



TOWN OF FIRESTONE
Board of Trustees Regular Meeting Agenda

October 22, 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 October 8, 2025 Board of Trustees Regular Meeting Minutes
 - b. Re-appointment of PTROC members Paul Long and Dietra Porter
 - c. Cancellation of the November 26, 2025 and December 24, 2025 Board of Trustees Meetings
 - d. **Resolution 25-108**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ESTABLISHING BUSINESS LICENSING FEES
 - e. **Resolution 25-110**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT WITH THE LAST CHANCE DITCH COMPANY PERTAINING TO THE WELD COUNTY ROAD 26 BRIDGE REPLACEMENT PROJECT
- 6. Presentation**

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

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

- a. Shine Prom Event

7. 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 related to a draft offer for a temporary assignment to Interim Town Manager.

8. Land Development

- a. **PUBLIC HEARING: ORDINANCE 1067:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ZONING CERTAIN LAND, FULLY DESCRIBED HEREIN, FROM THE RESIDENTIAL C (R-C) ZONE DISTRICT TO THE RESIDENTIAL B (R-B) ZONE DISTRICT

9. Discussion/Action

- a. **Resolution 25-111:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND TIMBER WOLF EXCAVATING PERTAINING TO THE I-25 FRONTAGE ROAD AND FIRESTONE BLVD INTERSECTION IMPROVEMENTS.
- b. **Resolution 25-112:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE CENTRAL FIRESTONE DISTRICT FOR SUPPORT SERVICES
- c. **Resolution 25-113:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE TOWN OF FIRESTONE AND EV STUDIO
- d. **Resolution 25-114:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF FIRESTONE AND THE BENNT CREEK REGIONAL WATER AUTHORITY PERTAINING TO THE DESIRE TO ESTABLISH A COOPERATIVE FRAMEWORK BETWEEN BOTH PARTIES
- e. Budget Final Review

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

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

f. Formation Adhoc Interim Town Manager Committee

g. Designation of Acting Town Manager

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

11. Reports

a. Staff

b. Mayor

c. Trustees

12. 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: October 22, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Approval of October 8, 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. October 8, 2025 BoT Meeting Minutes



TOWN OF FIRESTONE
Board of Trustees Regular Meeting
MINUTES
October 8, 2025

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on October 8, 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: Ray Byrd
Matt Holcomb
Lorna Morton
Sean Doherty- **Excused**

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)

Arik MaGathey, a Firestone resident, provided public comment regarding an accident and traffic safety in his neighborhood.

Kelly Bouer, a Firestone resident, also provided public comment regarding an accident and traffic safety in his neighborhood.

5. Consent Agenda

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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

a. Approval of September 24, 2025, Board of Trustees Regular Meeting Minutes

- b. **Resolution 25-98**: 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. 7D AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE BAREFOOT LAKES FILING NO. 7D SUBDIVISION
- c. **Resolution 25-106**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A REIMBURSEMENT OF EXPENSES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE NEW COAL RIDGE DITCH COMPANY

6. Proclamation

- a. Community Planning Month Proclamation
- b. Chamber of Commerce Day Proclamation

7. Discussion/Action

- a. **Resolution 25-103** - A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE TOWN OF FIRESTONE AND CIVIL RESOURCES, LLC PERTAINING TO THE TOWN OF FIRESTONE RESERVOIR NO. 2 PROJECT

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Byrd, to Approve **Resolution 25-103** - A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE TOWN OF FIRESTONE AND CIVIL RESOURCES, LLC PERTAINING TO THE TOWN OF FIRESTONE RESERVOIR NO. 2 PROJECT

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- b. **Resolution 25-104** - A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND HYDRO RESOURCES – ROCKY MOUNTAIN, INC. PERTAINING TO THE TOWN OF FIRESTONE BFL-VOGL-STINAR ALLUVIAL WELL PROJECT

Motion by Trustee Morton, **second** by Trustee Byrd, to Approve **Resolution 25-104** - A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND HYDRO RESOURCES – ROCKY MOUNTAIN, INC. PERTAINING TO THE TOWN OF FIRESTONE BFL-VOGL-STINAR ALLUVIAL WELL PROJECT

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- c. **Resolution 25-105:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND SEH, INC. PERTAINING TO THE TOWN OF FIRESTONE ST. VRAIN RIVER PEDESTRIAN BRIDGE PROJECT

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Byrd, to Approve **Resolution 25-105:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND SEH, INC. PERTAINING TO THE TOWN OF FIRESTONE ST. VRAIN RIVER PEDESTRIAN BRIDGE PROJECT

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- d. **Resolution 25-107:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE 2025-2055 WATER ACTION PLAN UPDATE

Motion by Trustee Byrd, **second** by Trustee Morton, to Approve **Resolution 25-107:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE 2025-2055 WATER ACTION PLAN UPDATE

Roll Call Vote:

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

No: Trustee Holcomb

Abstain: None

Motion carried.

- e. **Resolution 25-109:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN ENGAGEMENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BROWNSTEIN HYATT FARBER SCHRECK, LLP PERTAINING TO THE TOWN OF FIRESTONE P3 PROJECT

Motion by Trustee Morton, **second** by Trustee Byrd, to Approve **Resolution 25-109:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,

COLORADO, APPROVING AN ENGAGEMENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BROWNSTEIN HYATT FARBER SCHRECK, LLP PERTAINING TO THE TOWN OF FIRESTONE P3 PROJECT

Roll Call Vote:

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

No: Trustee Holcomb

Abstain: None

Motion carried.

f. Town of Firestone Potable Water Master Plan and Water Tank and Distribution Line Discussion

g. CIP Budget and All Other Funds Discussion

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

Paul Painter, a Firestone resident, provided public comment regarding the Potable Water Master Plan and the Water Action Plan.

9. Reports

a. Staff

b. Mayor

Mayor Conyac reported on meeting with residents.

c. Trustees

Trustee Holcomb reported on the October Chat with a Trustee.

Trustee Byrd reported on his attendance at the DRCOG meetings.

10. Executive Session

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Byrd, to go into executive session. All in Favor, **Motion carried.**

a. An executive session pursuant to C.R.S. Section 24-6-402 (4) (b) and C.R.S. Section 24-6-402(4)(e)(I), to receive legal advice from Special Counsel and Town counsel on pending litigation regarding Central Weld County Water District services as well as to determine positions, develop strategy, and to instruct negotiators accordingly.

b. An executive session pursuant to C.R.S. Section 24-6-402(4)(b) and C.R.S. Section 24-6-402(4)(e)(I) to receive legal advice related to the St. Vrain Water Authority establishing contract and to determine positions, develop strategy, and to instruct negotiators accordingly.

- c. An executive session pursuant to C.R.S. 24-6-402 (4) (b) to receive legal advice relating to the laws governing interim appointments and the search for a new town manager.

11. Adjournment

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

Introduced and Approved the _____ Day of _____, 2025.

TOWN OF FIRESTONE, COLORADO

ATTEST

Don Conyac, Jr., Mayor

Missy Carranco, Deputy Town
Clerk

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.b

Consent Agenda

Meeting Date: October 22, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Re-appointment of PTROC members Paul Long and Dietra Porter

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.: 5.c

Consent Agenda

Meeting Date: October 22, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Cancellation of the November 26, 2025 and December 24, 2025 Board of Trustees Meetings

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.: 5.d

Consent Agenda

Meeting Date: October 22, 2025

Initiated By: Jessica Clanton

Department: Finance

AGENDA ITEM

Resolution 25-108: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ESTABLISHING BUSINESS LICENSING FEES

RECOMMENDATION

Staff recommends approval of Resolution 25-108

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 changes the current Business License fee from \$50.00 to \$60.00 and changes the late fee from \$10/mo to \$15/mo. The new fee was established based on the cost of managing the business license program and is intended to help defray the Town's actual costs of administering and operating the licensing system in accordance with Ordinance 1050.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Uphold Fiscal Integrity

ATTACHMENTS

1. Reso 25-108 Business License Fees

RESOLUTION 25-108

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ESTABLISHING BUSINESS LICENSING FEES

WHEREAS, the Town of Firestone (the “Town”) is a statutory town duly organized and existing under Colorado law; and

WHEREAS, Title 5 of the Firestone Municipal Code permits the Town to impose and set fees for the various business application types and for other procedures authorized by Chapters 5.04; and

WHEREAS, Town staff examined the capital needs and operations of the Town and investigated the Town’s administrative costs inherent in administering Chapters 5.04 of the Firestone Municipal Code, and determined that the proposed Fee Schedule, attached as **Exhibit A**, sets forth fees that are reasonably related to the Town’s actual costs related to administering and providing other services under these chapters, and are necessary to defray the actual costs incurred by the Town in the furnishing of goods, programs, and services provided by the Town pursuant to Chapters 5.04 of the Firestone Municipal Code; and

WHEREAS, the Town Board of Trustees desires to adopt the fees set forth in the Fee Schedule attached to this resolution as **Exhibit A**.

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

Section 1. The Board of Trustees of the Town of Firestone adopts the following Fee Schedule applicable to the enumerated review and approval procedures or other Town actions authorized by Chapters 5.04 of the Firestone Municipal Code, in substantially the same form as the copy attached hereto and made a part of this resolution.

Section 2. All other resolutions establishing such fees are superseded and repealed in their entirety by this resolution.

Section 3. This resolution shall take effect on January 1, 2026.

PASSED AND ADOPTED this 22nd day of October, 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

Exhibit A

Fee Schedule

<u>Description</u>	<u>Fee</u>
Business License Application	\$60.00
Late Fee	\$15.00 per month

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.e

Consent Agenda

Meeting Date: October 22, 2025

Initiated By: Kiran Bhusal

Department: Engineering & Utilities

AGENDA ITEM

Resolution 25-110: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT WITH THE LAST CHANCE DITCH COMPANY PERTAINING TO THE WELD COUNTY ROAD 26 BRIDGE REPLACEMENT PROJECT

RECOMMENDATION

Staff recommends the Board approve Resolution 25-110 approving this License (Crossing) Agreement with the Last Chance Ditch Company.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve Resolution 25-110.

Approval with Conditions: The Board moves to approve Resolution 25-110, listing the Board's conditions.

Denial: The Board moves to deny Resolution 25-110.

No Action: The Board provides staff with specific instructions to modify Resolution 25-110 and return at a future date.

SUMMARY

This License (Crossing) Agreement with the Last Chance Ditch Company provides the necessary authorization for the Town and its contractor to access and work within the ditch right-of-way during construction of the Weld County Road 26 Bridge Replacement Project.

Last Chance Ditch is also requiring liquidated damages of \$10,000.00 per day for any day that the Company cannot deliver water to a shareholder or shareholders as a result of construction. Construction must occur in the non-irrigation Season, November 1st through March 31st of the subsequent year, and substantially completed by no later than March 1, 2027. Additionally, the Town will pass any liquidated damages to the contractor awarded the work to minimize the Town's risk. Lastly, the Town will follow an aggressive procurement schedule in the spring and summer of 2026 to ensure the selected contractor can begin work on November 1, or as soon as the Ditch Company confirms the start of the non-irrigation season.

The Town received a Colorado Department of Transportation (CDOT) Off-System Bridge Grant in 2023 for the Weld County Road 26 Bridge Replacement Project. CDOT conducts bridge inspections every two years and identified the need to replace the structure located at Weld County Road 26 and the Last Chance Ditch. In November 2023, CDOT's Special Highway Committee awarded the Town a grant of \$1,797,406.00, consisting of \$1,437,925.00 in federal funds and a \$359,481.00 local match (an 80/20 split) for the construction phase of the bridge replacement project. Construction must occur in the non-irrigation Season, November 1st through March 31st of the subsequent year, and substantially completed by no later than March 1, 2027.

As part of CDOT's project requirements, all utility and easement clearances must be obtained prior to advertising for construction services. Approval of this agreement is required before submitting final plans to CDOT for authorization to advertise the project for construction.

FINANCIAL CONSIDERATIONS

The crossing agreement with the Last Chance Ditch Company includes a license fee of \$5,000.00.

The Board previously approved the 2025 Budget and Capital Improvement Program (CIP), which includes \$1,175,000 allocated for the Weld County Road 26 Bridge Replacement Project.

HISTORY AND PREVIOUS BOARD ACTION

On August 16, 2023, a Request For Proposals (RFP) was posted inviting engineering consultants to submit proposals for design services for the replacement of the bridge structure located at WCR 26 and Last Chance Ditch.

On December 13, 2023, the board approved the Short Elliott Hendrickson Inc. (SEH) Design contract.

On March 18, 2024, the Town of Firestone entered into an Intergovernmental Agreement (IGA) with the Colorado Department of Transportation (CDOT) regarding the grant awarded by CDOT's Special Highway Committee in the amount of \$1,797,406.00. This grant includes \$1,437,925.00 in federal funds, with a \$359,481.00 local match (an 80/20 split) to be used for the completion of the construction phase of the bridge replacement project.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Res 25-110 Town and LCDC Crossing Agreement - R101025
2. 20251001 LASTD-Firestone WCR26 Bridge Replacement Crossing Agreement - Signature-Ready w EX

RESOLUTION NO. 25-110

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING AN AGREEMENT WITH THE LAST CHANCE DITCH
COMPANY PERTAINING TO THE WELD COUNTY ROAD 26 BRIDGE
REPLACEMENT PROJECT**

WHEREAS, Last Chance Ditch Company (“Company”) owns or controls that certain irrigation ditch commonly known the Last Chance Ditch (“Ditch”); and

WHEREAS, a portion of the Ditch is located within the Town’s municipal boundary and crosses Weld County Road (“WCR”) 26; and

WHEREAS, the Town seeks to repair, reconstruct, install, and maintain a new box culvert within the WCR 26 right-of-way at a location where it crosses over and above the Ditch, and the Company is willing to consent to such use pursuant to the terms and conditions contained in a “License and Crossing Agreement,” attached hereto as **Exhibit A**.

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

The License and Crossing Agreement for the Weld County Road 26 Bridge and Culvert Replacement between the Town of Firestone and Last Chance Ditch Company is approved, in substantially the same form as the copy attached hereto as Exhibit A, with such additions or modifications as the Town Attorney may determine to be necessary and appropriate to protect the interests of the Town or to effectuate the purposes of this Resolution.

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

[Firestone/LCDC Crossing Agreement]

LICENSE AND CROSSING AGREEMENT

Last Chance Ditch Company and Town of Firestone Weld County Road 26 Bridge and Culvert Replacement

1. **PARTIES.** The parties to this License and Crossing Agreement (the “**Agreement**”) are the Last Chance Ditch Company, a Colorado mutual irrigation company (the “**Company**”) and The Town of Firestone, a Colorado statutory municipal corporation (“**Licensee**”). This Agreement may refer to the Company and Licensee, each, as a “**Party**” and, collectively, as the “**Parties**.”

2. **RECITALS.** The Company owns, operates, and maintains the Last Chance Ditch (the “**Ditch**”) and the appurtenant easement for its operation and maintenance (the “**Ditch Easement**”). Licensee regulates and manages the segments of Weld County Road 26 (“**WCR 26**”) within Licensee’s town limits. WCR 26 runs east-west along the section line dividing the SW ¼ of Section 31, Township 3 North and the NW ¼ of Section 6, Township 2 North, both of Range 67 West of the 6th P.M, Weld County, Colorado. WCR 26 currently passes over the Ditch and across the Ditch Easement within the town limits and in each of the two sections, as depicted in **EXHIBIT A**. To facilitate the widening of WCR 26, Licensee desires to construct a new bridge and extended box culvert (the “**Crossing**”) at the location depicted on EXHIBIT A to replace an existing bridge and box culvert (the “**Licensed Activity**”), as depicted in **EXHIBIT B** (the “**Plans**”). The Company agrees to authorize Licensee to construct the Licensed Activity and, thereafter, to grant to Licensee the right to maintain the Crossing subject to the terms, conditions, covenants, and agreements set forth in this Agreement.

Accordingly, the Parties agree as follows:

3. CONSTRUCTION.

- 3.1 After the execution of this Agreement but prior to undertaking the Licensed Activity, the Town will furnish to the Company a design, specifications, and an alternate bid package for the construction of a temporary water bypass system for the Ditch (“**Bypass Plans**”) as a contingency to facilitate the completion of the Crossing, to avoid or minimize delays in completing the construction phase of the Licensed Activity, and to ensure continued water flow in the Ditch during water season, should the construction phase of the Licensed Activity extend beyond the Non-irrigation Season (defined below) The Company shall issue its written acceptance or rejection of the Bypass Plans within 14 days of receipt. Said acceptance or rejection shall be based upon the engineering industry standards and principles for temporary bypass systems, and the Company shall notify Licensee of all deficiencies which must be corrected prior to acceptance. All deficiencies shall be corrected and said the Bypass Plans shall be resubmitted to and approved by the Company prior to construction, which approval shall not be unreasonably withheld or conditioned.
- 3.2 Pursuant to the terms of this Agreement, Licensee is granted a license to conduct the Licensed Activity and, thereafter, the perpetual, irrevocable right to operate, maintain, repair, and replace, the Crossing. The Licensed Activity shall be performed in accordance with the Plans. The Crossing shall be located and constructed as shown on and in accordance with the Plans. If Licensee proposes any change to the Plans, Licensee shall notify the Company as soon as practicable and before beginning the Licensed Activity. Licensee must receive approval of the altered Plans in writing prior to commencing or continuing with the Licensed Activity, which approval shall not be unreasonably withheld, conditioned, or delayed.

- 3.3 Licensee shall carry \$2,000,000.00 in Comprehensive General Liability (CGL) insurance and a \$2,000,000.00 umbrella policy for \$4,000,000.00 total coverage during the construction phase of the Licensed Activity. Licensee may meet the total limits of insurance required under this Agreement by a combination of Comprehensive General Liability and Excess/Umbrella Liability insurance. Licensee's participation in a public entity, self-insurance pool, holding a certificate of authority from the Colorado Insurance Commissioner, shall suffice in lieu of insurance meeting the requirements of this section 3.3. At the Company's request, Licensee shall ensure that the Company is named as an additional insured on the insurance policy or policies of any contractor retained by Licensee to conduct the Licensed Activity during the construction phase.
- 3.4 Licensee agrees to construct the Crossing in such a manner as not to damage in any way the Ditch, its laterals, or the embankments, and so as not to interfere with the flow of water in the Ditch or its laterals, during construction of the Licensed Activity. Any damage to the Ditch caused during Licensee's construction of the Licensed Activity, including damage to the facilities appurtenant to the Ditch, shall be addressed as follows: (1) If Company determines that the acts or omissions of Licensee in constructing the Crossing have caused damage that requires repair, then Company shall notify Licensee of the need for such post-construction repairs; (2) If Licensee is able to conduct such post-construction repair work, Licensee will so notify the Company immediately and will commence said repairs within a time period agreed to by the Company; (3) If Licensee is unable to undertake said repair work within a time period to which the Company agrees and the Company expends any sum for said repairs of the Ditch, the Company shall notify Licensee of the expenditure, submit documentation of the expense incurred, and Licensee shall reimburse the Company for its expenses within thirty (30) days of receipt of such documentation.
- 3.5 All portions of the Ditch and the affected portions of the Ditch Easement that the Licensed Activity disturbs shall be restored to their original condition so the flow of the water in the Ditch runs at the historical amount and velocity. Any and all fencing and other facilities appurtenant to the Ditch Easement shall be replaced in a condition at least equal to the condition of the facilities and appurtenances prior to beginning the Licensed Activity.
- 3.6 Licensee shall not spill any dirt, debris, or other foreign material into the Ditch. In the event that dirt, debris, or other foreign material is spilled into the Ditch, Licensee agrees to completely clean the affected portions of the Ditch.
- 3.7 Licensee agrees that the Licensed Activity shall comply with all applicable local, state, and federal laws, rules, orders, and regulations. Licensee is responsible, at its own expense, for obtaining all required local, state, and federal permits and approvals prior to commencing the Licensed Activity.
- 3.8 Licensee agrees that the construction of the Crossing shall proceed expeditiously and with reasonable diligence from the commencement of construction to its completion and that the construction shall occur in the "**Non-irrigation Season**" (defined, for this Agreement, as November 1st through March 31st of the subsequent year). Licensee agrees that it shall not commence construction of the Crossing across and through the Ditch Easement until after the Parties execute this Agreement and Licensee subsequently notifies the Company no less than five (5) business days prior to commencement of construction. The Licensed Activity shall be completed by no later than March 1, 2027. If the Licensed Activity is not finished by that date, Licensee shall seek the written permission of the Company to bring the Licensed Activity to its

completion on reasonable terms and conditions acceptable to the Company, which permission shall not be unreasonably withheld, conditioned, or delayed.

- 3.9 Even though this Agreement contemplates the construction of the Crossing during the Non-irrigation Season, the Company cannot guarantee that the Ditch will be dry during the construction phase of the Crossing and cannot control or quantify the amount of “nuisance” water that Licensee may encounter. As such, Licensee is obligated to control and, to the extent necessary, safely bypass water flow in the Ditch past the construction location. Licensee will be solely responsible for any damages caused to the Ditch and to affected property owners arising from improperly controlling nuisance water through and past the construction locations.
- 3.10 Unless the Parties otherwise agree in writing, if the Licensed Activity interrupts the Company’s water supply for any reason, then, to the extent allowable by law and without in any manner waiving the protections, procedural requirements, defenses, and monetary limitations on damages provided for in the Colorado Governmental Immunity Act, sections 24-10-101 to -120, C.R.S., Licensee shall pay as liquidated damages \$10,000.00 per day for any day that the Company cannot deliver water to any shareholder who has a right to the delivery of water, has a need for water, has requested the delivery of water in accordance with the shareholder’s rights, and cannot deliver water to that shareholder or shareholders as a result of the Licensed Activity.

4. **AS-BUILTS.** Within forty-five (45) days of completion of the Crossing, Licensee shall deliver to the Company as-built drawing(s) of the constructed Crossing.

5. **LICENSE FEE AND OTHER CONSIDERATION.** The license fee for the Crossing is \$5,000. Licensee shall pay the license fee upon execution of this Agreement and prior to the commencement of the Licensed Activity. This license fee shall be in addition to any other costs for which Licensee is responsible pursuant to this Agreement. Company shall not charge any future annual crossing fee or similar assessment against Licensee for the Crossing.

