



Firestone Downtown Development Authority

Regular Meeting Agenda

October 15, 2025

6:30 PM

9900 Park Avenue, Firestone, CO 80504

Town of Firestone DDA meetings can be viewed live online at www.firestoneco.gov/Agendas

1. Call to Order & Roll Call

2. Approval of Agenda

3. Consent Agenda

- a. Approval of the August 13, 2025 Firestone Downtown Development Authority Regular Meeting Minutes

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

5. Discussion/Action

- a. Swearing in of the Firestone Downtown Development Authority Board Member Jimenez

- b. Election of Chair, Vice Chair, and Treasurer

- c. **FDDA Resolution 2025- 06:** A RESOLUTION OF THE BOARD OF THE CENTRAL FIRESTONE DISTRICT APPOINTING LEGAL COUNSEL

- d. **PUBLIC HEARING: FDDA Resolution 2025-04:** A RESOLUTION OF THE FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY ADOPTING THE ANNUAL BUDGET AND APPROPRIATING EXPENDITURES FOR THE FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY FOR FISCAL YEAR 2026.

- e. **FDDA Resolution 2025-05:** A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE CENTRAL FIRESTONE DISTRICT REGARDING COORDINATION AND STAFFING OF SERVICES

6. Reports

If you need special assistance in order to participate in a Firestone Downtown Development Authority 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.

7. Adjournment

If you need special assistance in order to participate in a Firestone Downtown Development Authority 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**

Downtown Development Authority



AIM No.: 3.a

Consent Agenda

Meeting Date: October 15, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Approval of the August 13, 2025 Firestone Downtown Development Authority Regular Meeting Minutes

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

FINANCIAL CONSIDERATIONS

ATTACHMENTS

1. August 13, 2025 FDDA Meeting Minutes



**FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY
MINUTES**

August 13, 2025

1. Call to Order & Roll Call

The Downtown Development Authority of the Town of Firestone met for a Regular Meeting on August 13, 2025, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Board Member Conyac called the meeting to order at 06:00 PM.

The following were present upon the call of the roll:

Board Don Conyac, Jr.
Members: Frank A. Jimenez- **Excused**
Ray Byrd
Lorna Morton
Sean Doherty

2. Pledge of Allegiance

Board member Conyac led the pledge of allegiance.

3. Approval of Agenda

Motion by Board Member Doherty, **second** by Board Member Byrd, to Approve the Agenda. All in Favor, **Motion carried.**

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

Matt Holcomb, a Firestone resident, provided public comment regarding financial concerns between the authority and the board.

5. Discussion/Action

a. Board Member Oath of Office

b. Board Member Training

c. **FDDA Resolution 25-01**: A RESOLUTION ADOPTING THE BYLAWS OF THE FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY

Motion by Board Member Doherty, **second** by Board Member Morton, to Approve **FDDA Resolution 25-01**: A RESOLUTION ADOPTING THE BYLAWS OF THE FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY

Roll Call Vote:

Yes: Board Member Conyac, Board Member Byrd, Board Member Morton, Board

Member Doherty

No: None

Abstain: None

Motion carried.

- d. **FDDA Resolution 25-02:** A RESOLUTION ADOPTING AND RECOMMENDING APPROVAL OF THE FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY PLAN OF DEVELOPMENT

Motion by Board Member Morton, **second** by Board Member Byrd, to Approve **FDDA Resolution 25-02:** A RESOLUTION ADOPTING AND RECOMMENDING APPROVAL OF THE FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY PLAN OF DEVELOPMENT

Roll Call Vote:

Yes: Board Member Conyac, Board Member Byrd, Board Member Morton, Board Member Doherty

No: None

Abstain: None

Motion carried.

- e. **FDDA Resolution 25-03:** A RESOLUTION CALLING AN ELECTION TO BE HELD ON NOVEMBER 4, 2025, FOR THE PURPOSE OF SUBMITTING TO THE ELIGIBLE ELECTORS OF THE TOWN OF FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY CERTAIN TABOR BALLOT QUESTIONS AUTHORIZING THE AUTHORITY TO COLLECT, RETAIN, AND EXPEND REVENUES, AND REQUESTING APPROVAL OF THE ELECTION BY THE TOWN BOARD OF TRUSTEES

Motion by Board Member Doherty, **second** by Board Member Byrd, to Approve **FDDA Resolution 25-03:** A RESOLUTION CALLING AN ELECTION TO BE HELD ON NOVEMBER 4, 2025, FOR THE PURPOSE OF SUBMITTING TO THE ELIGIBLE ELECTORS OF THE TOWN OF FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY CERTAIN TABOR BALLOT QUESTIONS AUTHORIZING THE AUTHORITY TO COLLECT, RETAIN, AND EXPEND REVENUES, AND REQUESTING APPROVAL OF THE ELECTION BY THE TOWN BOARD OF TRUSTEES

Roll Call Vote:

Yes: Board Member Conyac, Board Member Byrd, Board Member Morton, Board Member Doherty

No: None

Abstain: None

Motion carried.

- f. Naming the Firestone Downtown Development Authority (DDA)

6. Reports

7. Adjournment

Motion by Board Member Byrd, **second** by Board Member Morton, to Adjourn. All in Favor, **Motion carried.**

Introduced and Approved the 15 DAY of October 2025.

