%**
Other Financing Uses	2,958,450	500	(2,957,950)	**0.02%**	900	(400)	**-44.44%**
Total Water Fund Expenditures	**27,505,820**	**2,750,350**	**(24,755,470)**	**10.00%**	**2,716,080**	**34,270**	**1.26%**
Revenues Over/(Under) Expenditures	**$ 1,212,607**	**$ (7,817)**	**$ (1,220,424)**	**-0.64%**	**$ (552,776)**	**$ 544,959**	**N/A**

FIRESTONE
COLORADO

STORMWATER FUND

	2025 Adopted Budget	Actual as of March 31, 2025	Over/(Under) Budget	Collection/ Spending Rates	Prior Year Actual as of March 30, 2024	Current Year Over/(Under) Prior Year	Percent Difference
Revenues							
Charges for Services							
Stormwater Charges	$ 751,516	$ 192,968	$ (558,548)	25.68%	$ 201,721	$ (8,753)	-4.34%
Impact Fee Revenue	794,341	398,580	(395,761)	50.18%	100,144	298,436	298.01%
Miscellaneous Revenues							
Investment Earnings	53,143	21,163	(31,980)	39.82%	22,254	(1,091)	-4.90%
Total Revenues	**1,599,000**	**612,711**	**(986,289)**	**38.32%**	**324,119**	**288,592**	**89.04%**
Expenditures							
Stormwater Collection	1,215,010	144,227	(1,070,783)	11.87%	191,507	(47,280)	-24.69%
Capital Improvement Expenditures	422,018	-	(422,018)	0.00%	2,135	(2,135)	-100.00%
Total Expenditures	**1,637,028**	**144,227**	**(1,492,801)**	**8.81%**	**193,642**	**(49,415)**	**-25.52%**
Revenues Over/(Under) Expenditures	**$ (38,028)**	**$ 468,484**	**$ 506,512**	**N/A**	**$ 130,477**	**$ 338,007**	**259.05%**

FIRESTONE
COLORADO

CAPITAL IMPROVEMENT PROJECTS

Project Description	2025 Adopted Budget	YTD Expenditures	Amount Remaining	2026 Estimate	2027 Estimate	2028 Estimate	2029 Estimate	5-Year Total	Funding Source
Historic Firestone Street Replacement	$ 1,140,243	$ -	$ 1,140,243	$ 1,375,000	$ 1,400,000	$ 1,425,000	$ 1,425,000	$ 6,765,243	1% Sales Tax
Pavement Maintenance	1,757,171	-	1,757,171	1,500,000	1,500,000	1,500,000	1,500,000	7,757,171	1% Sales Tax
Dust Control	150,000	61,044	88,956	130,000	130,000	130,000	130,000	670,000	1% Sales Tax
Street and Crosswalk Striping	75,000	-	75,000	100,000	150,000	150,000	150,000	625,000	1% Sales Tax
Street Signs Program	35,000	-	35,000	40,000	45,000	50,000	55,000	225,000	1% Sales Tax
Police and Muni Reconfiguration	104,406	-	104,406	18,000	186,630	-	-	309,036	.6% Sales Tax
Traffic Signal Upgrade	215,000	-	215,000	230,000	255,000	280,000	280,000	1,260,000	1% Sales Tax
Neighbor's Point Traffic Calming	780,000	290	779,710	-	-	-	-	780,000	Metro District/Trans. Impact Fees
WC Road 26 Bridge	1,194,448	34,605	1,159,843	825,000	-	-	-	2,019,448	Grant/1% Sales Tax
Denmore Reimbursement	143,750	-	143,750	-	1,500,000	2,100,000	-	3,743,750	Transportation Impact Fees
Sports Complex Improvements	800,000	-	800,000	-	-	-	-	800,000	Park Impact Fees
Mountain Shadows Park	115,000	-	115,000	400,000	-	-	-	515,000	Park Impact Fees
BoT Interface	55,445	-	55,445	-	-	-	-	55,445	.6% Sales Tax
Project NOLA-High Definition	71,000	-	71,000	-	-	-	-	71,000	1% Sales Tax
Central Park Feasibility	40,415	7,500	32,915	-	-	-	-	40,415	Park Impact Fees
WC Rd 20 Coal Ridge Ditch	1,974,938	33,404	1,941,534	-	-	-	-	1,974,938	BFURA
WC Rd 20 Coal Ridge Ditch	200,000	53,575	146,425	-	-	-	-	200,000	Grant
Colo Blvd and Pine Cone	258,000	-	258,000	-	-	-	-	258,000	Transportation Impact Fees
CIP - Ped. Bridge Feasibility	21,330	18,040	3,290	-	-	-	-	21,330	Park Impact Feed
ADA Ramps	50,000	-	50,000	-	-	-	-	50,000	CDBG Grant/1% Sales Tax/SFURA
Park Irrigation Tap Increase	88,500	-	88,500	70,800	35,400	-	-	194,700	1% Sales Tax
Prairie Ridge Park Play	400,000	-	400,000	-	-	-	-	400,000	1% Sales Tax
Total	**$ 9,669,646**	**$ 208,458**	**$ 9,461,188**	**$ 4,688,800**	**$ 5,202,030**	**$ 5,635,000**	**$ 3,540,000**	**$ 28,735,476**	
CONSERVATION TRUST FUND									
Sports Complex Improvements	$ 12,945	$ -	$ 12,945	$ -	$ -	$ -	$ -	$ 12,945	CTF
Settlers Park Improvements	25,000	-	25,000	-	-	-	-	25,000	CTF
Firestone Trail Improvements	6,234	3,339	2,895	-	-	-	-	6,234	CTF
Total	**$ 44,179**	**$ 3,339**	**$ 40,840**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 44,179**	
NORTHERN FIRESTONE URBAN RENEWAL AUTHORITY									
I25 & Firestone BLVD	$ 1,901,480	$ 7,751	$ 1,893,729	$ -	$ -	$ -	$ -	$ 1,901,480	Property Tax Increment
Total	**$ 1,901,480**	**$ 7,751**	**$ 1,893,729**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,901,480**	