6. INSPECTION.

- 6.1 Licensee shall notify the Company at least five (5) business days prior to its commencement of the Licensed Activities and any repair and/or replacements of the Crossing, as permitted by this Agreement, except for emergency repairs as permitted under paragraph 8.3. The Company is permitted to inspect the Crossing during the Licensed Activity, and any repair and/or replacements of the Crossing, during and after any construction.
- 6.2 The Company’s right to inspect the Licensed Activity in no way relieves Licensee of liability for improper construction. The Company’s inspection is solely for its own benefit and creates no obligation on the Company.

7. REIMBURSEMENT OF EXPENSES.

- 7.1 Licensee agrees to reimburse the Company for, or to pay directly, all reasonable engineering and legal costs that the Company incurs in preparing and approving this Agreement, the Plans and the costs of inspection, as described in paragraph 6.
- 7.2 Statements for the costs chargeable to Licensee under this Agreement will be forwarded to Licensee and Licensee shall pay the forwarded chargeable costs to the Company within thirty

(30) days after the billing date. If the Company has not received payment within thirty (30) days, Licensee will have breached this Agreement and the Company may institute legal proceedings to collect the amount due and owing.

8. CROSSING MAINTENANCE.

- 8.1 Upon Licensee's completion of the Licensed Activity, Licensee specifically agrees and pledges to maintain, repair, and replace the Crossing so as not to require the Company to maintain, repair, or replace it. Similarly, Company specifically agrees and pledges to maintain, repair, and replace the Ditch in accordance with state law and so as not to require Licensee to maintain, repair, or replace it. If Licensee fails to properly maintain, repair, or replace any portion of the Crossing for which it is responsible, then upon Company obtaining from the Town a right-of-way permit and Town approval of any construction plans and only after ten (10) days' notice of the anticipated date for performing the maintenance, repair, or replacement, the Company may, at its option, conduct the maintenance, repair, or replacement in accordance with such permit and plans, and Licensee shall reimburse the Company for the cost of the work within thirty (30) days. If the Company conducts any maintenance, repair, or replacement, pursuant to this paragraph, it does not waive the right to file a claim against Licensee for damages caused by Licensee's failure to perform its responsibility to maintain, repair, or replace the Crossing, as required under this Agreement.
- 8.2 Licensee further agrees that, if at any time, the Licensed Activity causes any settling in the embankments of the Ditch, Licensee shall, as soon as practicable, make all repairs that the Company requires at Licensee's expense.
- 8.3 In the event of an emergency that necessitates immediate repairs or maintenance of the Crossing to maintain or restore proper functioning of the Ditch, either the Company or Licensee may conduct maintenance or repair immediately, giving notice to the other Party as soon as possible at the emergency contacts identified below. Emergency repairs and maintenance by the Company shall only be authorized under this Agreement when there is an unexpected occurrence that necessitates immediate repairs or maintenance to prevent, mitigate, or remedy injury to persons or damage to property, which such repairs or maintenance cannot be timely performed by the Licensee. If the Company conducts emergency work authorized under this paragraph, Licensee shall reimburse the Company for the reasonable cost of the work. In performing any such emergency work, Company agrees to reasonably endeavor to avoid or minimize damage to the Crossing. Under no circumstances shall the Company be responsible or held liable for damages to the Crossing resulting from maintenance or repairs to the Ditch, except to the extent caused by the Company's negligence or willful misconduct.

EMERGENCY CONTACTS:

Company: Garrett Varra, President
(720) 272-2857 (cell)
gvarra@raptormaterialsllc.com

Licensee: Town of Firestone
Nathan Haasis, PE
(303) 531-6274
nhaasis@firestoneco.gov

9. **WATER LOSS.** Licensee agrees that the Licensed Activity will not increase carriage or transit loss over the loss which occurred historically. Licensee agrees to compact any disturbed earth materials so that any additional water losses will not occur. If the Licensed Activity increases carriage or transit loss in the Ditch, Licensee agrees to repair the construction to stop and prevent such additional loss.

10. **LIABILITY.**

10.1 By virtue of entering into this Agreement, the Company: (1) assumes no liability for use, operation, or existence of the Crossing; and (2) assumes no additional responsibilities or obligations related to the Licensed Activity.

10.2 Licensee shall provide the Company a Certificate of Insurance ("COI") that lists the Company as an additional insured on Licensee's contractor's liability insurance policies at all times during the construction phase of the Licensed Activity, with reference to this Agreement. Licensee shall renew the COI on an annual basis during the Licensed Activity and provide the Company evidence of the coverage.

11. **EASEMENT RIGHTS.** The license granted to Licensee in this Agreement in no way restricts the Company's right to its use of the Ditch Easement to construct, operate, maintain, repair, replace, and remove any and all existing structures and facilities of the Ditch, except as otherwise stated herein and provided that Licensee approval shall be required for any Company activities that require material modification of the Crossing. The license does not in any way restrict the Company's access to and from the Ditch Easement for all such activities, except that Company shall be liable for any damage to the Crossing caused by Company's or its delegates, agents, or assignees negligence or intentional misconduct.

12. **DITCH MODIFICATION.** If, in the future, the Company should have actual bona fide plans to enlarge, deepen, or otherwise change or relocate the Ditch and/or its laterals or to construct any other canal, ditch, or waterway on the Ditch Easement or its laterals or to do any other thing incident to the operation of the Ditch and/or its laterals or to any other portion of the Company's irrigation system, and such plans involve a material, foreseeable risk of damage to or of the need for relocation of the Crossing, then the Company will first consult with Licensee during design of the plans to minimize, to the extent practicable, any such potential damage to or the need for future relocation of the Crossing. If, after the Company exhausts all reasonable options and the Company deems it necessary to modify or relocate the Crossing, then Company shall, as soon as is reasonably possible, provide notice to Licensee of the need for relocation or modification prior to undertaking any such activities. After providing notice, the Company shall work in good faith with Licensee as to whether: (a) the Crossing is in conflict with the Company's planned project, including but not limited to, whether the Ditch, new waterwork or other improvement design involves gravity and the feasibility of adjusting project specifications; (b) whether the Crossing must be relocated to bring the Crossing into compatibility with the implementation of the Company's planned project; or (c) whether the Company can take steps other than relocation to mitigate the effect of the Crossing on the project. If the Parties determine that the Crossing must be relocated, the Parties shall, as soon as is reasonably possible, coordinate and cooperate with one another to develop a mutually agreeable comprehensive relocation plan, consisting of design plans, construction work documents, proposed relocation site(s); scheduling, costs of relocation, and determining the responsible party for the costs of relocation. Then, the Parties shall, as soon as is reasonably possible, enter into a project specific relocation agreement to accomplish and implement the agreed-upon relocation plan, and the Parties shall amend this Agreement to reflect the terms of the relocation agreement. Upon mutual approval of any proposed relocation agreement, the Company shall undertake and complete relocation of the Crossing in accordance with the agreed-upon relocation agreement.

13. NOTICES. Any notice that this Agreement requires or permits shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the Party to whom the notice is intended at the address set forth below, or at any other address that has been previously furnished in writing to the other Party. The notice shall be deemed to have been given when deposited in the U.S. mail.

DITCH COMPANY:

Angie Swanson, Secretary
Last Chance Ditch Company
P.O. Box 119
Longmont, CO 80502-0119

COPY TO:

Scott E. Holwick
Lyons Gaddis, PC
P.O. Box 978
Longmont, CO 80502-0978

LICENSEE:

Town of Firestone
Nathan Haasis
9950 Park Ave.
Firestone, CO 80504

14. WAIVER OF BREACH. The waiver of either Party to a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of either Party.

15. NO MULTY-YEAR FINANCIAL OBLIGATION. Nothing in this Agreement shall be construed as creating a multiple fiscal year direct or indirect debt or other financial obligation on behalf of Licensee within the meaning of the Constitution and laws of the State of Colorado.

16. BINDING. It is mutually understood and agreed that this Agreement and all its terms and conditions shall extend to and be binding upon the Parties and their successors and assigns.

17. RECORDATION. This Agreement shall be recorded at Licensee's cost and shall be binding on any successor and/or assign of the Parties. The obligations and benefits of this Agreement shall specifically run with the land described in **EXHIBIT A**. The failure to record all or any portion of this Agreement shall not affect the Agreement.

18. EXHIBITS. All exhibits to which this Agreement refers are, by reference, incorporated for all purposes.

19. INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties. The Parties have not reached any oral or collateral agreements or understandings. This Agreement may be amended only by an instrument, in writing, that the Parties sign.

20. COUNTERPARTS. The Parties may execute this Agreement in any number of counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

Dated:_____

LAST CHANCE DITCH COMPANY,
a Colorado mutual irrigation company

By: _____
Garrett Varra, President

Attest:

By: _____
Angie Swanson, Secretary

Town of Firestone,
a Colorado statutory municipal corporation

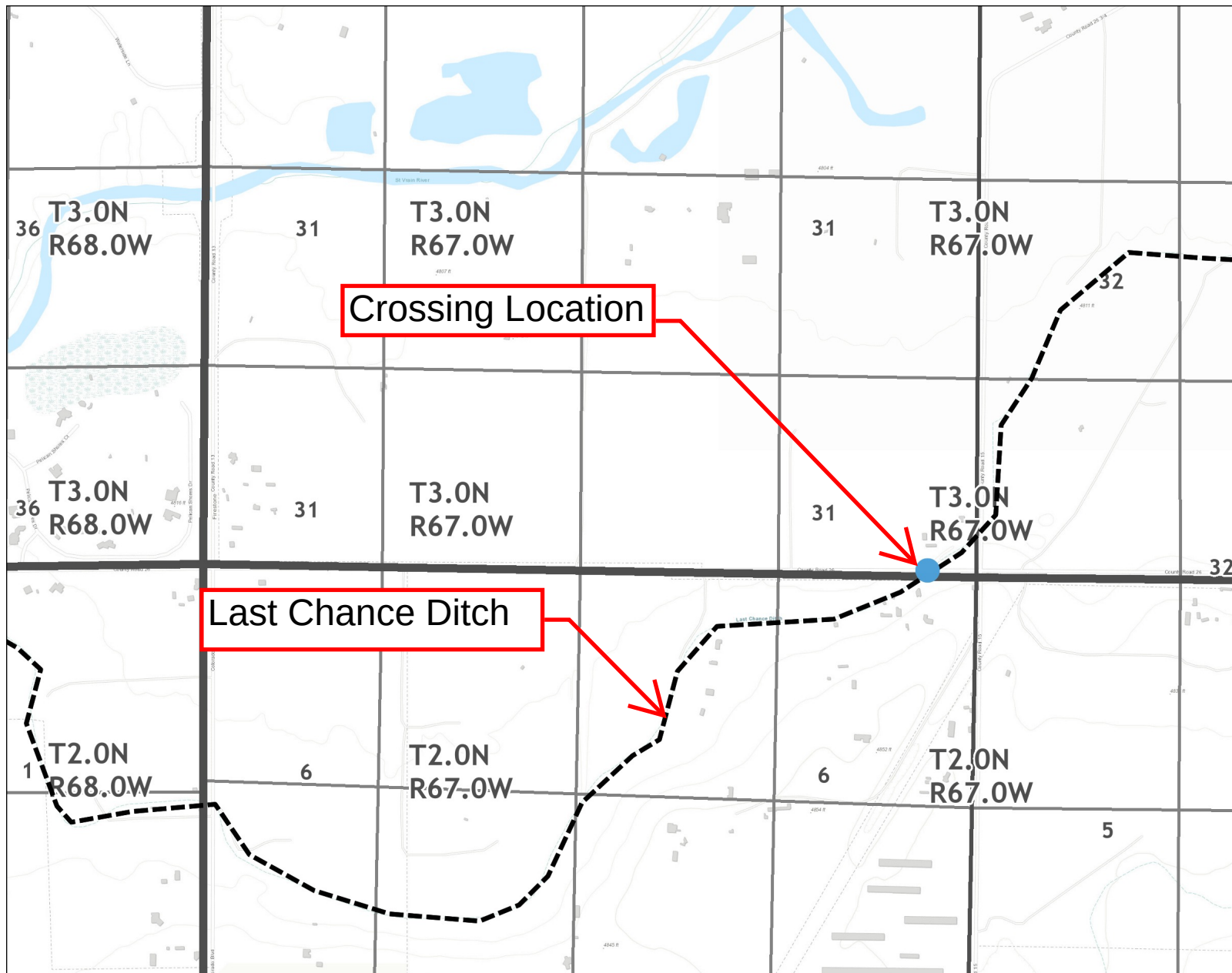
By: _____
Don Conyac Jr., Mayor

Exhibit A

Location Depiction



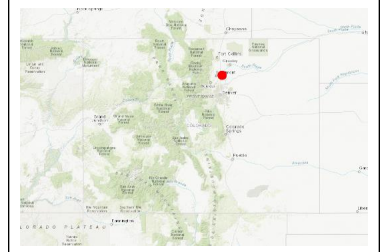
Exhibit A: Crossing Location



Legend

- Township
- Section
- Q40
- County

Location



Notes

2,000 0 1,000 2,000 Feet

1: 12,000



This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

Date Prepared: 9/23/2025 5:28:35 PM

Exhibit B

Plans

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PoDI / NHS	
FHWA PROJECT OF DIVISION INTEREST (PoDI)?	☒ NO ☐ YES
NATIONAL HIGHWAY SYSTEM?	☒ NO ☐ YES

TOWN OF FIRESTONE, COLORADO

STRUCTURE REPLACEMENT OVER LAST CHANCE DITCH

FEDERAL AID PROJECT NO. BRO M440-002

WELD COUNTY ROAD 26

TOWN OF FIRESTONE

CONSTRUCTION PROJECT CODE NO. 26219

Related Projects:
P. E. UNDER PROJECT:
Project Number
Project Code:

BRO M440-002
26219

R.O.W. Projects:
R.O.W. Project Description
-

ALL WORK SHALL BE CONSTRUCTED TO TOWN OF FIRESTONE DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS. THIS DRAWING HAS BEEN REVIEWED AND FOUND TO BE IN GENERAL COMPLIANCE WITH THESE STANDARDS AND SPECIFICATIONS AND OTHER TOWN REQUIREMENTS. THE ENGINEERING DESIGN AND CONCEPT REMAINS THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE APPEAR HEREON.

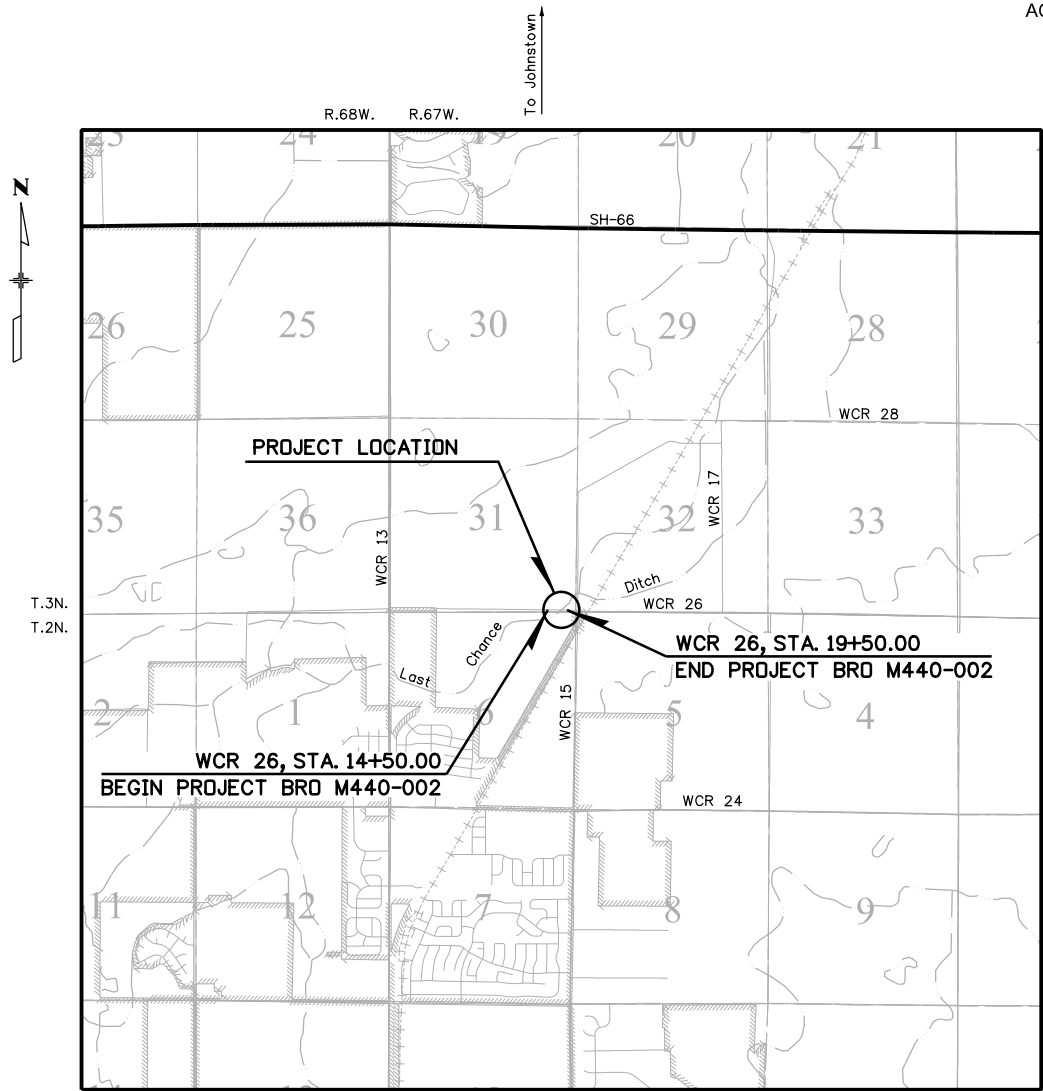
ACCEPTED BY: _____ Town Engineer
DATE: _____ (dd/mm/year)

TABULATION OF LENGTH & DESIGN DATA

STATION	FEET	
	ROADWAY WCR 26	MINOR STR.
BEGIN PROJECT= STA. 14+50.00	350.92	22.16
STA. 18+00.92 BEGIN STRUCTURE NO. FRSTN26.0-13.0B		
STA. 18+23.08 END STRUCTURE NO. FRSTN26.0-13.0B		
END PROJECT= STA. 19+50.00	126.92	
TOTAL	477.84	22.16
SUMMARY OF PROJECT LENGTH	FEET	MILES
MINOR STRUCTURE	22.16	0.004
PROJECT GROSS LENGTH	500.00	0.095

DESIGN DATA	WCR 26
MAXIMUM RADIUS OF CURVE	N/A
MAXIMUM GRADE	2.27%
MINIMUM S.S.D. HORIZONTAL	N/A
MINIMUM S.S.D. VERTICAL	1,215'
MAXIMUM DESIGN SPEED	50 MPH
2020 DESIGN TRAFFIC	ADT=1,350*
DHV TRUCK %	44%*
2040 DESIGN TRAFFIC	ADT=1,917*
CLEAR ZONE DISTANCE (TANGENT)	20 FT.
CONSTRUCTION CLEAR ZONE (MIN 16')	20 FT.

*TAKEN FROM 2022 INSPECTION REPORT



SHEET NO.	INDEX OF SHEETS
1	TITLE SHEET
2	STANDARDS PLANS LIST
3	SURVEY CONTROL
4	SURVEY TABULATION SHEET
5	ROADWAY TYPICAL SECTIONS
6-8	GENERAL NOTES
9-11	SUMMARY OF APPROXIMATE QUANTITIES
12	PLAN AND PROFILE GRADE
13	ACCESS PLAN AND PROFILE
14	DETOUR PLAN
15-21	STORMWATER MANAGEMENT PLAN
22-24	EROSION CONTROL PLAN
25-32	DETAILS STRUCTURE NO. FRSTN26.0-013.0B
33	UTILITY PLAN
34	R.O.W. EXHIBIT
35	ENVIRONMENTAL IMPACTS
36-38	ROADWAY CROSS SECTIONS
	R.O.W. PLANS
	SUE PLANS

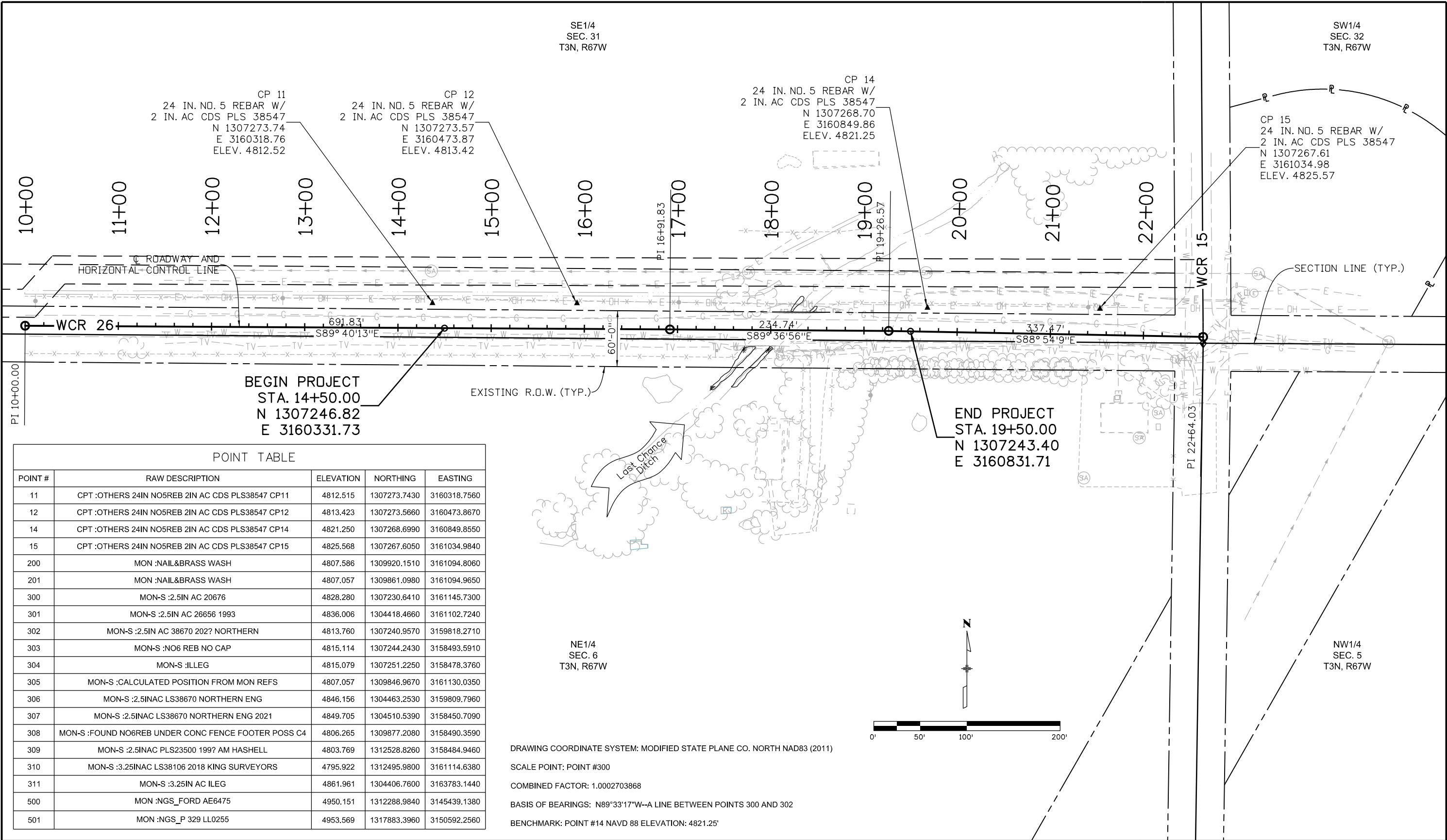
PROJECT SCOPE OF WORK:

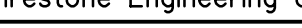
THIS PROJECT CONSISTS OF REPLACING AN EXISTING BRIDGE STRUCTURE WITH A 14'-0" WIDE x 5'-0" HIGH PRECAST BOX CULVERT WITH CAST-IN-PLACE CONCRETE HEADWALLS, WINGWALLS, AND TOEWALLS.