TOWN OF FIRESTONE, COLORADO

ATTEST

FDDA Chair

FDDA Secretary

DRAFT

**AGENDA INFORMATION
MEMORANDUM**

Downtown Development Authority



AIM No.: 5.b

Discussion/Action

Meeting Date: October 15, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Election of Chair, Vice Chair, and Treasurer

SUMMARY

ARTICLE III, Section 2 of the Firestone Downtown Development Authority (FDDA) states the FDDA Board shall elect a Chair of the Board, a Vice Chair, and a Treasurer at the second meeting of the FDDA and annually thereafter at the first regular or special meeting of the Board.

Chair shall preside at all meetings of the Authority, sign contracts, deeds, and other instruments of the Authority, if authorized by Resolution, with attestation by the Secretary. At each meeting, the Chair shall submit such recommendations and information as he/she may consider proper concerning the business affairs and policies of the FDDA. The Chair shall have full power to vote on any issue except as otherwise provided herein.

Vice-Chair shall perform the duties of the Chair in the absence or incapacity of the Chair.

Treasurer shall keep, or cause to be kept, the financial records of the FDDA. The FDDA Board, by majority vote of its members, may delegate such responsibility to the Director of Finance.

Secretary of the FDDA Board is designated as the Town Clerk of the Town of Firestone.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

FINANCIAL CONSIDERATIONS

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

Downtown Development Authority



AIM No.: 5.c

Discussion/Action

Meeting Date: October 15, 2025

Initiated By:

Department: Administration

AGENDA ITEM

FDDA Resolution 2025- 06: A RESOLUTION OF THE BOARD OF THE CENTRAL FIRESTONE DISTRICT APPOINTING LEGAL COUNSEL

SUMMARY

This resolution is to appoint Brownstein Hyatt Farber Schreck, LLP (BHFS) as Special Counsel to the Central Firestone District (CFD).

BHFS brings extensive experience in representing municipalities and downtown development authorities across Colorado

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of Resolution authorizing execution of said Agreement

FINANCIAL CONSIDERATIONS

ATTACHMENTS

1. Engagement Agreement - The Central Firestone District (DDA) 10-2025
2. FDDA Resolution 2025-06 Engagement Agreement with Brownstein

Carolynne C. White
Attorney at Law
303.223.1197 tel
cwhite@bhfs.com

August 20, 2025

A.J. Krieger, Town Manager
The Central Firestone District (DDA)
9950 Park Avenue
Firestone, CO 80504

**RE: Engagement Agreement for Legal Services –The Central Firestone District (DDA)
General Legal Advice**

Dear A.J.:

Thank you for selecting Brownstein Hyatt Farber Schreck, LLP (“Brownstein” or the “Firm”) to serve as legal counsel to The Central Firestone District (DDA) (“TCFD” or “you”) with regard to general legal advice. We are very pleased and privileged to work with you, and we appreciate the opportunity to represent you. The purpose of this engagement letter (the “Agreement”) and the attached Standard Terms and Conditions which are incorporated into this letter by this reference (the “Terms”) is to outline the nature and scope of the engagement and our respective responsibilities and expectations.

The Client: The Firm will represent TCFD, but not individual elected officials or staff, or other affiliated entities.

Scope of Engagement: This Agreement and the Terms apply to the engagement described above as well as future engagements with respect to which you ask and the Firm agrees to represent you, unless we execute a separate agreement for one or more separate engagements. Services rendered to you prior to your signing this Agreement are subject to the provisions of this Agreement and the Terms.

Staffing, Fees, Costs and Billing Arrangements: In the course of our representation, it is anticipated that I will supervise and coordinate most of the work on this matter, with the assistance of any attorneys, land use planners, paralegals, law clerks, legal assistants, and other staff working with me. My discounted hourly rate is \$870. I can be reached directly at 303.223.1197 and via email at cwhite@bhfs.com. Angela Hygh will be assisting me on this matter. Angela’s discounted hourly rate is

A.J. Krieger, Town Manager
The Central Firestone District (DDA)
August 20, 2025
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\$530 and she can be reached directly at 303.223.1143 and via email at ahygh@bhfs.com. To best serve your interests, we may assign other attorneys affiliated with the Firm to represent you if, in our judgment, that becomes necessary or desirable. We also may assign attorneys who are independent contractors to the Firm and whose hourly billing rate will be passed on to you with a factor for the firm's overhead and profit.

Our fees are based primarily on the actual amount of time spent by our attorneys and other professionals performing services for you, including attending, conducting or making, as applicable, telephone calls, conferences, court appearances, research and investigations, traveling, and preparing letters, pleadings, briefs, agreements, and other documents. We will bill for our services at our applicable hourly billing rates in effect at the time we render the services, which are available upon request. In the course of providing services to you, it may be necessary for us to incur certain costs. You agree to reimburse us in accordance with the Terms for all reasonable costs that we actually incur and for the Firm's administrative fee. For more information on billing, including third party and other costs for which you will be billed, rate changes and other factors affecting fees and other charges, please refer to the Terms.

Billing Period and Payments: We will bill you on a monthly basis or such other periodic basis as we may determine. Except as otherwise set forth herein, you agree to make payment of all outstanding fees and costs within 30 days of your receipt of a billing statement. We reserve the right to charge interest on overdue amounts at the rate of 1.5% per month, or the maximum interest rate permitted by law, whichever is less, from the date due until paid. You agree to pay such interest on the outstanding balance in addition to the balance of fees and expenses due.