FIRESTONE
COLORADO

CAPITAL IMPROVEMENT PROJECTS

Project Description	2025 Adopted Budget	YTD Expenditures	Amount Remaining	2026 Estimate	2027 Estimate	2028 Estimate	2029 Estimate	5-Year Total	Funding Source
Water Rights	$ -	$ 405,418	$ (405,418)	$ -	$ -	$ -	$ -	$ -	WF
Mtn Shadows Park Conversion	-	-	-	-	-	-	-	-	WF
NISP Participation	1,300,000	1,070,006	229,994	3,759,000	3,759,000	3,759,000	3,759,000	16,336,000	WF
Historic Firestone Water Line	1,241,455	-	1,241,455	1,225,000	1,250,000	1,275,000	1,275,000	6,266,455	WF
St. Vrain WTP Blend Pipeline - Phase 1	524,750	1,119	523,631	411,750	5,598,500	5,598,500	-	12,133,500	WF
SCADA Upgrade	306,821	-	306,821	100,000	100,000	100,000	100,000	706,821	WF
Firestone Reservoir #2	4,135,500	-	4,135,500	3,588,000	3,588,000	-	-	11,311,500	WF
Water Master Plan	175,899	7,715	168,184	-	-	-	-	175,899	WF
Alluvial Well Field #2	409,116	-	409,116	4,714,000	7,429,000	-	-	12,552,116	WF/Water Enterprise Bond
Coal Ridge Ditch Lateral Supply Pipeline	2,110,817	2,142	2,108,675	5,016,000	1,672,000	-	-	8,798,817	WF/Water Enterprise Bond
NISP Transfer Pipeline	152,000	-	152,000	1,000,000	422,000	422,000	422,000	2,418,000	WF
CWCWD Flow Control/Meter	1,925,665	15,586	1,910,079	1,718,750	-	-	-	3,644,415	WF/Water Enterprise Bond
St. Vrain WTP Expansion	634,500	4,423	630,077	634,500	5,075,500	5,075,500	5,075,500	16,495,500	WF/Water Enterprise Bond
Godding Ditch Conversion	108,820	-	108,820	632,600	-	-	-	741,420	WF
FAST Recharge Trench Pipeline	67,500	-	67,500	789,750	-	-	-	857,250	WF
Tank 2 Distr. Pipeline	687,500	-	687,500	1,500,000	5,797,000	5,797,000	5,797,000	19,578,500	WF/Water Enterprise Bond
Water Tank 2	375,000	-	375,000	375,000	4,500,000	4,500,000	-	9,750,000	WF
Managed Groundwater	540,633	3,303	537,330	506,250	-	-	-	1,046,883	Impact Fees
Total	**$ 14,695,976**	**$ 1,509,712**	**$ 13,186,264**	**$ 25,970,600**	**$ 39,191,000**	**$ 26,527,000**	**$ 16,428,500**	**$ 122,813,076**	
Stormwater Fee Study	60,000	-	60,000	-	-	-	-	60,000	SWF
Drainage Master Plan	57,018	-	57,018	-	-	-	-	57,018	Impact Fees
Stormwater Ditch Maintenance	100,000	-	100,000	50,000	50,000	50,000	50,000	300,000	SWF
Colo BLVD Drainage Crossing	155,000	-	155,000	-	-	-	-	155,000	SWF
Frontier Street Drainage	50,000	-	50,000						SWF
Total	**$ 422,018**	**$ -**	**$ 422,018**	**$ 50,000**	**$ 50,000**	**$ 50,000**	**$ 50,000**	**$ 572,018**	
TOWN-WIDE TOTAL	**$ 26,733,299**	**$ 1,729,260**	**$ 25,004,039**	**$ 30,709,400**	**$ 44,443,030**	**$ 32,212,000**	**$ 20,018,500**	**$ 154,066,229**	

FIRESTONE
COLORADO