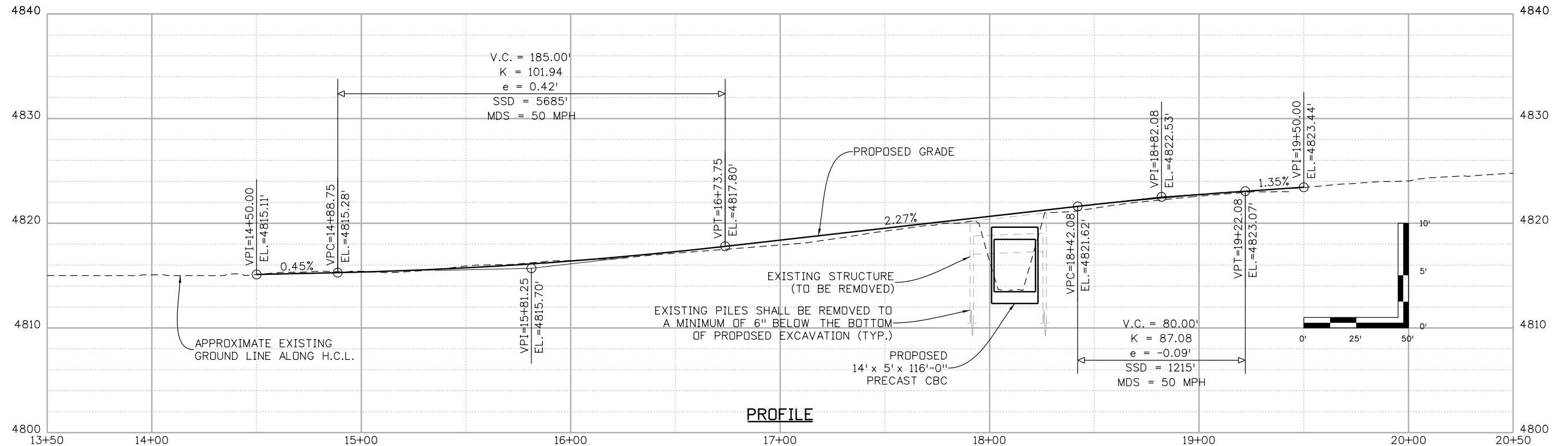
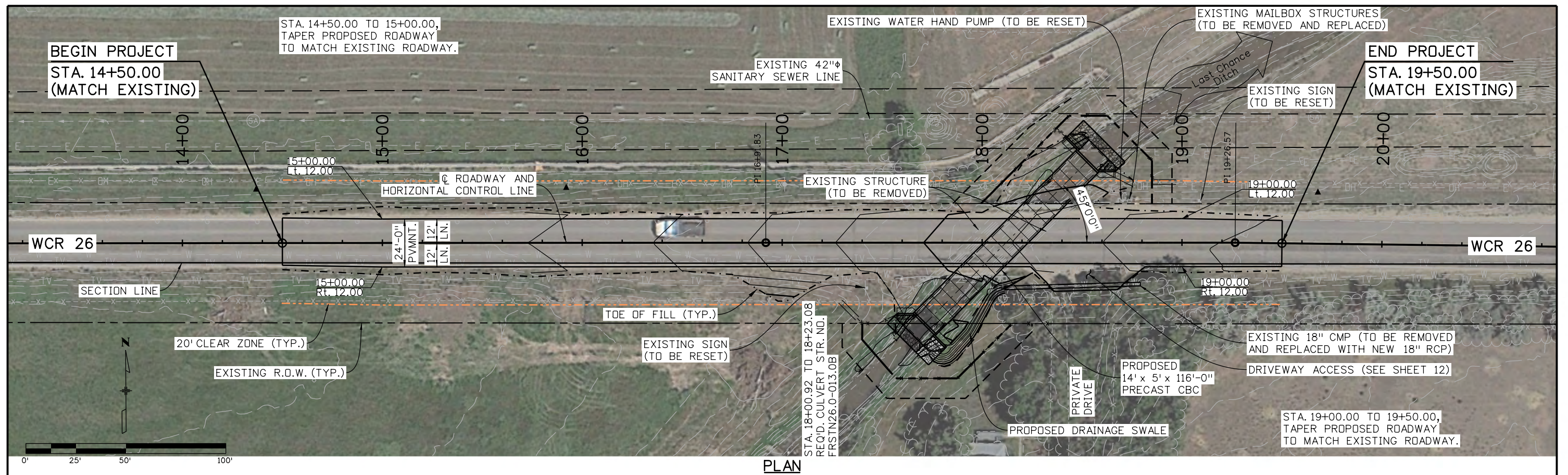
FOR
April, 2025

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Horiz. Scale: 1:1 Vert. Scale: As Noted							26219				
Unit Information Unit Leader Initials							Sheet Number 1				
Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900 Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801					7500 Pine Cone Avenue Firestone, CO 80504 (303) 833-3544		No Revisions: Revised: Void:		Designer: PK Detailer: DS Sheet Subset: TITLE Subset Sheets: 1 of 1		

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Unit Information Unit Leader Initials								Void:	Detailer: DS	Numbers						
 Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900 Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801									Sheet Subset: SURVCNTRL	Subset Sheets:	1 of 1	Sheet Number 3				



Print Date: 4/11/2025

File Name: 176623_Plan-Profile.dgn

Horiz. Scale: 1:50

Vert. Scale: As Noted

Unit Information

Unit Leader Initials



Short Elliott Hendrickson Inc.
Colorado Center Tower One
Suite 6000
2000 South Colorado Boulevard
Denver, CO 80222-7900

Tele. (720) 540-6800
(800) 490-4966
Fax (720) 540-6801

Sheet Revisions

Date:	Comments	Init.

Town of Firestone Engineering and Utilities



7500 Pine Cone Avenue
Firestone, CO 80504
(303) 833-3544

As Constructed

No Revisions:

Revised:

Void:

PLAN AND PROFILE GRADE

Designer:	PK	Structure	FRSTN26.0-13.0B
Detailer:	DS	Numbers	
Sheet Subset:	P&P	Subset Sheets:	1 of 1

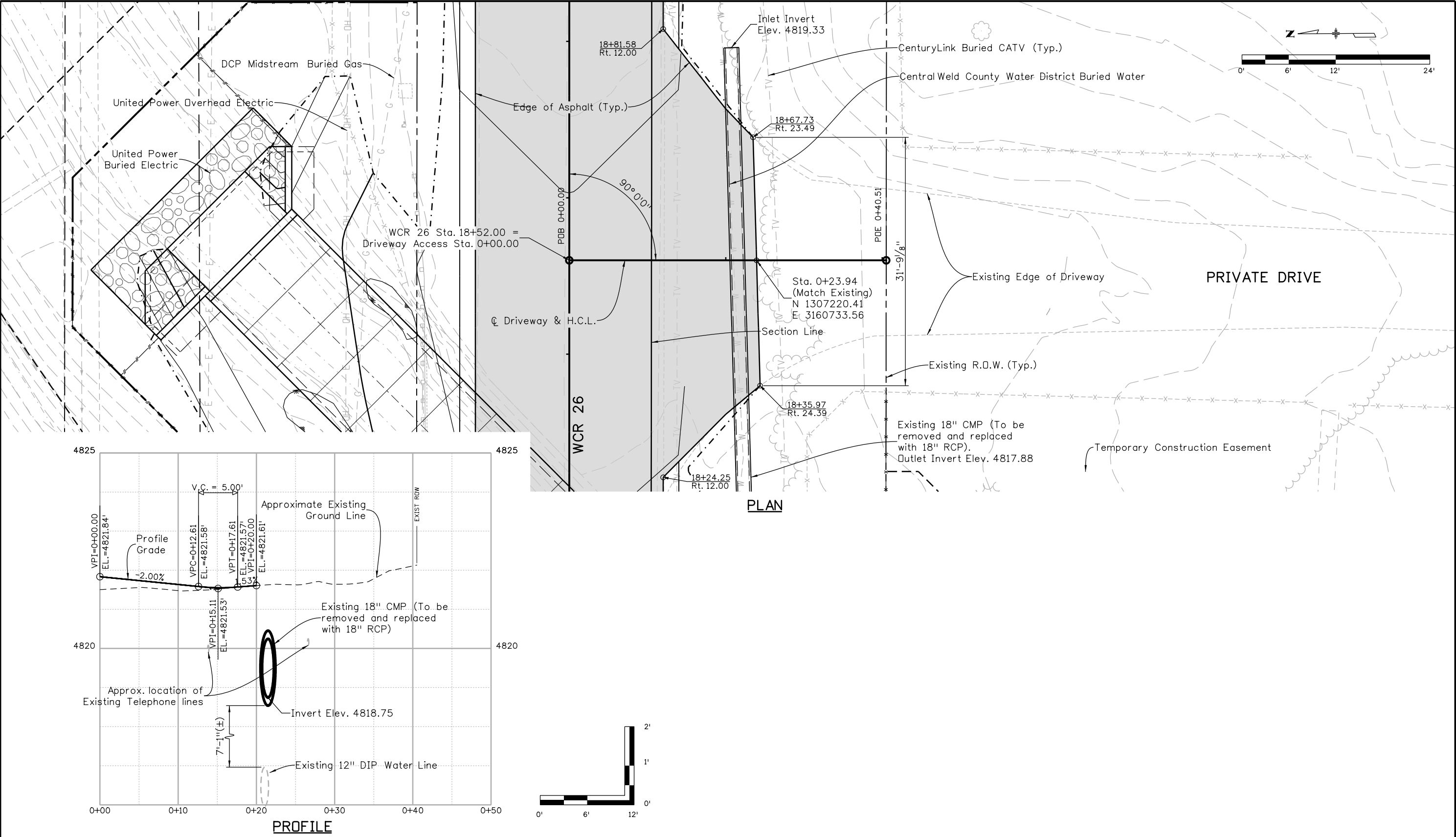
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BRD M440-002

26219

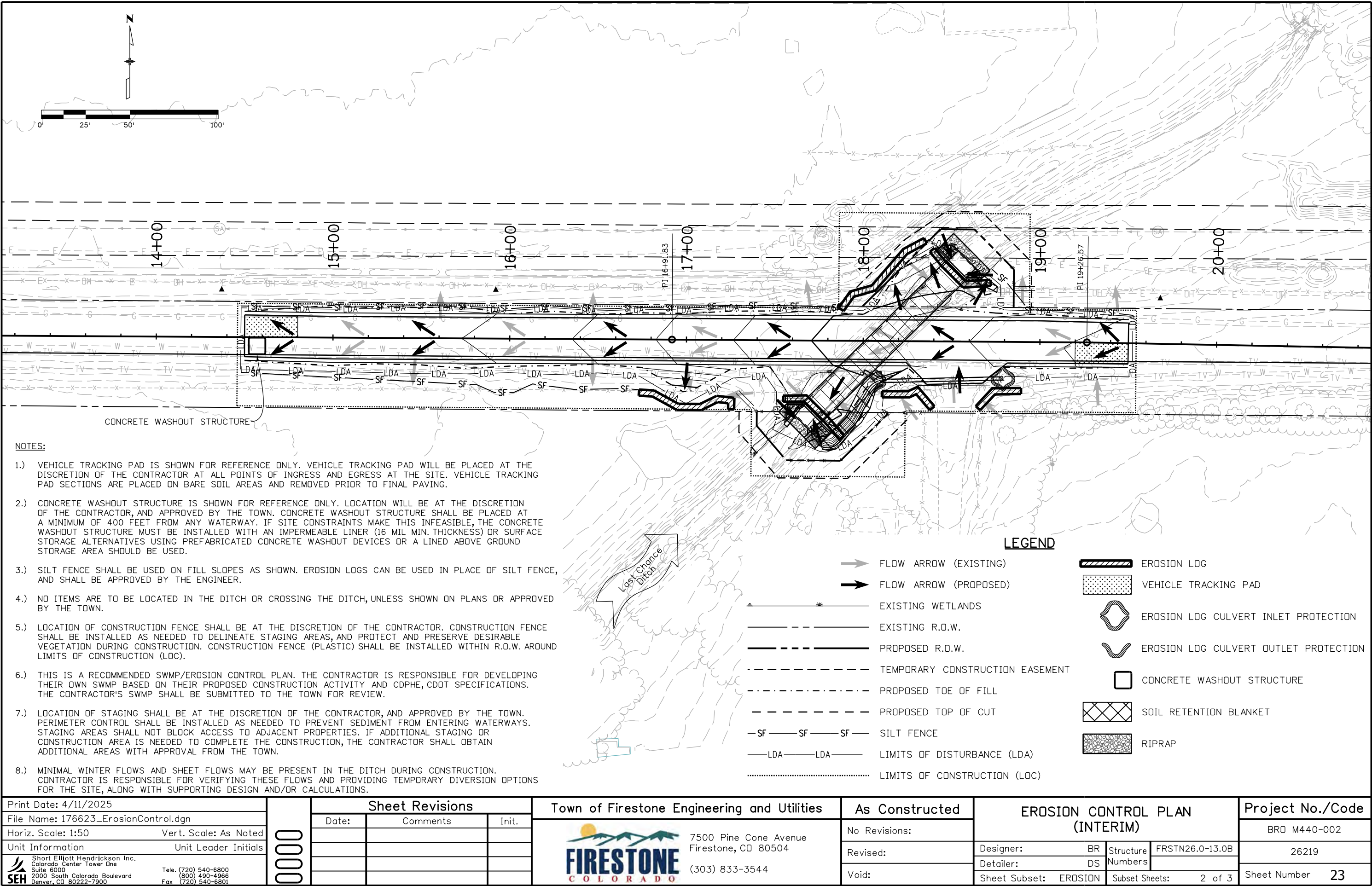
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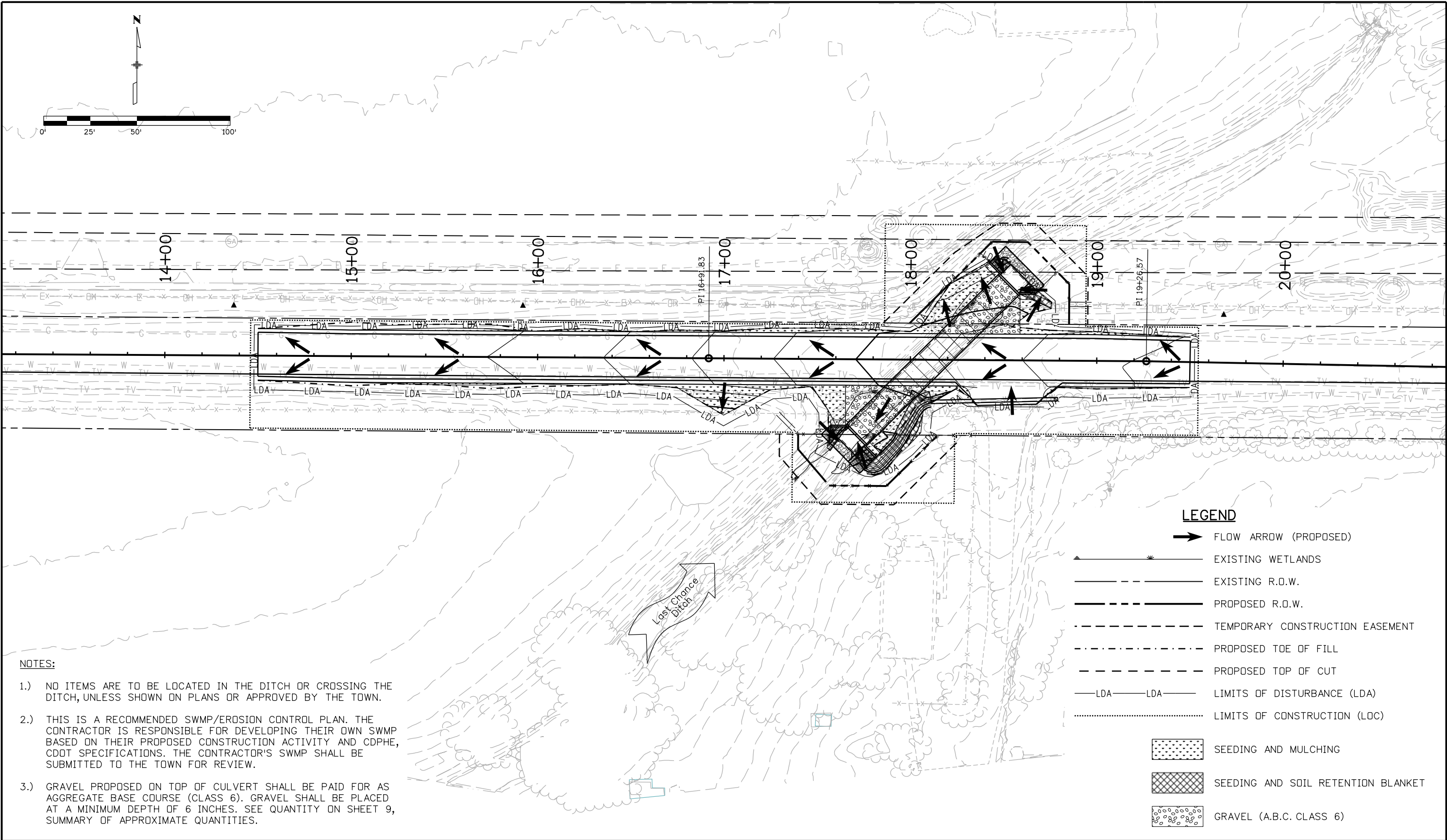
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Unit Information Unit Leader Initials								Void:	Detailer: DS	Numbers				
 Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900 Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801									Sheet Subset: ACCESS	Subset Sheets:	1 of 1	Sheet Number 13		

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Unit Leader Initials							Sheet Subset: EROSION		Subset Sheets: 2 of 3			23	
 Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900 Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801													

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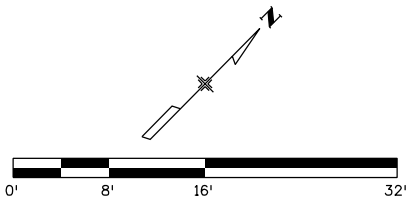
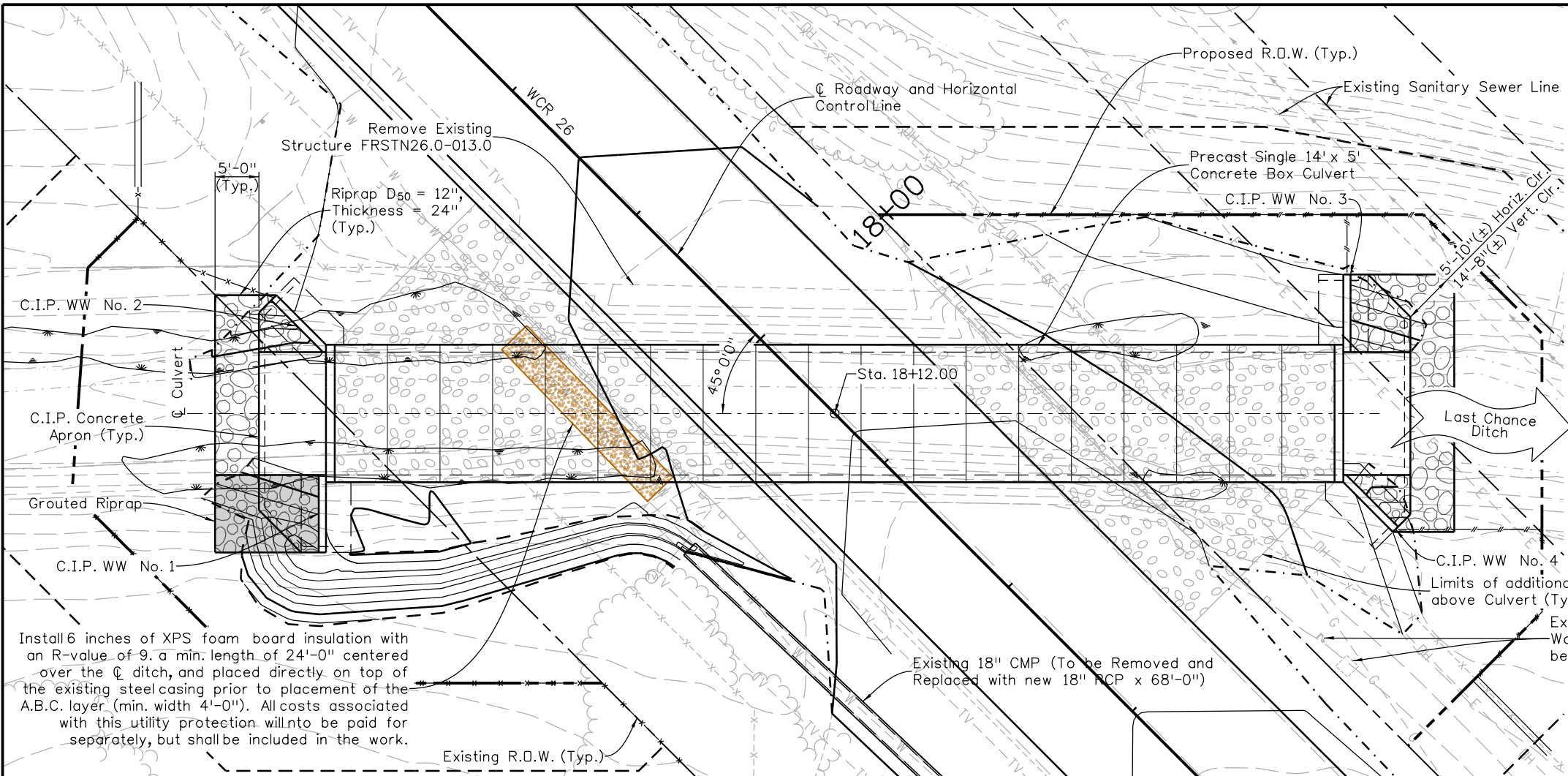


NOTES:

- 1.) NO ITEMS ARE TO BE LOCATED IN THE DITCH OR CROSSING THE DITCH, UNLESS SHOWN ON PLANS OR APPROVED BY THE TOWN.
- 2.) THIS IS A RECOMMENDED SWMP/EROSION CONTROL PLAN. THE CONTRACTOR IS RESPONSIBLE FOR DEVELOPING THEIR OWN SWMP BASED ON THEIR PROPOSED CONSTRUCTION ACTIVITY AND CDPHE, CDDT SPECIFICATIONS. THE CONTRACTOR'S SWMP SHALL BE SUBMITTED TO THE TOWN FOR REVIEW.
- 3.) GRAVEL PROPOSED ON TOP OF CULVERT SHALL BE PAID FOR AS AGGREGATE BASE COURSE (CLASS 6). GRAVEL SHALL BE PLACED AT A MINIMUM DEPTH OF 6 INCHES. SEE QUANTITY ON SHEET 9, SUMMARY OF APPROXIMATE QUANTITIES.