Retainer Deposit: Due to our ongoing working relationship with the Town of Firestone, and the nature of the work to be performed, we will not be requesting a retainer from you at this time. We reserve the right to require a deposit in the future if we feel that circumstances warrant it, and in such event you agree to post such a deposit

Conflicts of Interest: We have conducted a search in our conflicts database of your name and the names of your owners, principals and affiliates and all adverse parties and their owners, principals and affiliates that you provided to us, as applicable. Based on the information provided, we have discovered no conflicts. To help us continue to assess conflicts, however, we will depend on you to keep us advised of changes in TCFD's owners, principals, affiliates and potential adverse parties that might affect our analysis of actual or potential conflict of interests.

Complete Agreement: This Agreement and the Terms contain all the terms and provisions of and related to our engagement. This Agreement and the Terms may only be amended in a writing signed by a representative of the Firm and you.

A.J. Krieger, Town Manager
The Central Firestone District (DDA)
August 20, 2025
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If you agree with the terms and provisions of this Agreement and the Terms, please countersign this letter where indicated below and return it to us at your earliest opportunity. If you have any questions, please feel free to contact me or a member of our team.

Sincerely,

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By: 

Carolynne C. White

Acceptance of Agreement and Standard Terms and Conditions:

The undersigned entity represents and warrants that it has the power and authority and that the individual signing on its behalf below has been authorized to enter into and sign this Agreement. The undersigned does hereby engage Brownstein Hyatt Farber Schreck, LLP in accordance with the terms of this Agreement and the attached Standard Terms and Conditions, effective as of the date of this Agreement.

THE CENTRAL FIRESTONE DISTRICT (DDA)

By: _____
A.J. Krieger, Town Manager

BROWNSTEIN HYATT FARBER SCHRECK, LLP
STANDARD TERMS AND CONDITIONS

Duties of the Parties: Brownstein Hyatt Farber Schreck, LLP (the “Firm”) agrees to represent you in accordance with the accompanying Engagement Agreement for Legal Services (the “Agreement”) and these Standard Terms and Conditions (the “Terms”). You agree to fully cooperate with us, be open and truthful, provide us with complete information pertaining to the representation, keep us informed of developments, promptly respond to our inquiries and communications, and pay our bills in a timely manner.

Fees: We record time in 6-minute increments unless other arrangements are made, and our billing statements will be based on time recorded in those increments. You agree to pay our fees based on time expended on your behalf, computed on an hourly basis at our then applicable rates for this engagement for the applicable attorneys and staff assigned to the matter. Generally speaking, these hourly rates currently are, with limited exceptions, as follows:

Shareholders:	From \$470 to \$1,575 per hour
Counsel:	From \$435 to \$1,285 per hour
Associates:	From \$380 to \$ 670 per hour
Lit Support Analysts:	From \$210 to \$ 430 per hour
Land Use Planners:	From \$255 to \$ 560 per hour
Paralegals:	From \$170 to \$ 485 per hour
Law Clerks:	From \$260 to \$ 455 per hour
Legal Assistants:	From \$135 to \$ 345 per hour

We change our rates, as well as our other standard charges, from time to time (typically on January 1 of a calendar year), to reflect competitive or market conditions, inflation, changes in attorney seniority or status, changes to our rates generally, changes in the nature or scope of the services performed and other factors. Unless otherwise agreed to in writing, you agree that any new rates or charges apply prospectively to all matters then being handled by the Firm for you. You agree to pay all fees billed at the then-current rates. Individual rate changes will be reflected in the first billing statement that includes the new rates and will be evident from the information you receive with each bill.

Outside Contract Attorneys and Legal Assistants: You agree that we may utilize contract attorneys and legal assistants who are supervised by our attorneys but not employed by the Firm, and who may reside inside or outside of the United States. Contract attorneys typically will be billed at the rates of the attorneys at the firm who provide a comparable, applicable level of service, if not otherwise agreed to in writing.

In-House Costs and External Expenses: In addition to fees incurred for legal work, your statement will include other charges and costs, some of which are summarized below, that you agree to pay.

Charges for long distance telephone calls, in-office copying, ordinary postage, and deliveries made by in-house staff are covered by an administrative fee, currently calculated at 2.5% of fees incurred. This administrative fee is charged in lieu of itemizing those costs.

Other costs which you agree to pay include, but are not limited to: computer-assisted legal research; third party vendor fees (including document copying, transcript production, depositions, e-discovery file processing, and trial preparation materials); messenger and other delivery fees; the cost of licensing and installing special computer applications used to manage your case; secretarial overtime (when required by the urgency of your matter); extraordinary administrative, technical or accounting support; professional mediator, arbitrator, and/or special master fees; other vendor costs; and reasonable expenses for travel, meals and hotel accommodations.

For matters that involve e-Discovery, it may be necessary for the Firm to undertake the tasks of collecting, processing, filtering, hosting, reviewing and/or producing electronic data. A listing of e-Discovery services along with the specific rate at which each service will be billed, which accounts for both the Firm’s direct cost and overhead and related expenses, is available upon request. Charges for services such as hosting may continue to be billed for as long as we continue to maintain e-Discovery data in an active or inactive server environment.

We may select experts, consultants and investigators who in our judgment are necessary to aid in the preparation of your matter. We will inform you of the persons selected and their charges. You authorize us to incur all reasonable costs and to hire such experts, consultants and investigators, and you agree to pay these expenses.

At our discretion, all costs may be included on your statement or billed directly to you. We may also require that you advance to us the estimated amount for such items prior to our incurring them on your behalf. You agree to pay such costs, and we assume no obligation to advance any costs on your behalf or to pay vendors, experts, consultants or other third parties we engage on your behalf.