Print Date: 4/11/2025		0000	Sheet Revisions			Town of Firestone Engineering and Utilities		As Constructed	EROSION CONTROL PLAN (FINAL)				Project No./Code	
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 Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900 Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801									Sheet Subset: EROSION	Subset Sheets: 3 of 3				

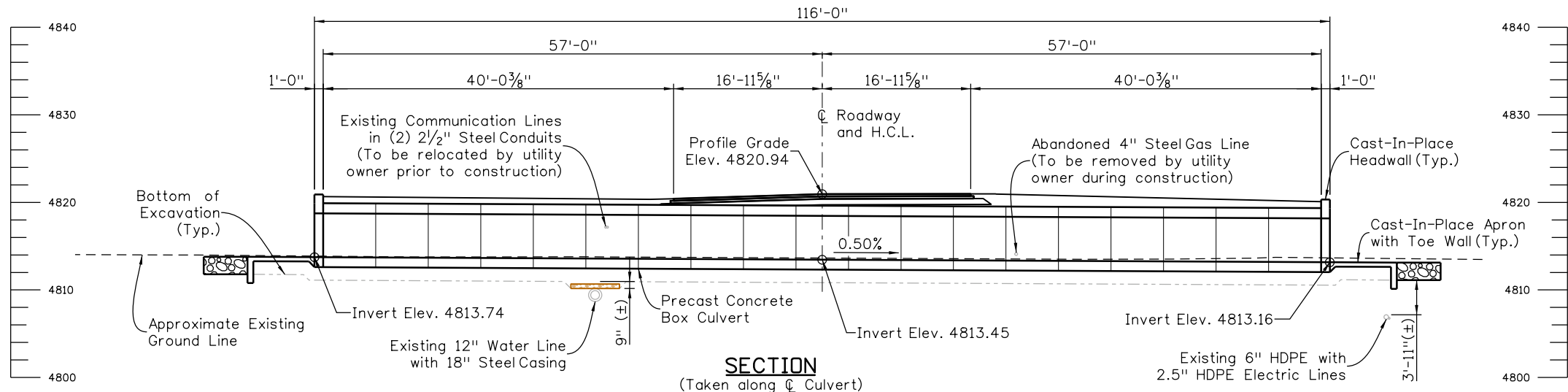
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WINGWALL TABLE						
	L	Angle	m	k	Top WW El. 1	Top WW El. 2
WW1	8'-0"	90° 0' 0"	7'-2"	5'-4"	4819.07	4820.91
WW2	8'-0"	135° 0' 0"	7'-2"	5'-4"	4819.07	4820.91
WW3	8'-0"	90° 0' 0"	7'-2"	5'-4"	4818.49	4820.33
WW4	8'-0"	135° 0' 0"	7'-2"	5'-4"	4818.49	4820.33

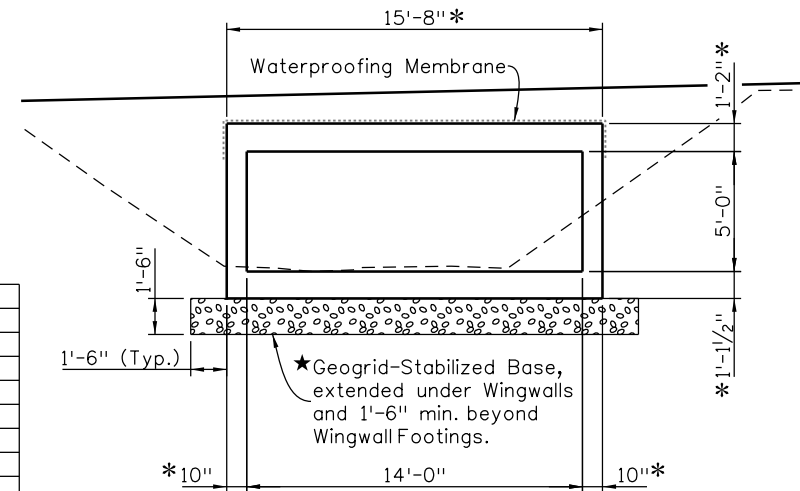
Wingwall dimensions and reinforcement details shall be in accordance with CDDT standard drawing M-601-20, except for the footing width, which shall be a constant 5'-8" (Typ. for all Wingwalls).

PLAN



SECTION

(Taken along centerline of Culvert)



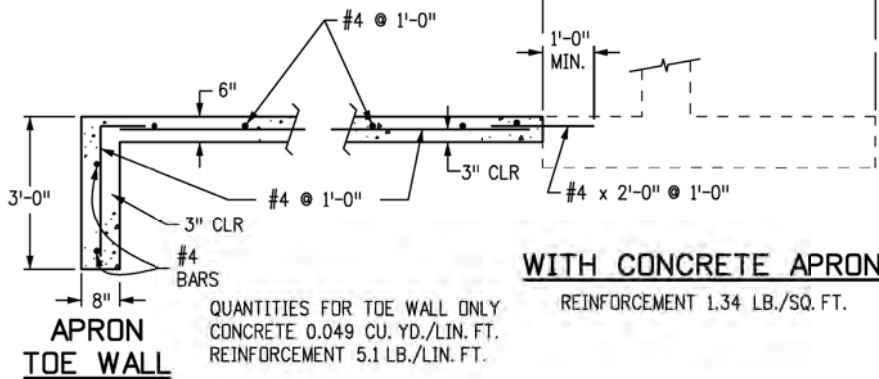
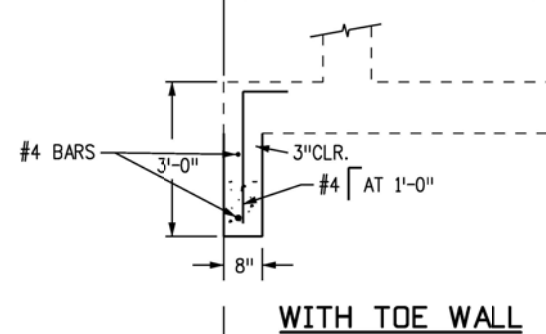
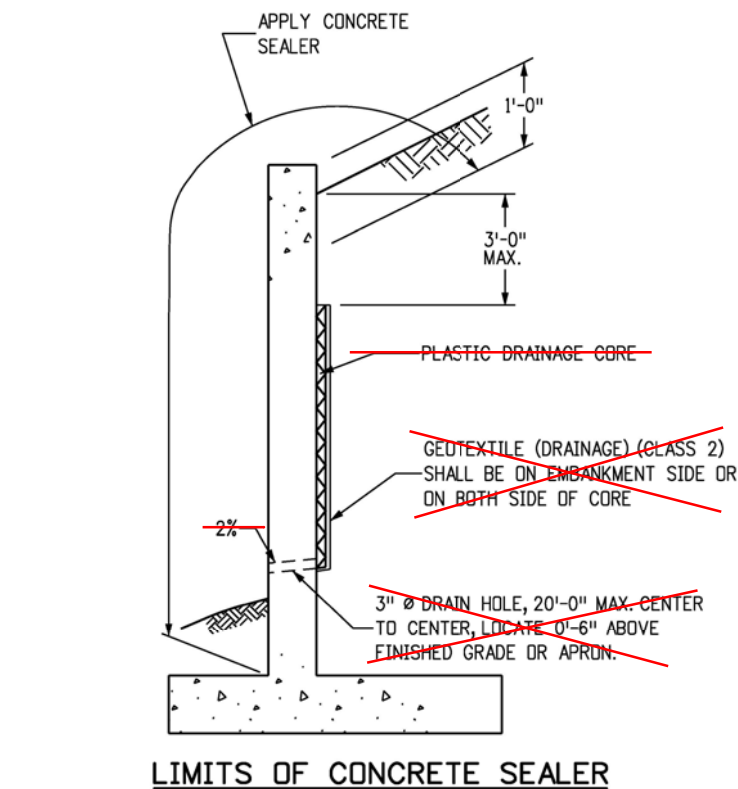
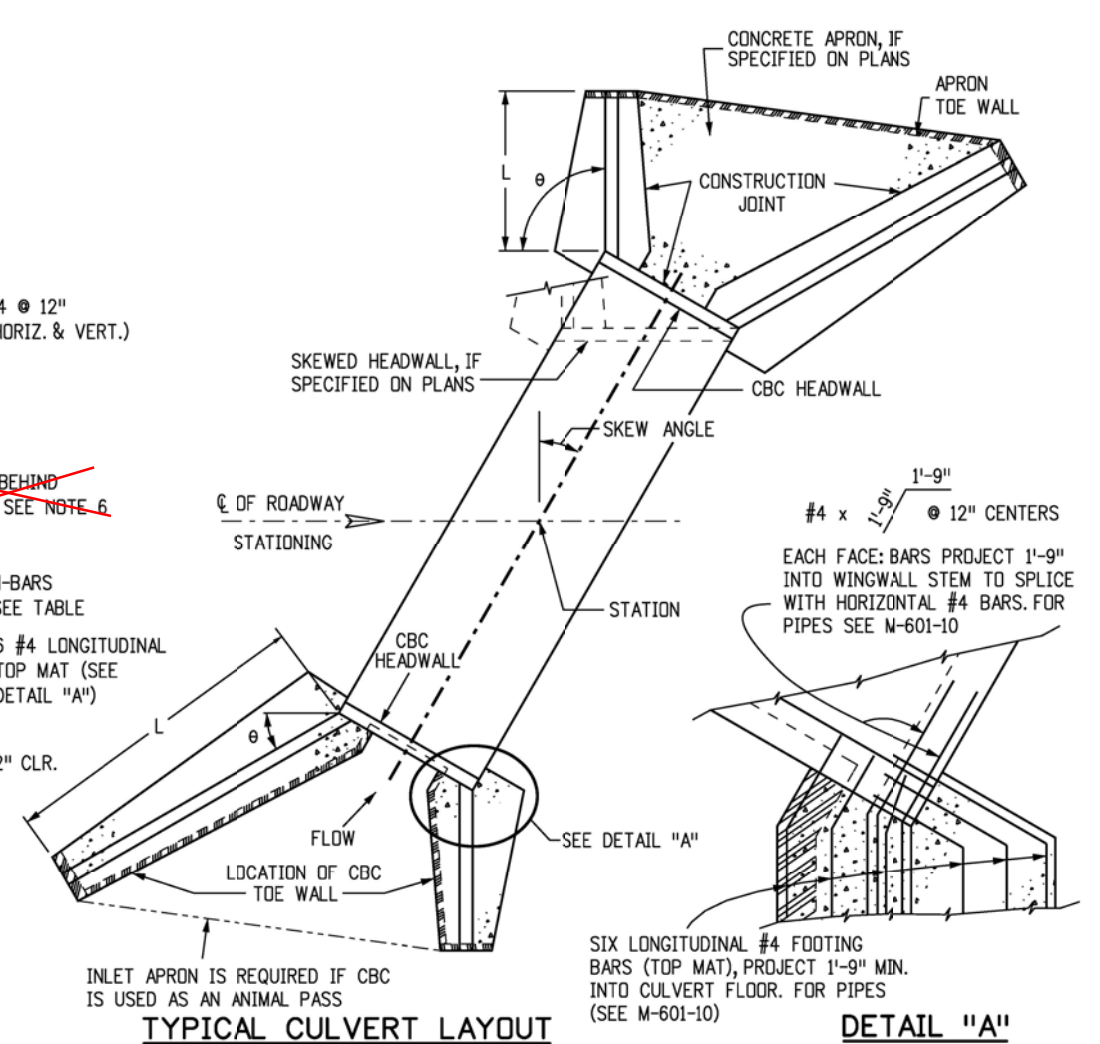
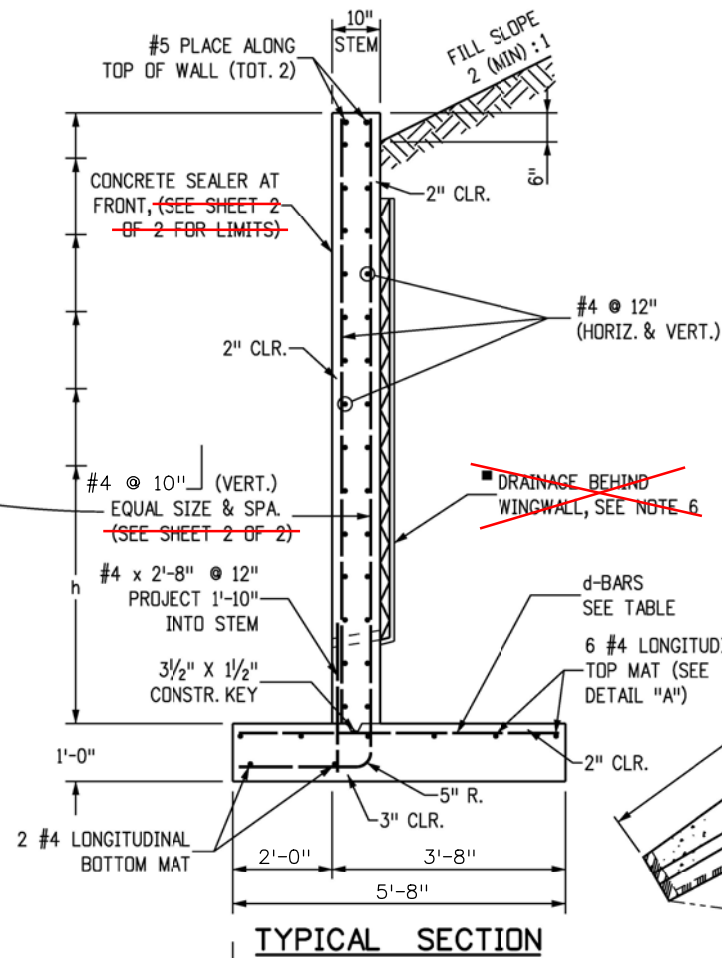
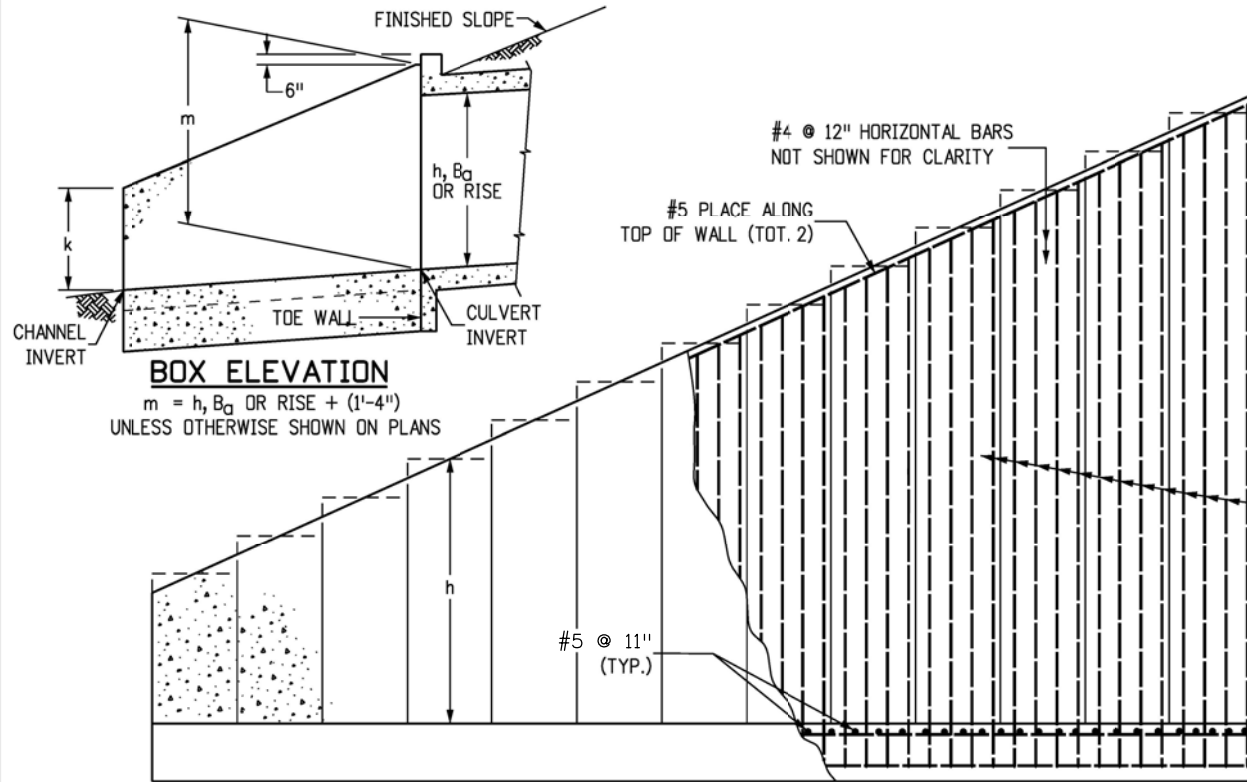
CBC TYPICAL SECTION

* Verify with Final Precast Box Design (shall be per ASTM C 1577)

* Geogrid may consist of Tensar Triax TX7 or equivalent. A filter fabric should be placed at the base and sides of the excavation. One layer of geogrid should be placed for every one foot of granular fill. Fill placed on the geogrid shall be ABC (Class 6). Geogrid will not be paid for separately but shall be incidental to Item 304-06000, Aggregate Base Course (Class 6).