Estimates Not Binding: It is often impractical to determine in advance the amount of time and effort that will be needed to complete all the necessary work on a matter or the total

amount of fees, charges, and costs that may be incurred. Additionally, if any estimates or budgets are provided, they may need to be adjusted upward or downward in response to changing circumstances. Accordingly, unless otherwise expressly agreed in writing, our estimates and budgets are not intended to be binding, are subject to unforeseen or unanticipated circumstances, and do not limit or “cap” our fees and other charges or costs.

No Guarantees: Comments or expressions of opinion about the potential outcome of your matter or any phase thereof are expressions of opinion only. We cannot guarantee the outcome or make any promises in that regard. Unless otherwise specifically agreed in writing, our fees are not contingent upon the outcome or completion of a matter.

Billing Disputes: You agree to inform us of any dispute you may have with respect to a billing statement within ten (10) days of the statement date. Even if you dispute a portion of a billing statement, you agree to pay the undisputed portion within 30 days of your receipt of the statement. You will be responsible for any costs of collection incurred by the Firm, including reasonable attorneys’ and paralegals’ fees and costs.

Retainer Deposits: You agree to pay advance fee deposits in accordance with the provisions of the Agreement and the Terms. In addition, for matters involving litigation, arbitration, or adjudication of disputes in other tribunals, we reserve the right to request from you an additional deposit before trial or hearing in an amount reflective of the anticipated fees and costs of that proceeding. You agree to timely provide such a deposit. If you do not provide this deposit, we shall have the right to withdraw from this representation, consistent with our obligations under applicable law and the rules of professional conduct, and you agree not to oppose our withdrawal.

Responses to Auditors’ Inquiries: We are frequently asked to provide information to third-party auditing firms regarding legal matters of our clients. We respond to those inquiries with the same level of care that we use to handle our clients’ other legal work, and we will charge for these services at the hourly rates applicable to your engagement. When an auditing firm requests information on your behalf, that request will be deemed to be your consent for us to disclose the requested information to that auditing firm and to bill for those services.

Permission to List the Company as a Client: Occasionally, we may provide lists of representative clients or matters to legal or other publications and may use our clients’ names or a description of their matters in marketing materials. Unless

you instruct otherwise, you agree that such use is acceptable.

Communications and Special Requirements: During the course of our engagement, we may exchange emails and electronic versions of documents with you using commercially available software. Such communications are occasionally victimized by the creation and dissemination of viruses and other destructive electronic programs and hackers who compromise the privacy of electronic communications. Our virus scanning software may also occasionally reject a communication that you send to us, or we may send you a message that is rejected by your system. Although infrequent, these occurrences are to be expected as part of the ordinary course of business. Accordingly, we cannot guarantee that our communications and documents will always be virus-free or immune from invasions of expected privacy. If for these or other reasons you would prefer or require that we not use electronic communications or that we follow special instructions or encrypt emails or other communications, you should promptly advise in writing those working on your matters of such preferences or requirements.

Public Policy Services and Business Conflicts: The Firm provides a wide array of public policy services to many clients around the world. These services include legislative and administrative representation on matters that may affect your interests, directly or indirectly. As a condition of our undertaking to represent you, you hereby waive any objection to any conflict of interest that might be deemed to be created by our representation of other clients in legislative or administrative policy matters that are unrelated to the specific representation we have been asked to undertake on your behalf. Your waiver permits us to represent another client in advocating a change in law or policy areas even if the policy we advocate would or might have a direct or indirect adverse impact upon your interests.

Ownership of Records and Files: You understand and agree that your client file consists of any correspondence, legal memoranda, pleadings, agreements, or other documents that the Firm retains in its electronic document management system, which is duplicated in hard copy. It is our policy to destroy all client files (including all documents and materials therein) no less than eight years following completion of each matter. This file destruction procedure is automatic, and you will not receive further notice prior to the destruction of these files. Accordingly, we advise you to maintain your own files relating to the matters which we are handling. Alternatively, you may request, prior to our scheduled destruction date, that we deliver all or certain

portions of these client files to you rather than destroying them.

Termination: You may terminate our services at any time. If you choose to do so, you agree to give us prompt notice of the termination. Upon such termination, you will remain obligated to pay for all services rendered and costs paid or incurred on your behalf before the termination or which are reasonably necessary thereafter. If we are attorneys of record in any proceeding, you agree to promptly execute and return to us appropriate documents effecting our substitution or withdrawal. We will promptly return to you any remaining balance of your retainer as well as a copy of your client file, as described above.

Except to the extent limited by applicable law or rules of professional conduct, we may also withdraw from this representation at any time. We may withdraw, by way of example, if:

- You fail to fulfill an obligation to the Firm or to honor the terms of the Agreement or these Terms, such as by failing to pay our statements or to post deposits in a timely manner;
- You make it unreasonably difficult to represent you;
- Our continued representation of you will result in an unreasonable financial burden on the Firm; or
- Facts or circumstances arise that, in our view, render our continuing representation unlawful or unethical.

If we elect to withdraw, you agree to take all steps reasonably necessary to free us of any obligation to perform further services. Notwithstanding such withdrawal, you will remain obligated to pay us for all services provided and to reimburse us for all costs paid or incurred on your behalf before the termination or which are reasonably necessary thereafter.

Our representation of you will be considered terminated at the earliest of your termination of our representation, our withdrawal from our representation of you, or the substantial completion of our work for you (as may be evidenced by a final bill, by a substantial period of inactivity, or otherwise).