Print Date: 4/11/2025		0000	Sheet Revisions			Town of Firestone Engineering and Utilities		As Constructed	GENERAL LAYOUT				Project No./Code	
File Name: 176623_GenLayout.dgn			Date:	Comments	Init.	7500 Pine Cone Avenue Firestone, CO 80504 (303) 833-3544		No Revisions:					BRD M440-002	
Horiz. Scale: 1:16 Vert. Scale: As Noted								Revised:	Designer: PK	Structure	FRSTN26.0-13.0B	26219		
Unit Information Unit Leader Initials								Void:	Detailer: DS	Numbers				
Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900 Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801									Sheet Subset: BRIDGE	Subset Sheets: B2 of 8	Sheet Number 26			

Project No./Code
BRD M440-002
26219
Sheet Number 27



DESIGN DATA:

AASHTO LRFD EIGHTH EDITION, 2017
DESIGN METHOD: LOAD AND RESISTANCE FACTOR DESIGN, YIELD LINE METHOD

REINFORCED CONCRETE:
CONCRETE CLASS D (BOX CULVERT): $f'_c = 4,500$ PSI
REINFORCING STEEL: $f_y = 60,000$ PSI

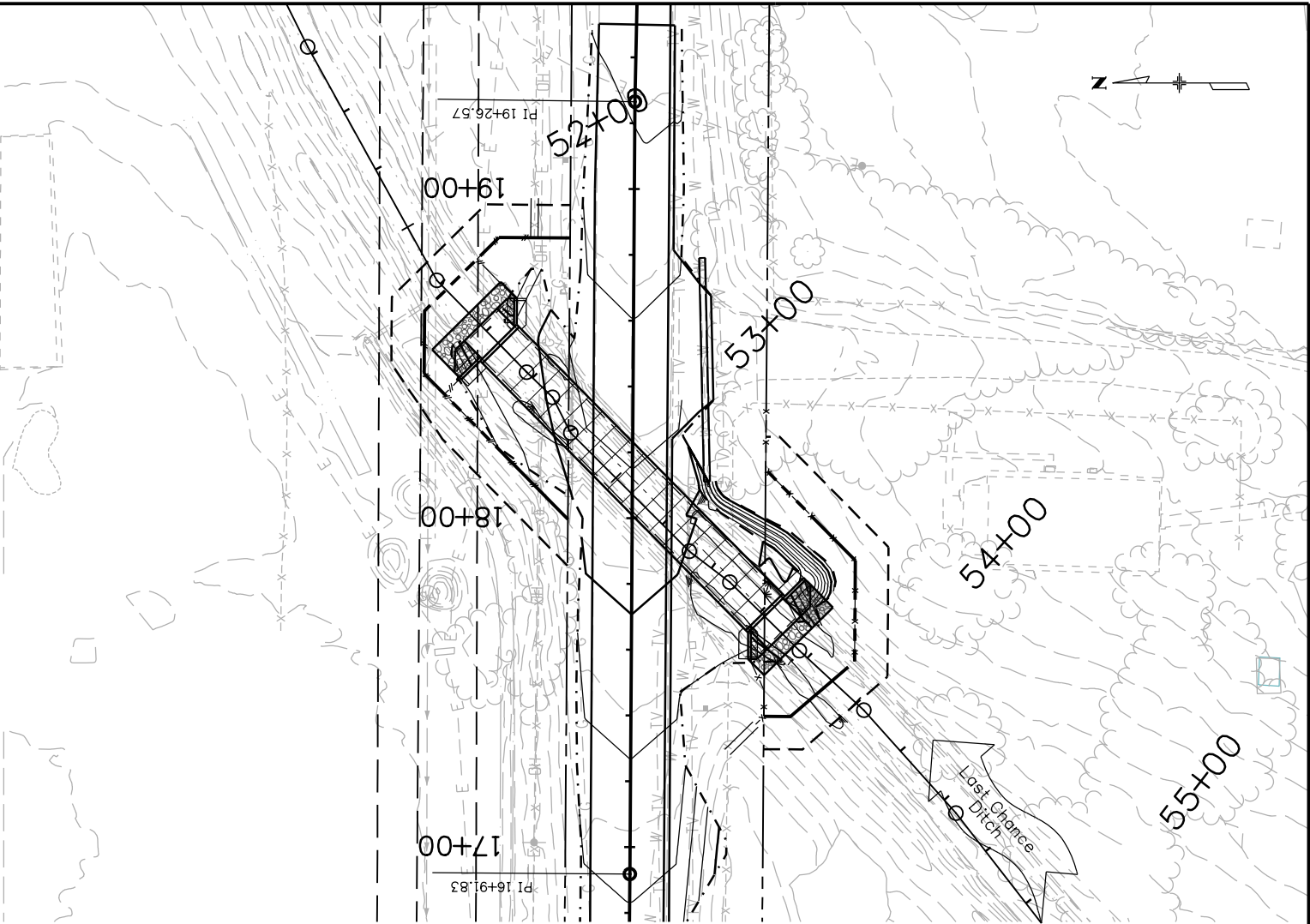
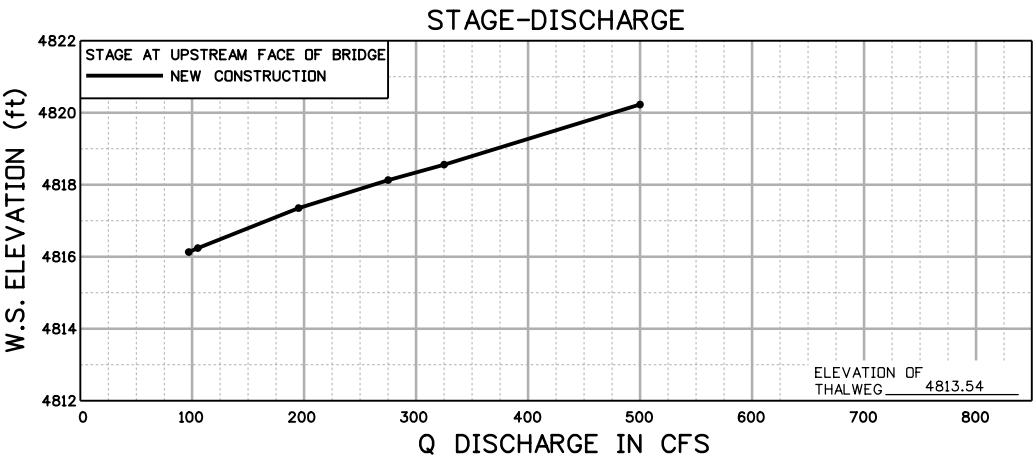
LOADING:
AT-REST EARTH (FLUID) PRESSURE FOR CONCRETE STEM DESIGN = 55 PCF FOR 2 (MIN.):1 SLOPED BACKFILL
ACTIVE EARTH (FLUID) PRESSURE FOR CONCRETE FOOTING DESIGN = 40 PCF FOR 2 (MIN.):1 SLOPED BACKFILL
LIVE LOAD SURCHARGE = 2'
MINIMUM RESISTANCE FOR SOIL BEARING = 5.5 KSF
SOIL BEARING RESISTANCE FACTOR = 0.45

GENERAL NOTES:

- ALL EXPOSED CONCRETE CORNERS SHALL BE CHAMFERED $\frac{3}{4}$ IN.
- WINGWALL FOOTING AND FLOOR OF BOX CULVERT SHALL BE PLACED MONOLITHICALLY.
- DIMENSIONS "h", "k", "L", "m" AND ANGLE "θ" FOR WINGWALL SHALL BE AS SHOWN ON THE PLANS.
- MINIMUM CLASS B LAP SPLICE LENGTH FOR BLACK REINFORCING BARS:
BAR SIZE: #4 #5 #6 #7
SPLICE LENGTH: 1'-6" 1'-11" 2'-3" 2'-7"
- DESIGN DOES NOT CONSIDER ANY SCOUR EFFECTS.
- ~~WINGWALL DRAIN SHALL BE REQUIRED IF "h" ≥ 12.0 FT., SEE SHEET 2 OF 2 FOR DETAILS.~~

Print Date: 4/11/2025		0000	Sheet Revisions			Town of Firestone Engineering and Utilities		As Constructed	WINGWALLS FOR PIPE OR BOX CULVERTS				Project No./Code	
File Name: 176623_M-601-20.dgn			Date:	Comments	Init.	 7500 Pine Cone Avenue Firestone, CO 80504 (303) 833-3544		No Revisions:	BRD M440-002					
Horiz. Scale: 1:1 Vert. Scale: As Noted														
Unit Information Unit Leader Initials									Revised:	Designer: PK	Structure Numbers	FRSTN26.0-13.0B	26219	
 Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900 Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801														Void:

BRIDGE HYDRAULIC INFORMATION



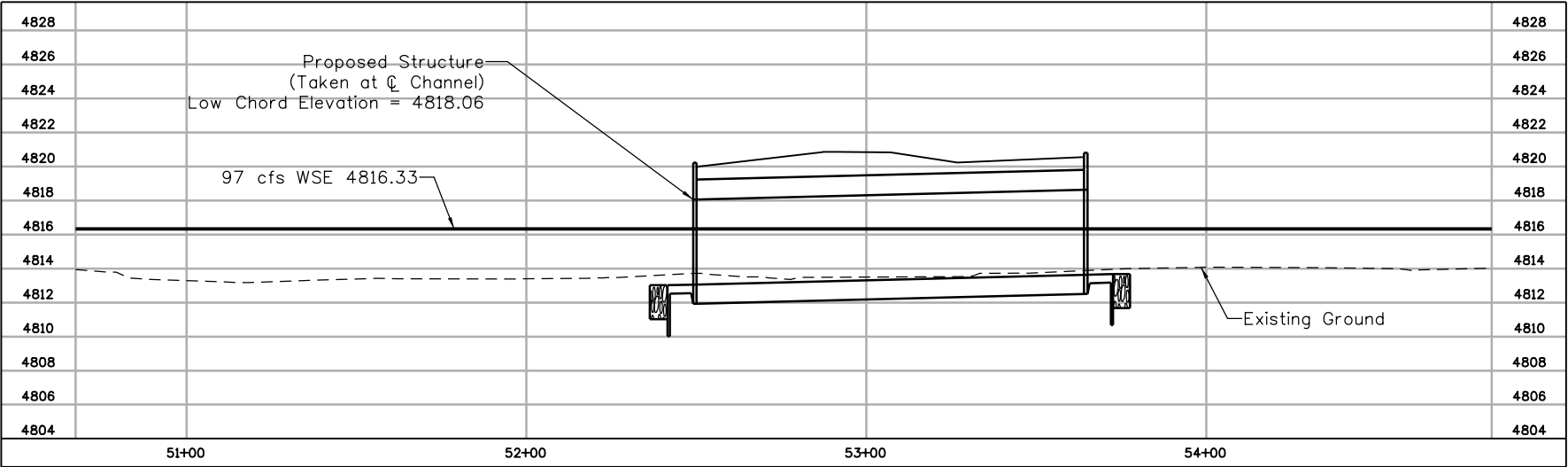
IRRIGATION DITCH DESIGN FLOW: 97 cfs

CHANNEL DESCRIPTION

Bottom Material - Cohesive ☐ Non Cohesive ☐
Bottom Material Size - Clay ☐ Silt ☐ Sand ☐ Gravel ☐
Cobbles ☐ Note -
Stream Form - Straight ☒ Meandering ☐ Braided ☐
Mannings "n" for Design - Channel 0.032 Overbank 0.045
Debris - Brush ☐ Trees/Logs ☐ Ice ☐ Note -
Drainage Area = N/A

COMPARISON OF HYDRAULICS (97 cfs)

	Velocity (97 cfs)	Freeboard (97 cfs)
Existing	2.50 fps	1.07 ft.
Proposed	2.83 fps	2.53 ft.

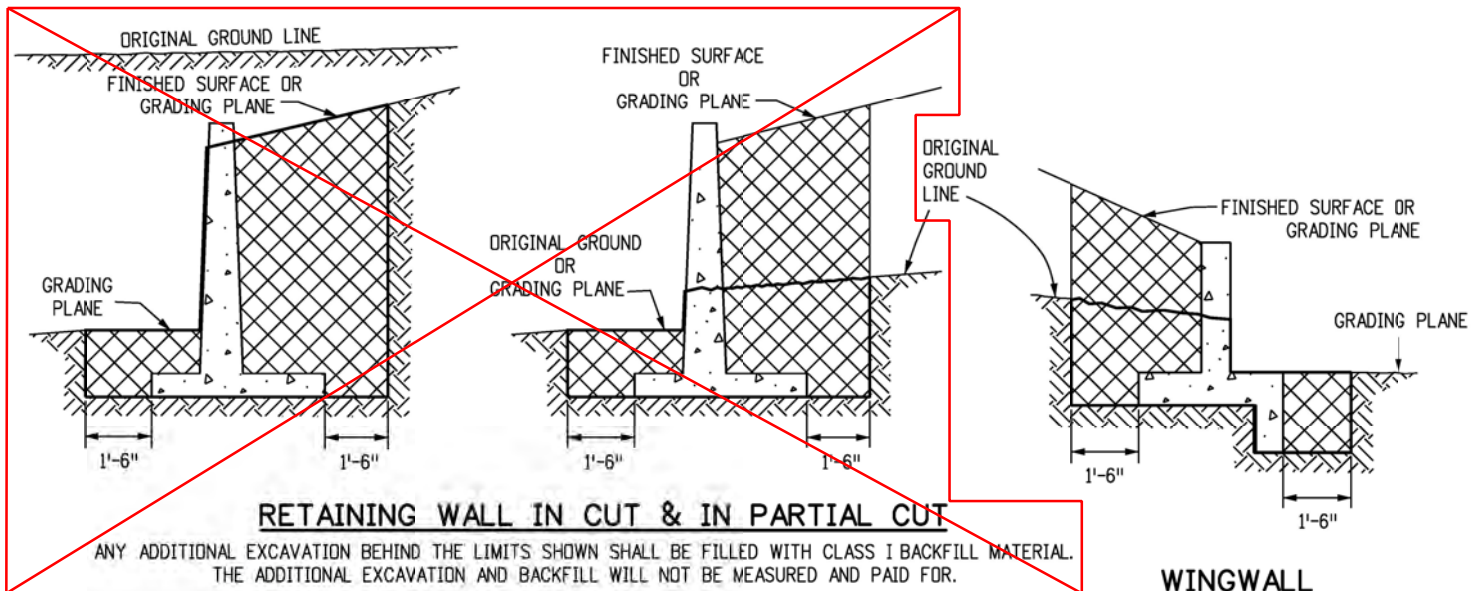
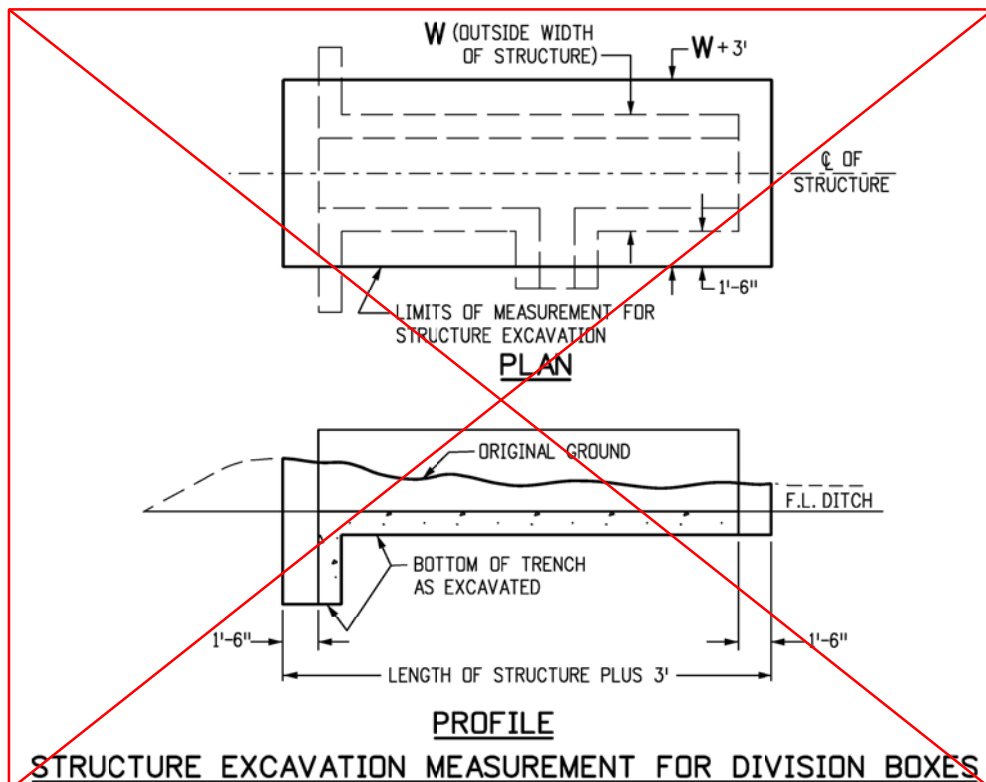
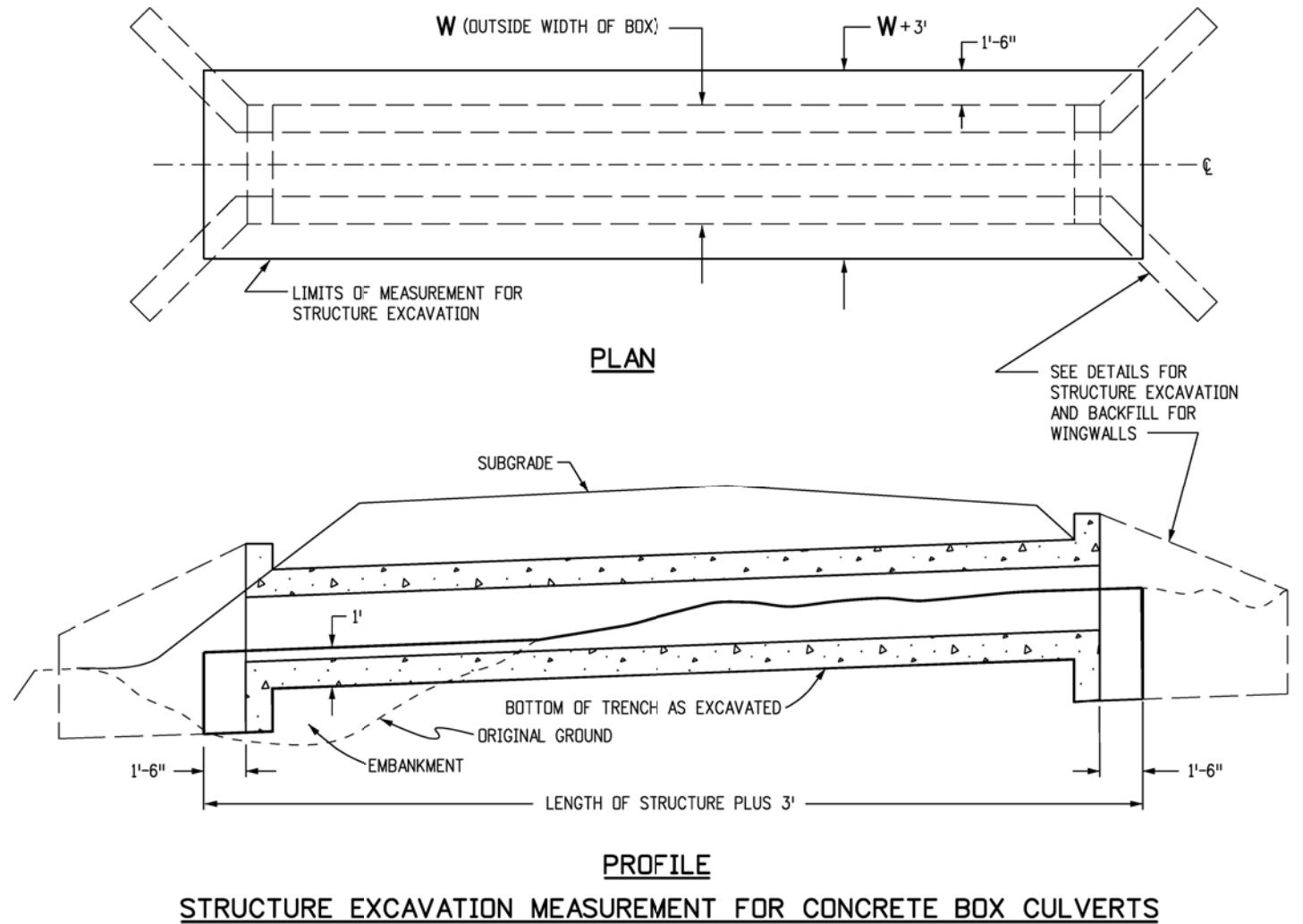
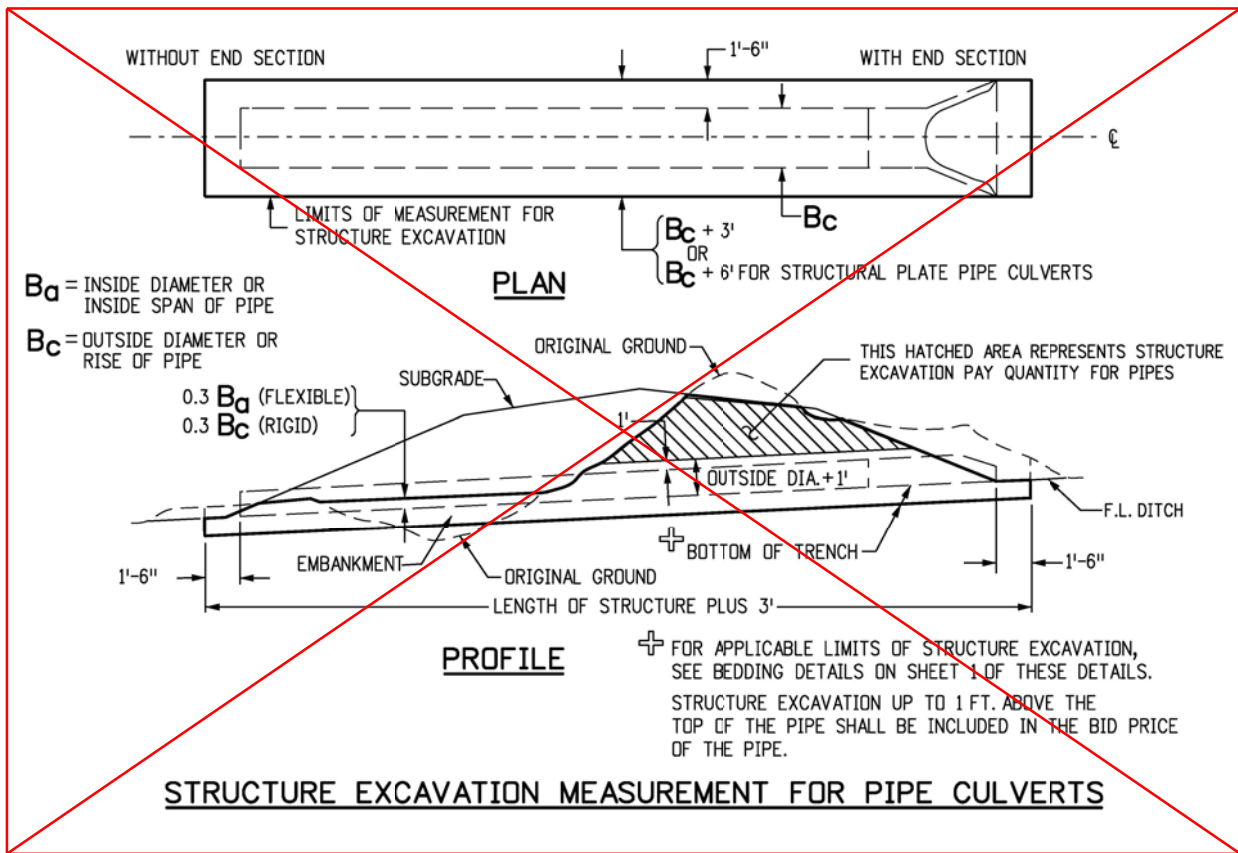


PROFILE OF DESIGN WATER SURFACE

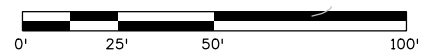
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Horiz. Scale: 1:50 Vert. Scale: As Noted								Revised:					26219	
Unit Information Unit Leader Initials								Void:	Detailer: DS Numbers:		Sheet Number 30			
Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900 Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801										Sheet Subset: BRIDGE Subset Sheets: B6 of 8				

Print Date: 4/10/2025			Sheet Revisions			Town of Firestone Engineering and Utilities  7500 Pine Cone Avenue Firestone, CO 80504 (303) 833-3544	As Constructed		EXCAVATION AND BACKFILL FOR STRUCTURES				Project No./Code	
File Name: 176623_M-206-1.dgn			Date:	Comments	Init.		No Revisions:		BRD M440-002					
Horiz. Scale: 1:1 Vert. Scale: As Noted							Revised:		Designer: PK	Structure	FRSTN26.0-13.0B	26219		
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 Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900 Tele. (720) 540-6800 Fax (720) 540-6801									Sheet Subset: STAND	Subset Sheets: B7 of 8				

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Print Date: 4/10/2025		Sheet Revisions			Town of Firestone Engineering and Utilities		As Constructed		EXCAVATION AND BACKFILL FOR STRUCTURES		Project No./Code	
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Horiz. Scale: 1:1							Revised:		Detailer: DS		26219	
Unit Information							Void:		Structure Numbers		FRSTN26.0-13.0B	
Unit Leader Initials									Sheet Subset: STAND		Subset Sheets: B8 of 8	
Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900 Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801					7500 Pine Cone Avenue Firestone, CO 80504 (303) 833-3544						Sheet Number 32	



Print Date: 4/11/2025			Sheet Revisions			Town of Firestone Engineering and Utilities		As Constructed	UTILITY PLAN				Project No./Code	
File Name: 176623_Utility.dgn			Date:	Comments	Init.	 7500 Pine Cone Avenue Firestone, CO 80504 (303) 833-3544		No Revisions:					BRO M440-002	
Horiz. Scale: 1:50 Vert. Scale: As Noted								Revised:					Designer: PK	Structure
Unit Information Unit Leader Initials								Void:	Detailer: DS	Numbers				
Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900 Tele. (720) 540-6800 Fax (720) 540-6801										Sheet Subset: UTILITY	Subset Sheets:	1 of 1	Sheet Number 33	

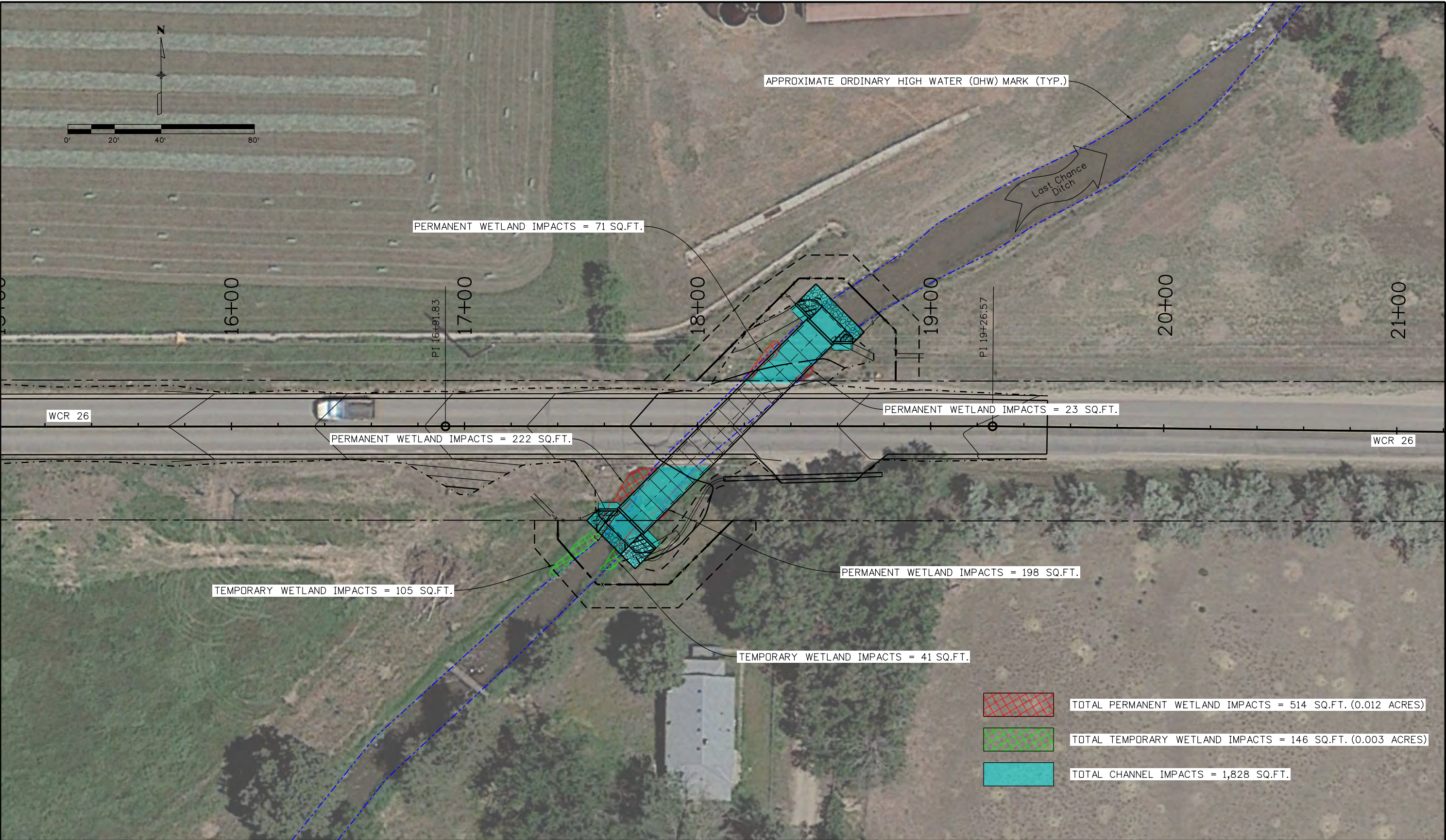
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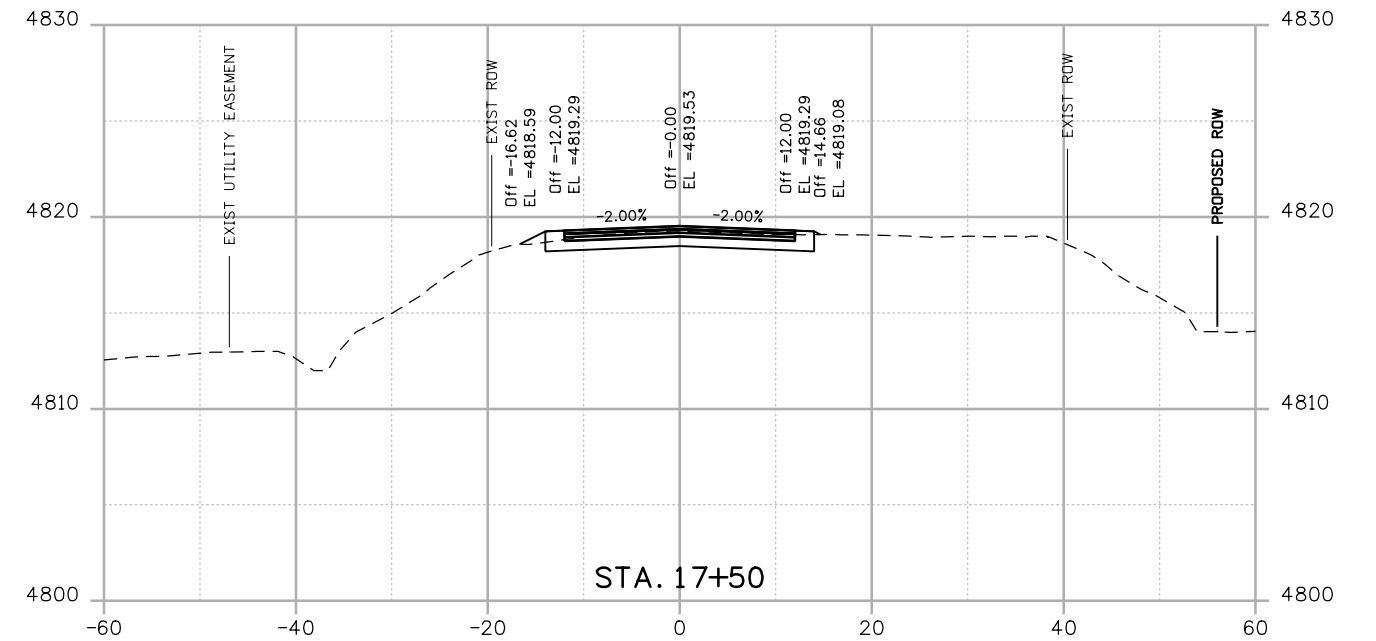
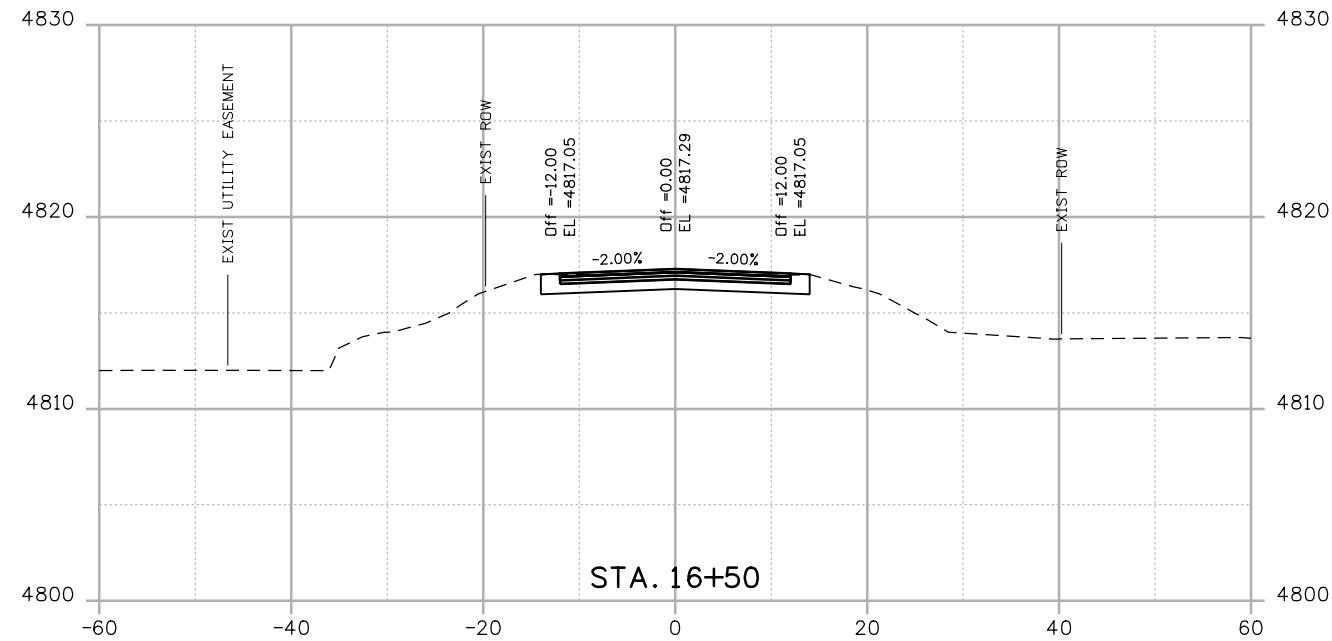
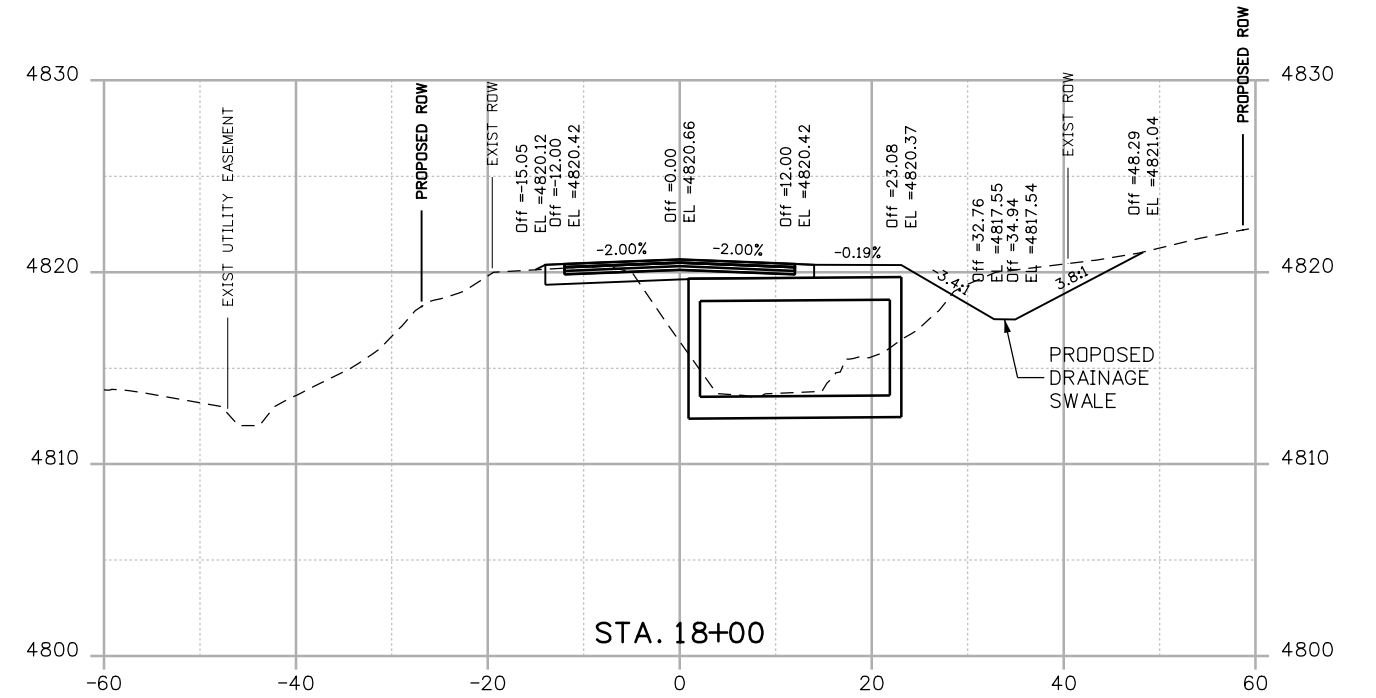
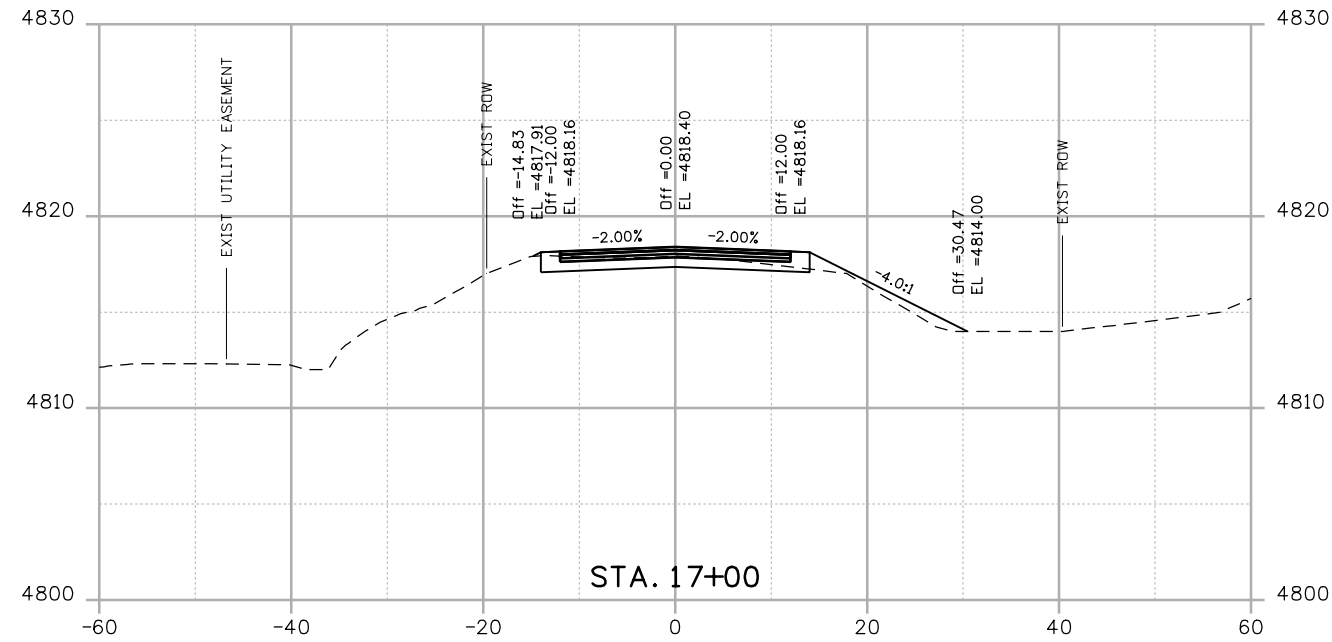
TABLE OF R.O.W. / EASEMENTS		
PARCEL	NUMBER	AREA (Sq.Ft.)
H&J Property LLC.	RW-01	2,545
H&J Property LLC.	TE-01	1,465
6856 CR26 LLC	RW-02	1,519
6856 CR26 LLC	TE-02	1,199

Print Date: 4/11/2025		0000	Sheet Revisions			Town of Firestone Engineering and Utilities		As Constructed	R.O.W. EXHIBIT				Project No./Code	
File Name: 176623_ROW Exhibit.dgn			Date:	Comments	Init.	7500 Pine Cone Avenue Firestone, CO 80504 (303) 833-3544		No Revisions:					BRD M440-002	
Horiz. Scale: 1:40 Vert. Scale: As Noted								Revised:	Designer: PK	Structure DS	FRSTN26.0-13.0B	26219		
Unit Information Unit Leader Initials								Void:	Detailer: DS	Numbers		Sheet Number 34		
Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900 Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801									Sheet Subset: ROW	Subset Sheets: 1 of 1				

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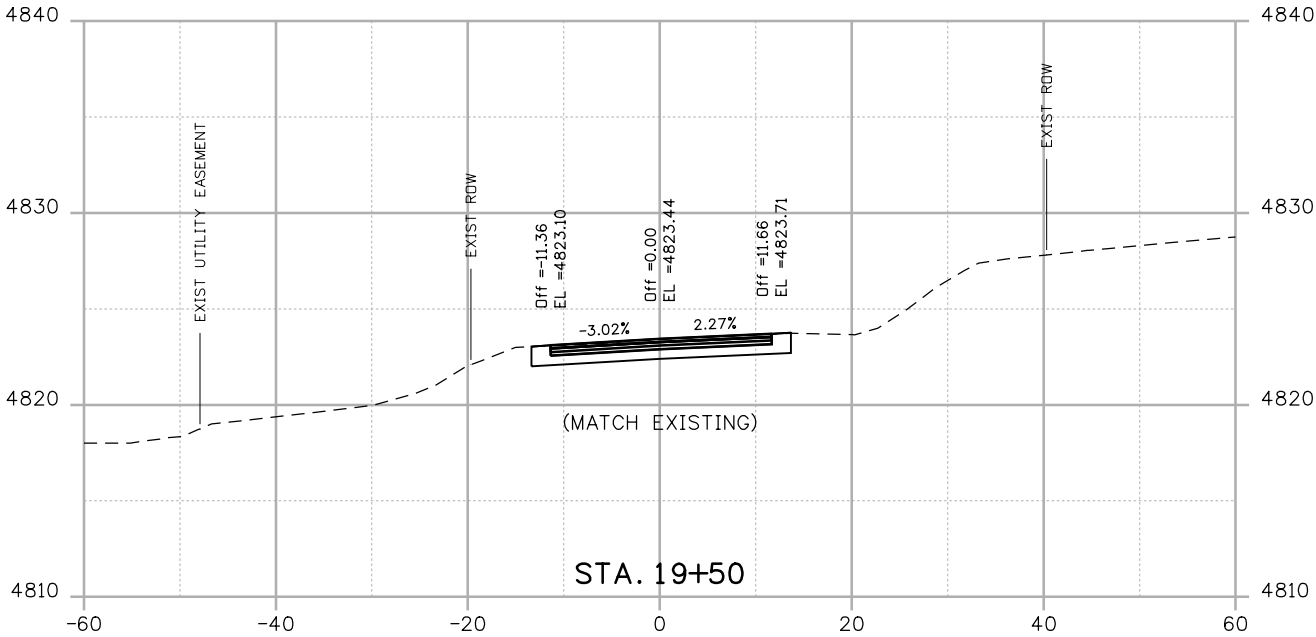
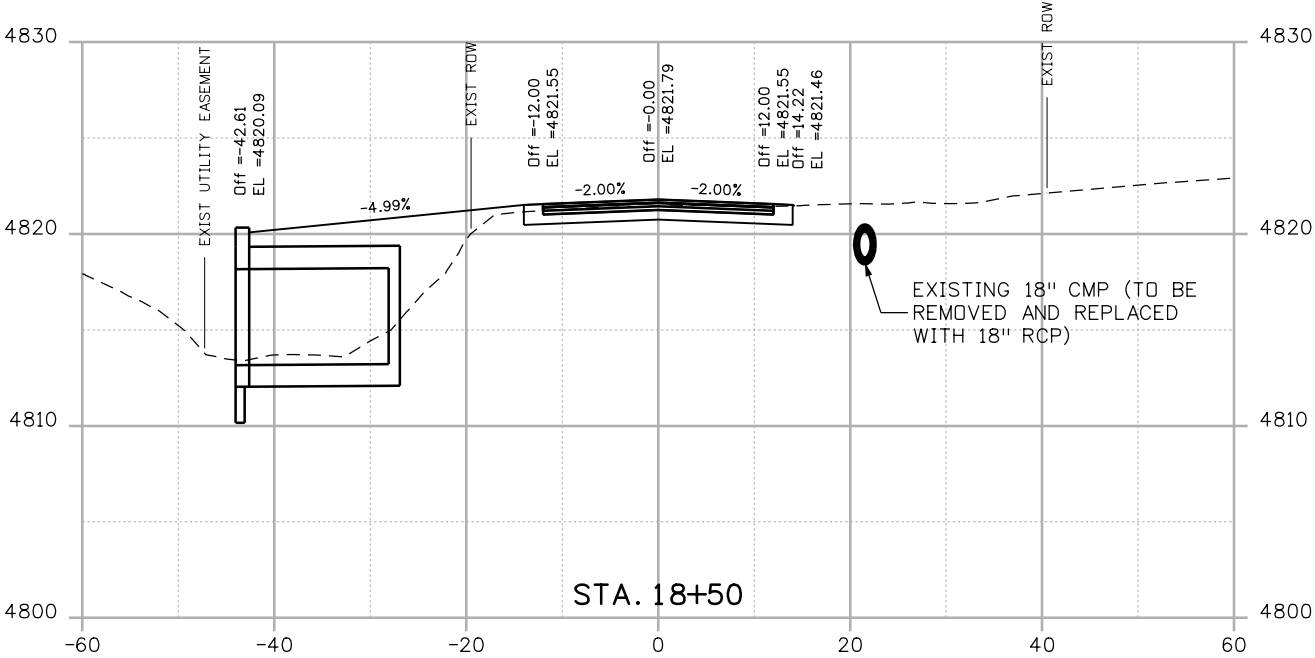
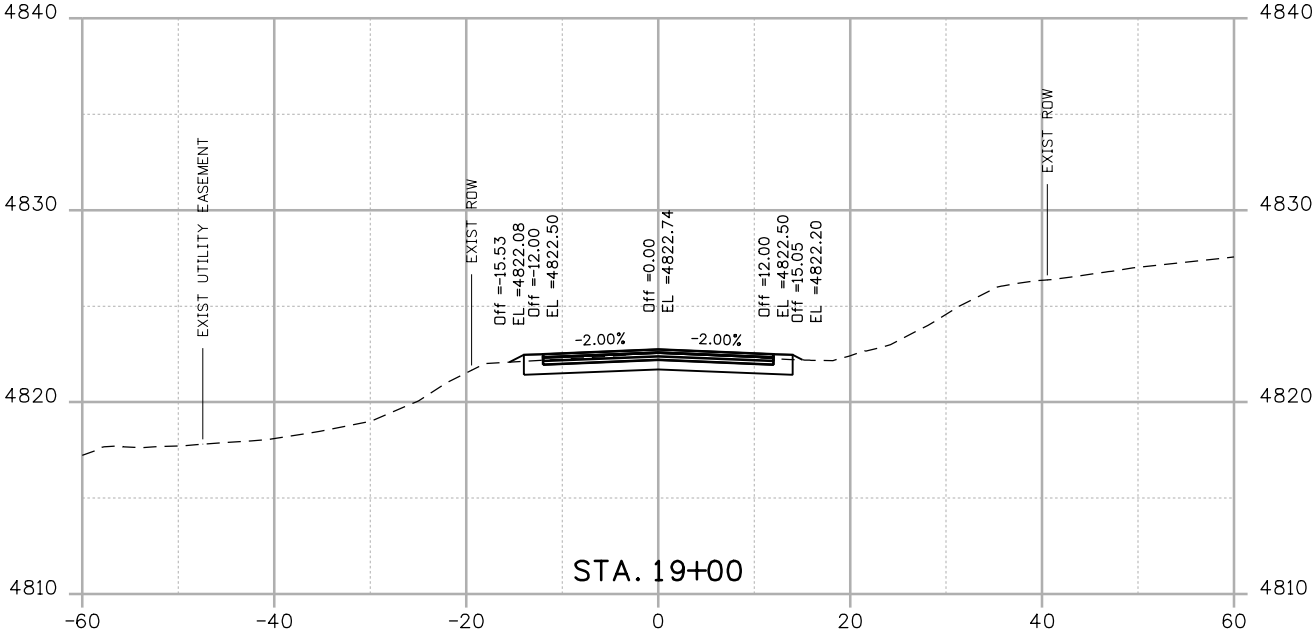
Print Date: 4/11/2025		0000	Sheet Revisions			Town of Firestone Engineering and Utilities		As Constructed	ENVIRONMENTAL IMPACTS				Project No./Code	
File Name: 176623_Wetland Impacts.dgn			Date:	Comments	Init.	 7500 Pine Cone Avenue Firestone, CO 80504 (303) 833-3544		No Revisions:	Designer: PK Structure FRSTN26.0-13.0B				BRD M440-002	
Horiz. Scale: 1:40 Vert. Scale: As Noted								Revised:					26219	
Unit Information Unit Leader Initials								Void:	Detailer: DS Numbers		Sheet Number 35			
 Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900 Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801									Sheet Subset: WETLAND Subset Sheets: 1 of 1					