Disputes: All disputes arising out of or relating to the Agreement and these Terms shall be resolved in a binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitration will take place in, and be administered in

accordance with the laws of, the state in which the legal services provided by the Firm were primarily performed. The arbitrator shall award the substantially prevailing party its reasonable attorney fees and costs, and judgment on the award may be entered by a court of competent jurisdiction.

Interpretation and Effective Date: The Agreement and these Terms supersede all other prior and contemporaneous written and oral agreements and understanding between us, including any outside counsel guidelines or service level agreements, or the like, that you adopt, unless such outside counsel guidelines or service level agreements have been provided to us prior to the date of the Agreement or unless the Agreement and these Terms have been made expressly subject thereto. You acknowledge that no promises have been made to you by us other than those in the Agreement and these Terms. In the event that these Terms conflict with the Agreement, the Agreement will govern. If any provision of these Terms or the Agreement is found unenforceable, the remaining provisions will remain in effect. If the Agreement does not take effect for any reason, you will still be required to pay us the reasonable value of any services we performed for you and all costs actually and reasonably incurred on your behalf.

FDDA RESOLUTION 2025-__
A RESOLUTION OF THE BOARD OF THE CENTRAL FIRESTONE DISTRICT
APPOINTING LEGAL COUNSEL

WHEREAS, pursuant to C.R.S. § 31-25-801 *et seq.* (the “DDA Act”), the Central Firestone District (the “CFD”) is a downtown development authority duly established upon approval of the qualified electors, as defined in the DDA Act, at a special election on July 1, 2025, and authorized to exercise all powers provided for in the DDA Act; and

WHEREAS, the CFD requires the ongoing provision of legal services in the capacity of general counsel; and

WHEREAS, the CFD desires to appoint law firm Brownstein Hyatt Farber Schreck, LLP as general counsel to the CFD.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CENTRAL FIRESTONE DISTRICT:

Section 1. The Board hereby appoints Brownstein Hyatt Farber Schreck, LLP, to serve as general counsel to the CFD.

Section 2. The Board has duly considered and hereby approves the Engagement Agreement for Legal Services, in substantially the form attached hereto as Attachment 1, and directs and authorizes the Chair to execute the same on behalf of CFD.

Section 3. This Resolution shall take effect upon its adoption by the Board.

INTRODUCED, READ AND ADOPTED this ___ day of _____, 2025.

CENTRAL FIRESTONE DISTRICT

By _____
Chair, DDA Board

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

Attachment 1: Engagement Agreement for Legal Services

**AGENDA INFORMATION
MEMORANDUM**

Downtown Development Authority



AIM No.: 5.d

Discussion/Action

Meeting Date: October 15, 2025

Initiated By: Jessica Clanton

Department: Finance

AGENDA ITEM

PUBLIC HEARING: FDDA Resolution 2025-04: A RESOLUTION OF THE FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY ADOPTING THE ANNUAL BUDGET AND APPROPRIATING EXPENDITURES FOR THE FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY FOR FISCAL YEAR 2026.

SUMMARY

Public notice of the hearing for the 2026 Firestone Downtown Development Authority budget was published in the Longmont Times-Call on October 8, 2025 stating that the proposed 2026 Firestone Downtown Development Authority budget would be available for review at the Town Clerk's office. The notice states that consideration by the Authority would take place on October 15, 2025.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Staff recommends approval of FDDA Resolution 25-04.

FINANCIAL CONSIDERATIONS

ATTACHMENTS

1. DDA Reso 2025-04
2. DDA

FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY

RESOLUTION NO. 2025 - 04

**A RESOLUTION OF THE FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY
ADOPTING THE ANNUAL BUDGET AND APPROPRIATING EXPENDITURES
FOR THE FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY FOR FISCAL
YEAR 2026**

WHEREAS, the proposed annual budget for the Firestone Downtown Development Authority (the “**Annual Budget**”) for the fiscal year beginning January 1, 2026 and ending December 31, 2026 (the “**Fiscal Year 2026**”) attached as **Exhibit A** and incorporated herein by reference, has been prepared and submitted to the Board of Commissioners; and

WHEREAS, the Annual Budget contains all of the matters required by law and is in balance as required by law; and

WHEREAS, a public hearing has been held on the Annual Budget following public notice of the same;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY:

Section 1. The Annual Budget is hereby approved and adopted.

Section 2. Moneys are hereby appropriated for the Fiscal Year 2026 as provided in the Annual Budget.

Section 3. The Recording Secretary and the Treasurer of the Firestone Downtown Development Authority are hereby directed to file a certified copy of the 2026 Annual Budget with the office of the Division of Local Government, Department of Local Affairs, State of Colorado, as required by C.R.S. § 29-1-101, et seq.

INTRODUCED, READ AND ADOPTED this 15th day of October, 2025.

FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY By:

_____, Chairperson

ATTEST:

Miriam Granados Luna, CMC, Recording Secretary

Exhibit A

Annual Budget

[attached-__ pages]

DDA - Fund Summary

	2024 Audited Amounts	2025 Adopted Budget *	2025 Year-End Forecast	2026 Proposed Budget
Revenue				
Taxes	\$ -	\$ -	\$ -	\$ -
Total Revenue	-	-	-	-
Expenditures:				
Personnel	-	-	-	114,337
Purchased Services	-	175,000	175,000	86,000
Total Expenditures	-	175,000	175,000	200,337
Excess/(Deficiency) of Revenues Over Expenditures	-	(175,000)	(175,000)	(200,337)
Other Financing Sources/(Uses):				
Transfers In	-	175,000	175,000	200,337
Total Other Financing Sources/(Uses)	-	175,000	175,000	200,337
Net Change In Fund Balance:	-	-	-	-
Cumulative Fund Balance				
Beginning Fund Balance	-	-	-	-
Ending Fund Balance	-	-	-	-
Less Restrictions, Commitments, & Assignments:				
Committed Fund Balance	-	-	-	-
DDA Improvements	-	-	-	-
Unassigned Fund Balance	\$ -	\$ -	\$ -	\$ -

Revenue Detail

	2024 Audited Amounts	2025 Adopted Budget *	2025 Year-End Forecast	2026 Proposed Budget
Taxes				
Property Tax	-	-	-	-
Total Taxes	-	-	-	-
Total Revenues	\$ -	\$ -	\$ -	\$ -

Expenditure Detail

	2024 Audited Amounts	2025 Adopted Budget *	2025 Year-End Forecast	2026 Proposed Budget
Personnel				
Regular Wages	-	-	-	88,607
Stipend	-	-	-	105
Medicare	-	-	-	1,287
Unemployment Insurance	-	-	-	267
Retirement Contributions	-	-	-	13,122
Medical Benefits	-	-	-	10,223
Life/Disability Benefits	-	-	-	726
Total Personnel	-	-	-	114,337
Purchased Services				
Legal Services	-	75,000	75,000	36,000
Consulting Services	-	100,000	100,000	50,000
Total Purchased Services	-	175,000	175,000	86,000
Total Expenditures	\$ -	\$ 175,000	\$ 175,000	\$ 200,337

**AGENDA INFORMATION
MEMORANDUM**

Downtown Development Authority



AIM No.: 5.e

Discussion/Action

Meeting Date: October 15, 2025

Initiated By: Raelynn Ferrera

Department: Administration

AGENDA ITEM

FDDA Resolution 2025-05: A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE CENTRAL FIRESTONE DISTRICT REGARDING COORDINATION AND STAFFING OF SERVICES

SUMMARY

This Resolution is to approve an Intergovernmental Agreement (IGA) between the Town of Firestone and the Central Firestone District regarding the Coordination and Staffing of Services. The IGA outlines staffing services the Town will provide, sets guidelines for staffing and resource sharing, and establishes that Support Services shall be considered a loan until all such expenses can be fully reimbursed.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

FINANCIAL CONSIDERATIONS

ATTACHMENTS

1. FDDA Resolution 2025-05 Staffing of Services BOT and CFD
2. Central Firestone District - IGA for administrative sharing with Town of Firestone - Final

FDDA RESOLUTION 2025-05

**A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF FIRESTONE AND THE CENTRAL FIRESTONE
DISTRICT REGARDING COORDINATION AND STAFFING OF SERVICES**

WHEREAS, pursuant to C.R.S. § 31-25-801 *et seq.* (the “DDA Act”), the Central Firestone District (the “CFD”) is a downtown development authority duly established upon approval of the qualified electors, as defined in the DDA Act, at a special election on July 1, 2025, and authorized to exercise all powers provided for in the DDA Act; and

WHEREAS, the Town of Firestone (the “Town”) is a statutory town of the State of Colorado authorized to exercise its powers under and pursuant to the Colorado Constitution and state law; and

WHEREAS, the Town and CFD desire to enter into an intergovernmental agreement (the “IGA”) to confirm their mutual understandings regarding the provision of support services to CFD by the Town; and

WHEREAS, Colorado law, C.R.S. § 29-1-201 *et seq.*, authorizes and encourages local governments to contract with one another to provide any function, service, or facility, and C.R.S. § 31-25-808(1)(f) authorizes CFD to enter into contracts with the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CENTRAL FIRESTONE DISTRICT:

Section 1. The Board hereby makes and adopts the determinations and findings contained in the Recitals set forth above.

Section 2. The Board has duly considered and hereby approves the IGA, in substantially the form attached hereto as Attachment 1, and directs and authorizes the Chair to execute the IGA on behalf of CFD, subject to technical additions, deletions and variations as the Special Counsel to CFD may determine to be necessary and appropriate to protect the interests of the CFD or to effectuate the purposes of this Resolution.

Section 3. This Resolution shall take effect upon its adoption by the Board.

INTRODUCED, READ AND ADOPTED this ___ day of _____, 2025.

CENTRAL FIRESTONE DISTRICT

By _____
Chair, DDA Board

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Angela Hygh, Attorney

Attachment 1: IGA

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF FIRESTONE AND THE CENTRAL FIRESTONE DISTRICT REGARDING
COORDINATION AND STAFFING OF SERVICES

This Intergovernmental Agreement (this “IGA”) is entered into by and between the TOWN OF FIRESTONE, COLORADO, a statutory town of the State of Colorado (the “Town”), and THE CENTRAL FIRESTONE DISTRICT, a body corporate and politic of the State of Colorado (“CFD”) (individually, a “Party” and collectively, the “Parties”) and shall be effective as of _____, 2025 (the “Effective Date”).

WHEREAS, the Town is a statutory town of the State of Colorado authorized to exercise its powers under and pursuant to the Colorado Constitution and state law; and

WHEREAS, CFD is a public body corporate and politic duly organized and existing under the laws of the State of Colorado as a downtown development authority pursuant to Section 31-25-801 et seq., C.R.S., as amended (the “DDA Act”); and

WHEREAS, the Town and CFD desire to enter into this IGA to confirm their mutual understandings regarding the provision of support services to CFD by the Town; and

WHEREAS, Colorado law, C.R.S. § 29-1-201 *et seq.*, authorizes and encourages local governments to contract with one another to provide any function, service, or facility, and C.R.S. § 31-25-808(1)(f) authorizes CFD to enter into contracts with the Town.

AGREEMENT

1. Support Services.

(a) Services. The Parties agree the Town in its sole and absolute discretion may provide support services to CFD to carry out the duties, operations and functions of CFD. Support services may include, without limitation, administrative, personnel, managerial, planning, financing, accounting, engineering, and other services, including Town employee and/or outside consulting services (“Support Services”). The Town Board of Trustees shall provide direction to the Assistant Town Manager, subject to budgetary requirements, regarding the utilization of Support Services to be provided by the Town to CFD to carry out the duties, operations and functions of the CFD. Nothing in this Agreement obligates the Town Board of Trustees to appropriate or expend any particular or certain sum of monies for Support Services to be provided to CFD during any given fiscal year. Moreover, nothing herein shall be construed as prohibiting CFD from contracting with third parties to provide all or a portion of such Support Services.

(b) Reimbursement to Town by CFD for Support Services.

(i) Until CFD establishes a reliable and consistent revenue stream from which it can employ and retain its own staff and personnel to perform the Support Services, the Town may use Town employees to provide and perform such Support Services for CFD. It is the intention of the Parties that the Support Services performed by Town employees for CFD during this period of time shall not unduly

interfere with the ability of such employees to carry out their duties and responsibilities at the Town. It is further understood and intended by the Parties that the Town's contribution of Town staff time and resources for Support Services during this period shall be considered a loan until all such expenses are fully reimbursed by CFD. While providing Support Services for CFD during this period, CFD will record and document any and all Town employee work time attributable to providing such services in the manner set forth in paragraph iii, below, and shall provide such documentation to the Town not later than the 20th day of each month. The Town, in turn, will keep a full and accurate accounting of such expenses, and the final determination of the full reimbursement payment due from CFD shall be made at the time of Reconciliation pursuant to the following paragraph.

(ii) Upon establishment of a reliable and consistent revenue stream for CFD, the Town shall submit to CFD a final accounting of all expenses incurred in providing Support Services prior to such time and the total reimbursement due and owing at such time, including the balance of any Operating Funds advanced to CFD, and CFD shall reimburse the Town for all such amounts pursuant to a payment plan mutually agreeable to the Parties (the "Reconciliation"). Not later than the 20th day of each month following the establishment of a reliable and consistent revenue stream for CFD, the Town shall file a claim with CFD for Support Services rendered during the immediately preceding calendar month, including therein all costs of providing Town staff and Support Services set forth in this Agreement. Such claims shall be in sufficient detail and include salaries, benefits and other costs incurred by the Town and shall sufficiently designate the type of Support Service performed by the applicable Town staff so that CFD might properly determine the funds to which such Support Services are to be charged. Upon approval by CFD, the Town's claim shall be promptly paid.

(iii) That portion of each Town employee's work time attributable to providing Support Services to CFD, which shall be calculated by multiplying (a) the approximate amount of hours worked by such Town employee providing Support Services to CFD in the applicable time period divided by the total amount of time such Town employee spent performing the duties of a Town employee in the applicable time period, by (b) the Town employee's base salary for the applicable time period.

2. Advance of Operating Funds. While not anticipated to be necessary, the Town may annually advance to CFD an amount of operating funds ("Operating Funds") to be determined by appropriation by the Town Board of Trustees, which shall be considered a loan until all such funds are fully reimbursed by CFD at the time of Reconciliation as set forth in Section 1(b), or pursuant to a repayment plan mutually agreeable to the Parties. Operating Funds shall be used by CFD for Support Services and other costs incurred by CFD in accordance with the DDA Act, this IGA and approved Town and CFD budgets.

3. Executive Director; Conditions of Employment. The Assistant Town Manager or his or her designee is authorized to serve as interim Executive Director of CFD until such time as CFD in its discretion appoints and employs its own Executive Director, subject to Town Board

approval. CFD shall not enter into any Executive Director and/or staff employee agreements or amendment thereto with the Assistant Town Manager or his or her designee without approval of the Town Board of Trustees. Instead, CFD will hire its Executive Director subject to approval by the Town Board of Trustees upon providing the Town notice of its intention to hire an Executive Director. The Town Manager will sit on CFD's selection committee for the Executive Director position as a voting member, but his/her vote alone will not control the recommendation of the selection committee. The Town Manager or his/her designee shall coordinate the selection process. The Executive Director shall be a contract employee of CFD; said contract may be renewable annually.

(a) The salary of the Executive Director shall be established by the Town Board of Trustees through the Town Board's approval of CFD's annual budget as set forth in Section 10(a), below. The Parties intend that the salary and other benefits of the Executive Director shall be established in accordance with the salaries and other benefits provided for administrative officials of the Town performing duties of comparable responsibility.

(b) The Town Board and CFD, jointly, shall have the exclusive authority to terminate the Executive Director by a majority vote in joint session. A joint session for this purpose may be initiated by either the Town Board or the CFD Board, and shall be officially called for and presided over by the Mayor. Any individual serving concurrently on both the Town Board and the CFD Board shall be entitled to only one vote in such joint session.

(c) The Executive Director shall be a contract employee of CFD, and nothing herein shall be construed to establish the Executive Director as an employee of the Town in any manner.

(d) The terms and conditions of the Agreement shall be and are hereby made a part of any employment contract which CFD may have with any Executive Director, and said Executive Director shall be bound by this Agreement.