Print Date: 4/10/2025		0000	Sheet Revisions			Town of Firestone Engineering and Utilities		As Constructed	ROADWAY CROSS SECTION				Project No./Code	
File Name: 176623_RdwySections.dgn			Date:	Comments	Init.	 7500 Pine Cone Avenue Firestone, CO 80504 (303) 833-3544		No Revisions:	Designer: PK Structure FRSTN26.0-13.0B			BRD M440-002		
Horiz. Scale: 1:20 Vert. Scale: As Noted								Revised:				Detailer: DS Numbers		26219
Unit Information Unit Leader Initials								Void:	Sheet Subset: X-SECTS Subset Sheets: 2 of 3			Sheet Number 37		
 Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900 Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801														

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TRANSITION CROSS SLOPES LINEARLY
BETWEEN STA. 19+00 AND STA. 19+50.



Print Date: 4/10/2025

File Name: 176623_RdwySections.dgn

Horiz. Scale: 1:20

Vert. Scale: As Noted

Unit Information

Unit Leader Initials

Short Elliott Hendrickson Inc.
Colorado Center Tower One
Suite 6000
2000 South Colorado Boulevard
Denver, CO 80222-7900

Tele. (720) 540-6800
(800) 490-4966
Fax (720) 540-6801

0000

Sheet Revisions

Date:	Comments	Init.

Town of Firestone Engineering and Utilities



7500 Pine Cone Avenue
Firestone, CO 80504
(303) 833-3544

As Constructed

No Revisions:

Revised:

Void:

ROADWAY CROSS SECTION

Designer:	PK	Structure	FRSTN26.0-13.0B
Detailer:	DS	Numbers	
Sheet Subset:	X-SECTS	Subset Sheets:	3 of 3

Project No./Code

BRD M440-002

26219

Sheet Number 38

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.a

Presentation

Meeting Date: October 22, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Shine Prom Event

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

Executive Session

Meeting Date: October 22, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

An executive session pursuant to C.R.S. Section 24-6-402(4)(e)(I) to determine positions, develop strategy, and to instruct negotiators accordingly related to a draft offer for a temporary assignment to Interim Town Manager.

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.a

Land Development

Meeting Date: October 22, 2025

Initiated By: Rachel Clyne

Department: Planning & Development

AGENDA ITEM

PUBLIC HEARING: ORDINANCE 1067: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ZONING CERTAIN LAND, FULLY DESCRIBED HEREIN, FROM THE RESIDENTIAL C (R-C) ZONE DISTRICT TO THE RESIDENTIAL B (R-B) ZONE DISTRICT

RECOMMENDATION

Town staff recommends that the Planning and Zoning Commission approve draft Ordinance 1067, a resolution recommending approval of the Grant Village Rezoning application to the Board of Trustees with the following condition:

- a. All remaining technical corrections to the Grant Village Zoning Map requested by Town staff shall be made to the Town staff's satisfaction.

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 rezoning request is for an approximately 29-acre parcel located northeast of the Grant Avenue and 1st Street intersection. The request is to rezone the subject property from R-C (High-Density Residential District) to R-B (Medium-Density Residential District), which reduces the minimum number of dwelling units per acre from ten (10) to five (5). The property is part of the Historic Firestone Neighborhood Plan (FHNP).

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

The property was annexed in 1976 as part of the Zadel Annexation.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Ordinance 1067
2. Grant Village Zoning Map
3. Grant Village BOT Staff Report
4. Resolution PC 25-11 signed

ORDINANCE NO. 1067

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ZONING CERTAIN LAND, FULLY DESCRIBED HEREIN, FROM THE RESIDENTIAL C (R-C) ZONE DISTRICT TO THE RESIDENTIAL B (R-B) ZONE DISTRICT

WHEREAS, Miller United Real Estate (the “Applicant”), on behalf of NMP Construction LLC, the owner of certain real property located within the Town of Firestone, Colorado (the “Property”), has submitted a proposed rezoning for the Property (the “Application”); and

WHEREAS, the Property is located in the Residential C (PUD R-C) zone district; and

WHEREAS, Applicant has applied for the rezoning of the Property from the Residential C (R-C) zone district to the Residential B (R-B) zone district; and

WHEREAS, the Firestone Planning and Zoning Commission, at its meeting on October 16, 2025, conducted a public hearing on the Application, considered the testimony, evidence, and argument presented at that hearing, as well as the approval criteria set out in Section 16.7.4 of the Firestone Development Code; and rendered a decision recommending approval of the Application; and

WHEREAS, on October 22, 2025, the Board of Trustees conducted a public hearing on the Application; and

WHEREAS, after reviewing the recommendation of the Firestone Planning and Zoning Commission, and after considering the testimony, evidence, and argument presented at the Board of Trustees public hearing, the Board of Trustees finds and determines that the Application is complete and that the Applicant has met the applicable requirements and standards set forth in Section 16.7.4 of the Firestone Development Code, including Step 9 of Section 16.7.4.

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

Section 1. The Board of Trustees acknowledges the Planning and Zoning Commission’s findings and recommendation on this matter, as detailed in its Resolution No. PC-25-11.

Section 2. The land legally described and depicted in the Grant Village Zoning Map, which is attached hereto as **Exhibit A** and incorporated herein by this reference, and which consists of approximately 29.07 acres, more or less, shall be zoned Town of Firestone Residential B (R-B) Zoning District as shown in **Exhibit A**, subject to satisfaction of the following condition:

- a. All remaining technical corrections to the Grant Village Zoning Map requested by Town staff shall be made to the Town’s satisfaction.

Section 3. Upon the occurrence of the condition set forth in Section 2 above, the Board

of Trustees certifies a change in the zoning of the property described herein to the Town of Firestone Residential B (R-B) Zoning District, as described and shown in **Exhibits A**, attached hereto.

Section 4. Upon the occurrence of the condition set forth in Section 2 above, the Board of Trustees directs that a certified copy of this ordinance be filed with the Town Clerk and further that the Town Clerk index, file, and make this ordinance and the Grant Village Zoning Map attached hereto as **Exhibit A** available to the public.

Section 5. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is 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 declares 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 6. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

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

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

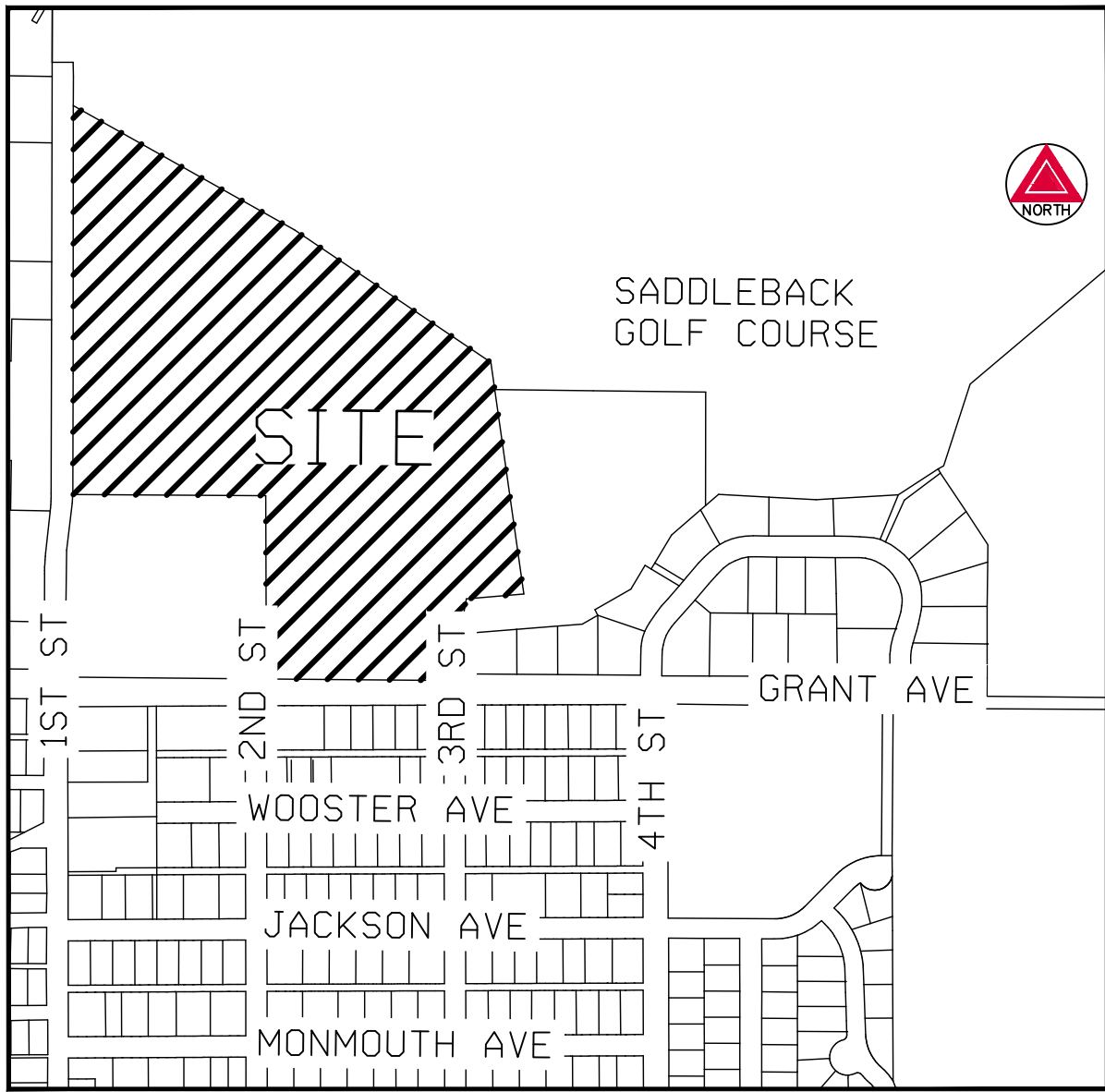
APPROVED AS TO FORM:

M. Keith Martin, Town Attorney

EXHIBIT A
Grant Village Zoning Map

GRANT VILLAGE ZONING MAP

A PARCEL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19,
TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
29.073 ACRES – PROJECT NO. RZ-25-013



VICINITY MAP
SCALE 1" = 500'

LEGAL DESCRIPTION

RESIDENTIAL B (R-B)

A TRACT OF LAND LOCATED IN THE SW 1/4 OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF SAID SECTION 19, FROM WHICH THE SOUTH 1/4 CORNER OF SAID SECTION 19 BEARS N 89 DEGREES 40' 09" E, 2472.66 FEET;

THENCE N 89 DEGREES 40' 09" E 804.40 FEET ALONG THE SOUTH LINE OF THE SW 1/4 OF SAID SECTION 19 TO THE SE CORNER OF THE ZADEL RANCH, COMMERCE VILLAGE;

THENCE N 00 DEGREES 52' 30" W 319.57 FEET ALONG THE EASTERLY LINE OF SAID THE ZADEL RANCH, COMMERCE VILLAGE TO A POINT OF CURVE TO THE RIGHT THEREOF;

THENCE NORTHERLY, 53.61 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE EASTERLY LINE OF SAID THE ZADEL RANCH, COMMERCE VILLAGE TO A POINT OF TANGENT THEREOF, SAID ARC HAVING A RADIUS OF 507.62 FEET, A CENTRAL ANGLE OF 06 DEGREES 03' 03", AND BEING SUBTENDED BY A CHORD THAT BEARS N 02 DEGREES 09' 02" E, 53.58 FEET;

THENCE N 05 DEGREES 10' 33" E 114.12 FEET ALONG THE EASTERLY LINE OF SAID THE ZADEL RANCH, COMMERCE VILLAGE TO A POINT OF CURVE TO THE LEFT THEREOF;

THENCE NORTHERLY, 59.94 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE EASTERLY LINE OF SAID THE ZADEL RANCH, COMMERCE VILLAGE TO A POINT OF TANGENT THEREOF AND THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THAT TRACT OF LAND CONVEYED TO THE TOWN OF FIRESTONE AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED JUNE 15, 1992 IN BOOK 1339 AS RECEPTION NO. 2291849, OF THE RECORDS OF WELD COUNTY, COLORADO, SAID ARC HAVING A RADIUS OF 567.62 FEET, A CENTRAL ANGLE OF 06 DEGREES 03' 03", AND BEING SUBTENDED BY A CHORD THAT BEARS N 02 DEGREES 09' 02" E 59.92 FEET;

THENCE N 00 DEGREES 52' 30" W 1105.80 FEET ALONG THE EASTERLY LINE OF SAID THE ZADEL RANCH, COMMERCE VILLAGE;

THENCE S 61 DEGREES 23' 48" E, 736.15 FEET;

THENCE S 56 DEGREES 42' 08" E, 667.37 FEET;

THENCE S 08 DEGREES 50' 10" E, 659.27 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE COAL RIDGE IRRIGATION CANAL CONVEYED TO NORTHERN COLORADO WATER CONSERVANCY DISTRICT AS DESCRIBED IN INSTRUMENT RECORDED DECEMBER 6, 1955 IN BOOK 1436 AT PAGE 442 OF THE RECORDS OF WELD COUNTY, COLORADO;

THENCE S 84 DEGREES 31' 09" W, 162.90 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID COAL RIDGE IRRIGATION CANAL; THENCE S 09 DEGREES 30' 32" W, 263.79 FEET TO THE SOUTH LINE OF THE SW 1/4 OF SAID SECTION 19;

THENCE S 89 DEGREES 40 ' 09" W, 530.72 FEET ALONG THE SOUTH LINE OF THE SW 1/4 OF SAID SECTION 19 TO THE SE CORNER OF THAT TRACT OF LAND DESCRIBED IN SAID BOOK 1339 AS RECEPTION NO. 2291849, SAID POINT DESCRIBED AS BEING WESTERLY 1106.52 FEET ALONG THE SOUTH LINE OF THE SW 1/4 OF SAID SECTION 19 FROM THE SW 1/4 CORNER OF SAID SECTION 19;

THENCE N 00 DEGREES 52' 49" W, 546.57 FEET ALONG THE EAST LINE OF THAT TRACT OF LAND AS DESCRIBED IN SAID BOOK 1339 AS RECEPTION NO. 2291849 TO THE NORTHEAST CORNER THEREOF;

THENCE S 89 DEGREES 40' 09" W, 543.67 FEET ALONG THE NORTH LINE OF THAT TRACT OF LAND AS DESCRIBED IN SAID BOOK 1339 AS RECEPTION NO. 2291849 TO THE NORTHWEST CORNER THEREOF AND THE TRUE POINT OF BEGINNING, COUNTY OF WELD, STATE OF COLORADO.

CONTAINING AN AREA OF 29.073 ACRES, (1,266,419 SQUARE FEET), MORE OR LESS.

CERTIFICATE OF OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT N.M.T. CONSTRUCTION LLC., BEING THE OWNER OF THESE CERTAIN LANDS IN FIRESTONE, COLORADO, HAVE CAUSED AN AMENDMENT TO THE OFFICIAL ZONING MAP OF THE TOWN OF FIRESTONE TO BE PREPARED FOR SAID LAND UNDER THE NAME AND STYLE OF GRANT VILLAGE; AND CONSENTS TO THE CHANGE IN ZONING OF SAID LAND FROM RESIDENTIAL C (R-C) ZONING DISTRICT DESIGNATION TO RESIDENTIAL B (R-B) ZONING DISTRICT DESIGNATION, IN ACCORDANCE WITH THE FIRESTONE DEVELOPMENT CODE. THE UNDERSIGNED FURTHER ACKNOWLEDGE(S) THAT THE SIGNATURE HEREON OF ANY REPRESENTATIVE OF A PARTNERSHIP, LIMITED LIABILITY COMPANY, OR CORPORATE ENTITY, AS APPLICABLE, INDICATES THAT ALL REQUIRED APPROVALS HAVE BEEN OBTAINED.

THUS DESCRIBED ZONING AMENDMENT MAP CONTAINS A TOTAL OF 29.073 ACRES MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF PUBLIC RECORD.

EXECUTED THIS _____ DAY OF _____, 20____

BY: _____
N.M.T. CONSTRUCTION LLC.

STATE OF COLORADO)
COUNTY OF _____)SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____ AD. BY _____, AS _____

OF _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES:

GENERAL NOTES

- DISTANCES ON THIS MAP ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
- BEARINGS SHOWN HEREON ARE GRID BEARINGS DERIVED FROM GPS OBSERVATION BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE (NAD 83, 2011) REFERENCED TO THE SOUTH LINE OF THE SOUTHWEST QUARTER IF SECTION 19, TOWNSHIP 2 NORTH, RANGE 67 WEST, SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED AS SHOWN HEREON, TAKEN TO BEAR SOUTH 89°31'13" EAST, A DISTANCE OF 2,472.49 FEET.
- THIS ZONING MAP IS NOT AN IMPROVEMENT SURVEY PLAT, NOR IS IT A LAND SURVEY PLAT. IT IS INTENDED TO SHOW THE ZONING AREAS DESCRIBED IN THE LEGAL DESCRIPTION.
- ADJACENT TOWN ZONING BASED ON TOWN OF FIRESTINE ZONING MAP WITH A REVISION DATE OF JANUARY, 2018. COUNTY ZONING INFORMATION FROM COUNTY WEBSITE ZONING MAPPING APPLICATION ACCESSED 04/21/2023.

BOARD OF TRUSTEES APPROVAL CERTIFICATE

THIS ZONING AMENDMENT MAP TO BE KNOWN AS GRANT VILLAGE ZONING MAP, AND THE ZONE CHANGE AS SHOWN AND DESCRIBED HEREON, IS APPROVED AND ACCEPTED BY ORDINANCE _____, PASSED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AT A REGULAR MEETING HELD ON THIS _____ DAY OF _____, 20____.

MAYOR

ATTEST: _____
TOWN CLERK

SURVEYOR'S CERTIFICATE

I, MICHAEL J. NOFFSINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ZONING AMENDMENT MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND.

I FURTHER CERTIFY THAT THIS MAP WAS PREPARED UNDER MY PERSONAL SUPERVISION ON THIS _____ DAY OF _____, 20____.

BY MICHAEL J. NOFFSINGER, PLS NO. 38367
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

NOTICE: PER THE STATE OF COLORADO BOARD OF Licensure FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 1.6.B.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

SCALE
N.T.S.

OWN
MUN

DATE
06/13/2025

REVISION DESCRIPTION

BY

DATE

300 East Mineral Ave., Suite 1
Littleton, Colorado, 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AZTEC

CONSULTANTS, INC.