(e) The Executive Director shall be supervised by CFD in all of his/her activities, but he/she shall also respond to and interact with the Town Manager on a regular basis in the same manner as a Town Department Director.

4. Employees of CFD. Upon establishment of a reliable and consistent revenue stream for CFD, CFD may, from time to time as CFD deems necessary, employ or retain Town staff and personnel, subject to the Town Board of Trustees's approval, to exercise CFD's powers, duties, and functions authorized by the DDA Act and all other laws of the State of Colorado. All CFD staff and personnel shall exercise and provide such powers, duties, and functions and shall allocate reasonable time to devote to CFD matters. All CFD staff and personnel, except the Executive Director, shall be subject to the Town's personnel policies and procedures. No CFD staff or personnel shall be entitled to the benefits of Town employees. However, the Town may decide to allow CFD employees to participate in the Town's life, health and dental insurance, vision service plan, and other benefits offered to Town employees. Payment for such benefits shall be made from the appropriate CFD fund to the appropriate Town fund at the employee rate allocated to Town operating budgets, based on budgeted payroll costs.

5. Legal Counsel. While not anticipated to be necessary, the Town may provide funds for CFD's legal counsel in order for CFD to properly exercise its powers, duties and functions authorized by the DDA Act and all other laws of the State of Colorado. This financial support shall not create an attorney-client relationship between CFD's legal counsel and the Town or the Town Attorney and CFD.

6. Town Participation in CFD Meetings. The Town Manager or his/her designee may participate freely in all of CFD's meetings including all executive sessions and closed meetings.

7. Town Participation in Undertakings and Activities. The Town Board, in conjunction with the Town Manager, may submit written reports or statements about any of CFD's major decisions prior to the time CFD takes final action on said major decisions, and CFD shall give reasonable consideration to said written reports in its decision making process; said reports or statements will not be binding on CFD; major decisions include such things as inclusions/exclusions, executing the CFD's plan of development, and issuing bonds; a process shall be established jointly by the Parties setting forth time schedules by which the Town Board shall receive notice of CFD's intended major decisions and by which the Town Board will respond. The Town may, but is not obligated to, expend funds for the purpose of aiding CFD in its undertakings and activities, including but not limited to demolition, remediation, rehabilitation or acquisition of buildings or property located within a downtown development area of the CFD.

8. Reimbursement to Town by CFD for Operating Funds. If the Town provides Operating Funds or other funds to CFD, CFD is not required to reimburse the Town for any costs incurred by the Town pursuant to this IGA except as otherwise set forth herein.

9. TABOR. No provision of this IGA shall be construed or interpreted: (a) to directly or indirectly obligate the Town or CFD to make any payment in any year in excess of amounts appropriated for such year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution (TABOR) or any other constitutional or statutory limitation or provision; or (c) as a donation or grant by the Town or CFD in aid of any person, company or corporation under applicable Colorado law.

10. Additional Provisions.

(a) Town Approval of CFD's Budget. The Town Board of Trustees shall approve CFD's budget annually in the same manner as it approves the Town budget.

(b) Nothing in this Agreement shall be interpreted in any manner as constituting the Town as the agent of CFD or CFD as the agent of the Town. Each Party shall remain separate and neither shall hereby assume the debts or obligations of the other. CFD shall be responsible for carrying out its duties and functions in accordance with the DDA Act and other applicable laws or regulations.

(c) Term; Termination. This Agreement shall be for a term beginning on the Effective Date and ending on the first anniversary of the Effective Date, unless extended or modified by mutual agreement between the Parties, or renewed as provided in this paragraph (c). The Town reserves the right to review the performance of the CFD and to

renegotiate at the end of the contract period if mutually agreeable between the Town and the CFD. Subject to annual appropriations by the Town, this Agreement shall automatically renew for each subsequent one-year anniversary period. Either Party may elect not to renew this Agreement by giving the other Party written notice of that decision at least ninety (90) days prior to the expiration of the then-current term. Either Party may otherwise terminate this Agreement at any time after giving at least thirty (30) days written notice of intention to terminate the Agreement. Notwithstanding the foregoing, the Town Board of Trustees or Board of Directors of the CFD shall have the authority to sooner or immediately terminate this Agreement upon a finding that the public interest requires such termination.

(d) Modification. This IGA may be modified, amended, changed or terminated, in whole or in part, only by an agreement in writing duly authorized by both of the respective governing bodies of each of the Parties. No consent of any third party shall be required for the negotiation and execution of any such agreement.

(e) Waiver. The waiver of a breach of any of the provisions of this IGA by a Party shall not constitute a continuing waiver or a waiver of any subsequent breach by the other Party of any provision of this IGA.

(f) Counterparts. This IGA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This IGA may also be executed and delivered by facsimile or portable document format (.pdf) signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) Governing Law. This IGA shall be governed in accordance with the laws of the state of Colorado.

(h) No Third Party Beneficiaries. There are no express or implied third party beneficiaries of this IGA. No third party has any right to enforce this IGA.

(i) Governmental Immunity. The Parties acknowledge that each is a governmental entity and neither waives governmental immunity pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

[signature page follows]

IN WITNESS WHEREOF, the Town and CFD have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

TOWN OF FIRESTONE, a political subdivision of the State of Colorado

By: _____
Title: _____

ATTEST:

By: _____

THE CENTRAL FIRESTONE DISTRICT, a body corporate and politic of the State of Colorado

By: _____
Title: _____

ATTEST:

By: _____