GRANT VILLAGE ZONING MAP
SW 1/4 SEC. 19, T2N, R67E, 6TH P.M.
WELD COUNTY, COLORADO

PREPARED FOR
REDLAND CONSULTING GROUP, INC.
1500 WEST CANAL CT. LITTLETON, CO 80120

SHEET
ONE

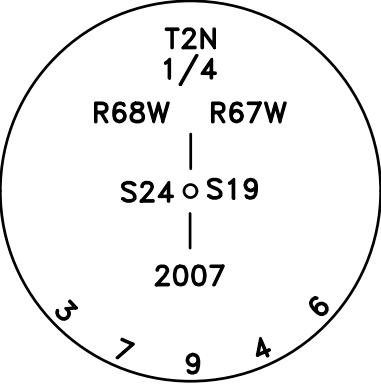
OF 2 SHEETS

54825-06

JOB NO.

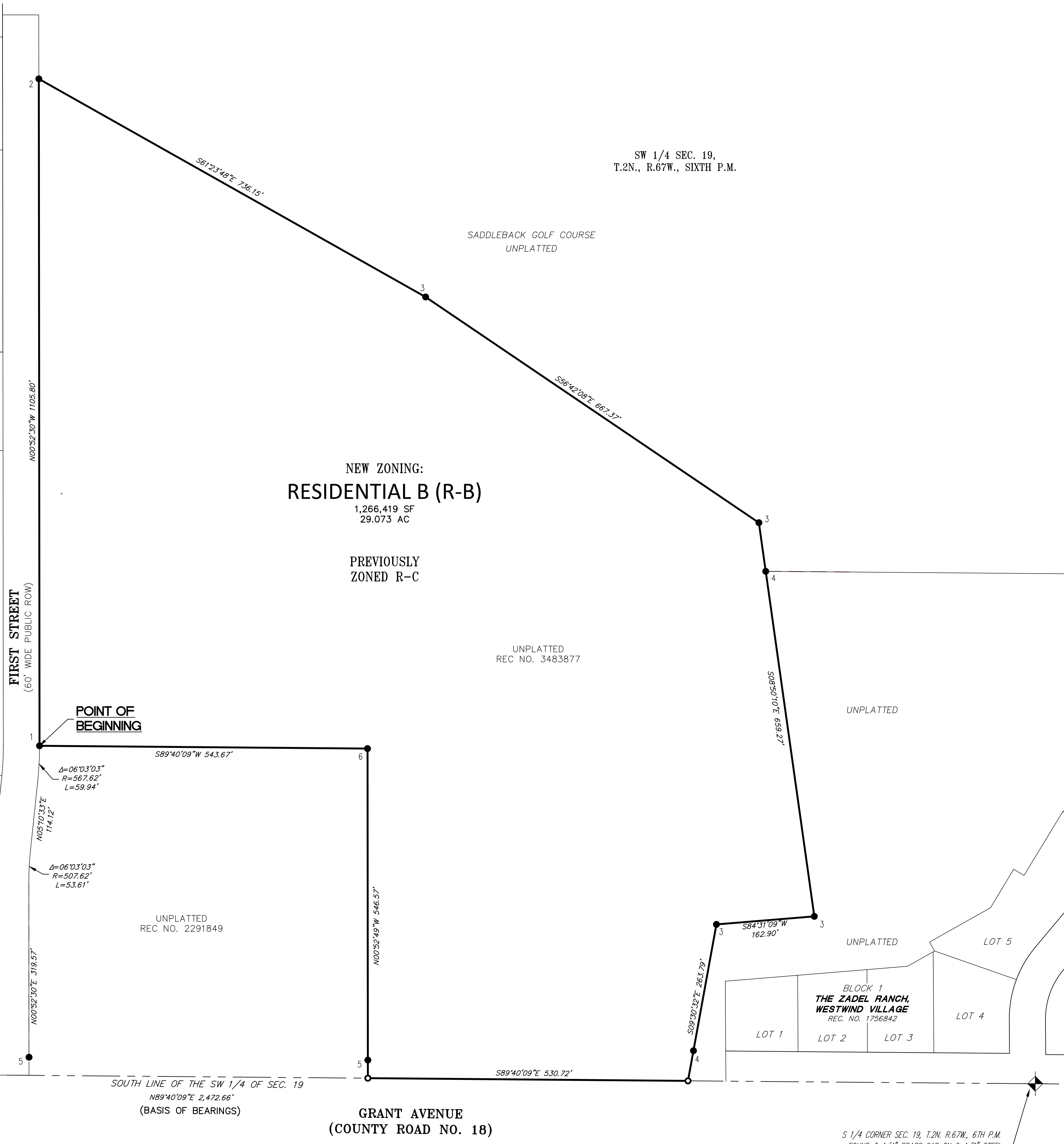
GRANT VILLAGE ZONING MAP

A PARCEL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19,
TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
29.073 ACRES – PROJECT NO. RZ-25-013



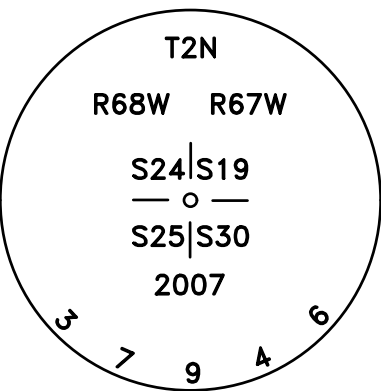
W 1/4 CORNER SEC. 19, T.2N, R.67W, 6TH P.M.
FOUND 3-1/4" ALUMINUM CAP ON NO. 5 REBAR,
STAMPED "T2N 1/4 R68W/R67W S24/S19 2007
37946" DOWN 0.5± IN RANGE BOX

N00°05'44"W 2640.12'
WEST LINE OF THE SW 1/4 OF SEC. 19

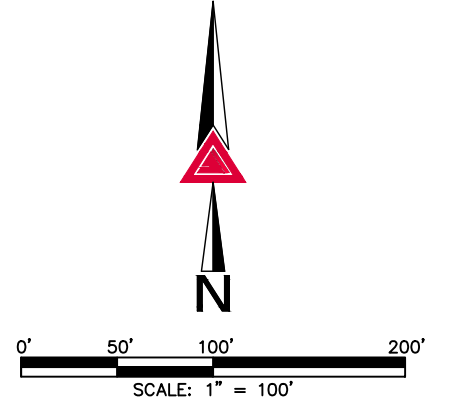
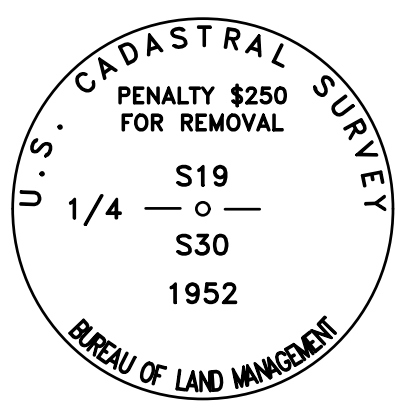


LEGEND

- FOUND ALIQUOT CORNER AS SHOWN HEREON
- SET NO. 5 X 18" REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC PLS 38367"
- FOUND NO. 5 REBAR WITH 2" ALUMINUM CAP STAMPED "PLS 24305 CIVIL ARTS-DREXEL"
- FOUND NO. 5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "LS 16406 FLAT IRONS SURVEYING"
- FOUND NO. 5 REBAR WITH 2" ALUMINUM CAP STAMPED "PLS 24305 ALBERS DREXEL POHLY"
- FOUND NO. 5 REBAR WITH 2" ALUMINUM CAP STAMPED "PLS 37971"
- FOUND 1" BRASS TAG STAMPED "PLS 36563 CLS"
- FOUND BENT NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED "PLS 24302"



POINT OF COMMENCEMENT
SW CORNER SEC. 19, T.2N, R.67W, 6TH P.M.
FOUND 3-1/4" ALUM. CAP ON NO. 6 REBAR,
STAMPED "T2N R68W R67W S24/S19S25/S30
2007 3796" DOWN 0.4± IN RANGE BOX



FOR REVIEW
DO NOT RECORD

SCALE 1" = 100'		DATE 05/13/2025
BY		DATE
REVISION DESCRIPTION		
GRANT VILLAGE ZONING MAP SW 1/4 SEC. 19, T2N, R67W, 6TH P.M. WELD COUNTY, COLORADO PREPARED FOR REDLAND CONSULTING GROUP, INC. 1500 WEST CANAL CT. LITTLETON, CO 80120		
SHEET TWO OF 2 SHEETS		
54825-06 JOB NO.		



Staff Report

**Grant Village Rezoning
RZ-25-013
October 22, 2025**

GENERAL INFORMATION

Purpose:

This staff report reviews the rezoning application for Grant Village, which is proposing a change from R-C to R-B.

Applicant:

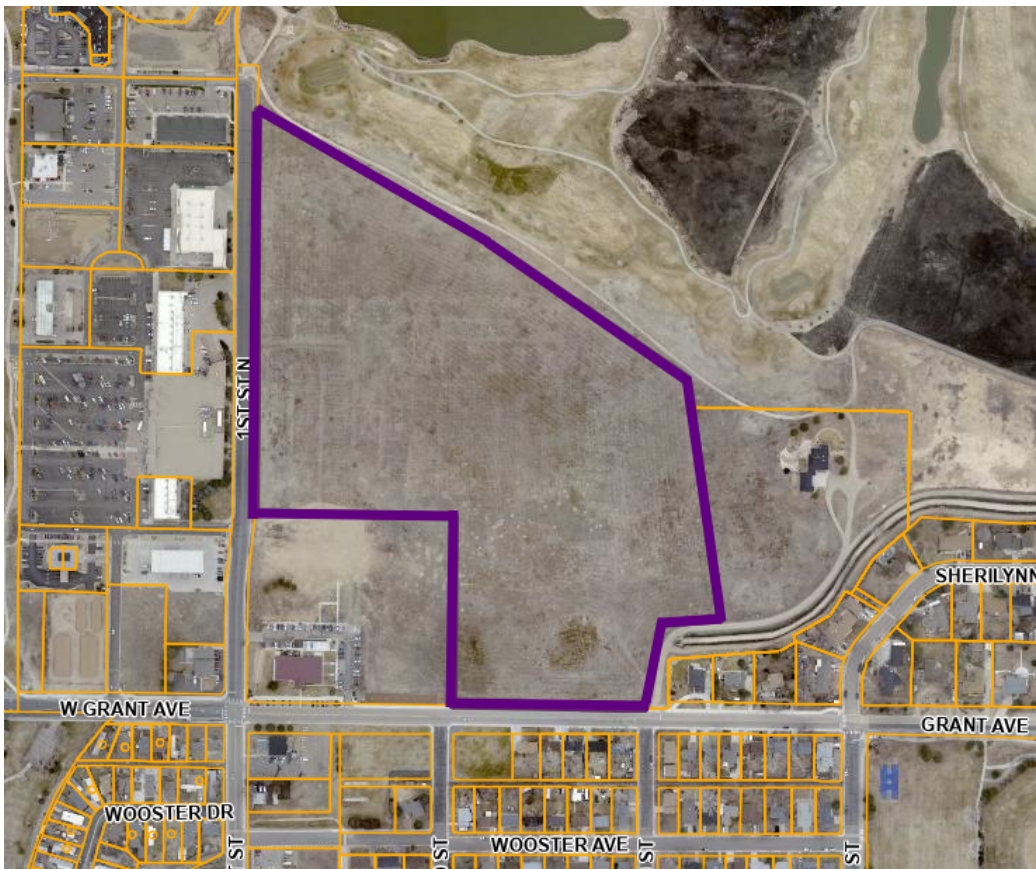
Redland Consulting Group Inc.
1500 West Canal Ct B
Littleton, CO 80120

Owners' Representative:

Steve Shoflick
Miller United Real Estate, LLC
6900 E Bellevue Ave
Greenwood Village, CO 80111

Location:

The subject property is located on the northeast corner of the intersection of Grant Avenue and 1st Street.



Existing Zoning:

Residential C (R-C, high-density residential)

Existing Use:

Vacant, undeveloped land

Adjacent Land Use/Zoning:

	ZONING	LAND USE
NORTH	Open Space (OS)	Saddleback Golf Course
SOUTH	R-1 (current FDC equivalent OTR - Old Town Residential)	Old Town Firestone/Residential
EAST	Low-Density Residential (R-A)	Residential
WEST	M-2 (current FDC equivalent RC – Regional Commercial)	Commercial/Retail

Grant Village Rezoning Request

The site is approximately 28.71 acres and is located north of Grant Avenue and east of 1st Street, southwest of Saddleback Golf Course. The Grant Village property and the former Town Hall property are part of the Historic Firestone Neighborhood Plan (FHNP), which recommends more housing density and active uses.

This site is currently zoned high-density residential (R-C). The application is proposing a rezoning to medium-density residential (R-B). The purpose of R-C is to provide areas at a gross density not to exceed 20 dwelling units per acre, with a minimum of 10 dwelling units per acre required. In comparison to the current zoning, the proposed zoning R-B has a gross density that is not to exceed 10 dwelling units per acre, with a minimum of 5 dwelling units per acre required. The most significant difference between these zones is that R-B allows single-family attached and detached dwelling units. The R-C zoning district allows the same single-family dwelling units, as well as multifamily developments.

APPROVAL CRITERIA AND STAFF ANALYSIS**Rezoning Approval Criteria and Staff Analysis:**

This Rezoning application (RZ-25-013) was reviewed for compliance with the Approval Criteria from Section 16.7.4. of the FDC. Staff makes the following findings:

- A. That the proposed zoning promotes the health, safety or welfare of the inhabitants of the Town and the purposes of this FDC**

Staff Response: The modifications proposed promote the health, safety, and welfare of the inhabitants of the Town and the purpose of the FDC.

- B. The proposed zoning is generally consistent with the Town's Comprehensive Master Plan, or the proposed zoning is necessary to provide land for a community need that was not anticipated at the time of the adoption of the Town's plan.**

Staff Response: The proposed Rezoning is generally consistent with the Town's Master Plan. The Master Plan Map indicates the land use designation for this

property is medium-density residential. This rezoning would aid in meeting multiple community goals established in the Historic Firestone Neighborhood Plan, including the goals to revitalize and re-energize the Historic Firestone area by promoting reinvestment and ensuring a safe, well-kept, and accessible environment for residents and property owners.

- C. Adequate facilities and services (including streets and transportation, water, gas, electric, police and fire protection, and sewage and waste disposal, as applicable) will be available to serve the subject property while maintaining adequate levels of service to existing development.**

Staff Response: Adequate facilities and services will be provided to serve the subject property and maintain adequate levels of service to existing development. During development, all referral reviews will be conducted to ensure compliance.

- D. The proposed zoning is not likely to result in significant adverse impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.**

Staff Response: The proposed modifications are not likely to result in significant adverse impacts on the natural environment.

- E. The proposed zoning is not likely to result in significant adverse impacts upon other property in the vicinity of the subject property.**

Staff Response: The proposed modifications are unlikely to result in significant adverse impacts on other properties in the vicinity of this property.

- F. Future uses on the subject property will be compatible in scale with uses on other properties in the vicinity of the subject property.**

Staff Response: The proposed uses will be compatible in scale with uses on other properties in the vicinity of the subject property.

- G. The proposed zoning is generally consistent with the Town's economic development goals and objectives in bringing positive growth and sustainable revenues to the Town.**

Staff Response: The proposed modifications are generally consistent with the Town's economic development goals and objectives in bringing positive growth via residential lots and limited commercial development to the Town.

PUBLIC NOTICE

Notice of the Public Hearings has been provided as follows:

Published in the Longmont Times Call:	October 1, 2025
Signs Posted on the Property:	October 2, 2025
Letters to Adjacent Property Owners:	October 2, 2025

PLANNING AND ZONING COMMISSION:

After conducting a Public Hearing on the proposed Rezoning on October 16, 2025, the Planning and Zoning Commission rendered a decision recommending approval of the Rezoning as more fully set forth in PC-25-11.

RECOMMENDATIONS

Town staff recommends that the Board of Trustees approve draft Ordinance 1067, approving the Grant Village Rezoning with the following condition:

- a. All remaining technical corrections to the Grant Village Zoning Map requested by Town staff shall be made to the Town staff's satisfaction.

FIRESTONE PLANNING AND ZONING COMMISSION

RESOLUTION NO. PC-25-11

**A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF
THE TOWN OF FIRESTONE, COLORADO, RECOMMENDING
APPROVAL OF AN APPLICATION TO REZONE CERTAIN LAND,
FROM THE RESIDENTIAL C (R-C) ZONE DISTRICT TO THE
RESIDENTIAL B (R-B) ZONE DISTRICT**

WHEREAS, Miller United Real Estate (the “Applicant”), on behalf of NMP Construction LLC, the owner of certain real property located within the Town of Firestone, Colorado (the “Property”), has submitted a proposed rezoning for the Property (the “Application”); and

WHEREAS, the Property is located in the Residential C (R-C) zone district; and

WHEREAS, Applicant has applied for the rezoning of the Property from the Residential C (R-C) zone district to Residential B (R-B) zone district; and

WHEREAS, the Firestone Planning and Zoning Commission, at its meeting on October 16, 2025, reviewed the Application and considered the approval criteria set out in Section 16.7.4 of the Firestone Development Code; and

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

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

Section 1. The Planning and Zoning Commission hereby recommends the Board of Trustees approve the Application for the rezoning of the Property from Residential C (R-C) zone district to Residential B (R-B) zone district as shown on **Exhibit A**, attached hereto and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

Section 2. Technical corrections to the Grant Village Zoning Map shall be made to the Town’s satisfaction.

PASSED AND ADOPTED this 16th day of October, 2025.

ATTEST:

M. Carranco
Missy Carranco, Deputy Town Clerk



James Sullivan
Chairperson

EXHIBIT A
Grant Village Zoning Map

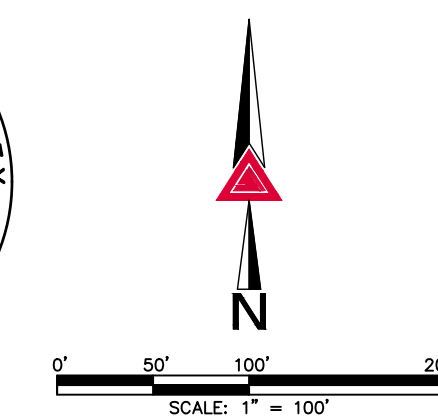
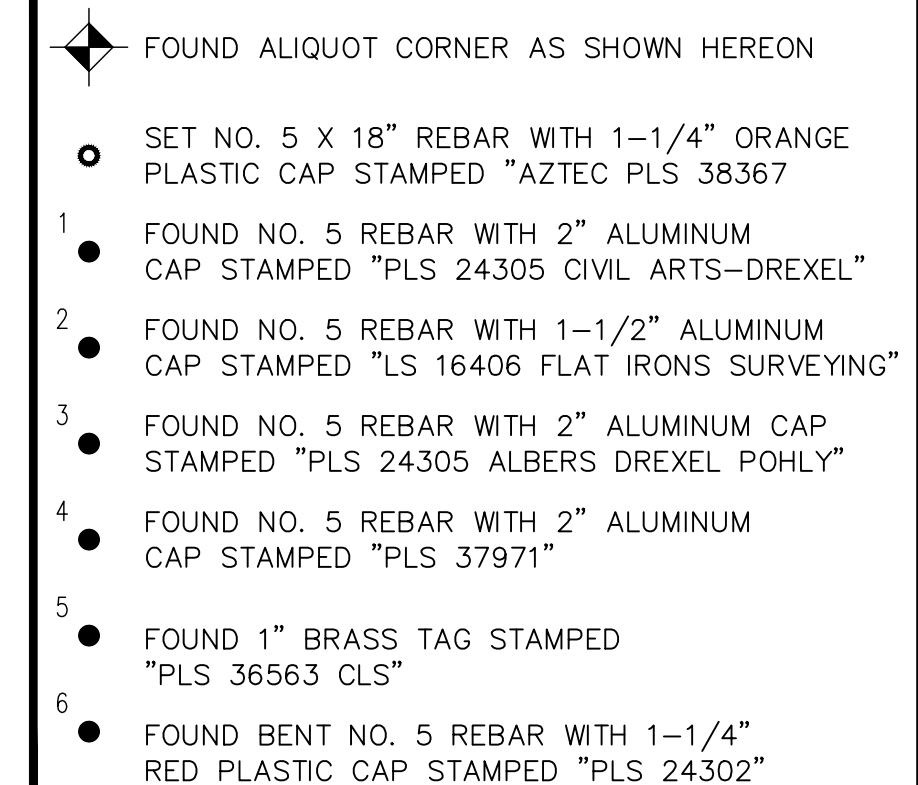
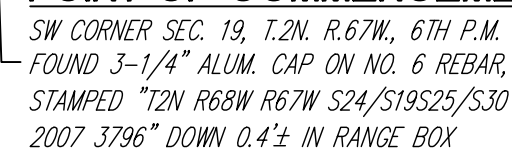
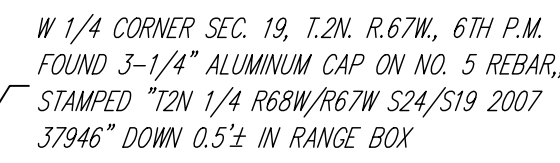
A PARCEL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19,
TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
29.073 ACRES - PROJECT NO. ___-___-___



GRANT VILLAGE ZONING MAP
SW 1/4 SEC. 19, T2N, R672, 6TH P.M.
WELD COUNTY, COLORADO

PREPARED FOR
REDLAND CONSULTING GROUP, INC.
1500 WEST CANAL CT. LITTLETON, CO 80120

A PARCEL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19,
TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
29.073 ACRES - PROJECT NO. __-__-__



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

[illegible]

 **AZTEC**
CONSULTANTS, INC.

300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

SW 1/4 SEC. 19, T2N, R672, 6TH P.M.
GRANT VILLAGE ZONING MAP
WELD COUNTY, COLORADO

PREPARED FOR
REDLAND CONSULTING GROUP, INC.
1500 WEST CANAL CT. LITTLETON, CO 80120



Staff Report

**Grant Village Rezoning
RZ-25-013
October 16th, 2025**

GENERAL INFORMATION

Purpose:

This staff report reviews the rezoning application for Grant Village, which is proposing a change from R-C to R-B.

Applicant:

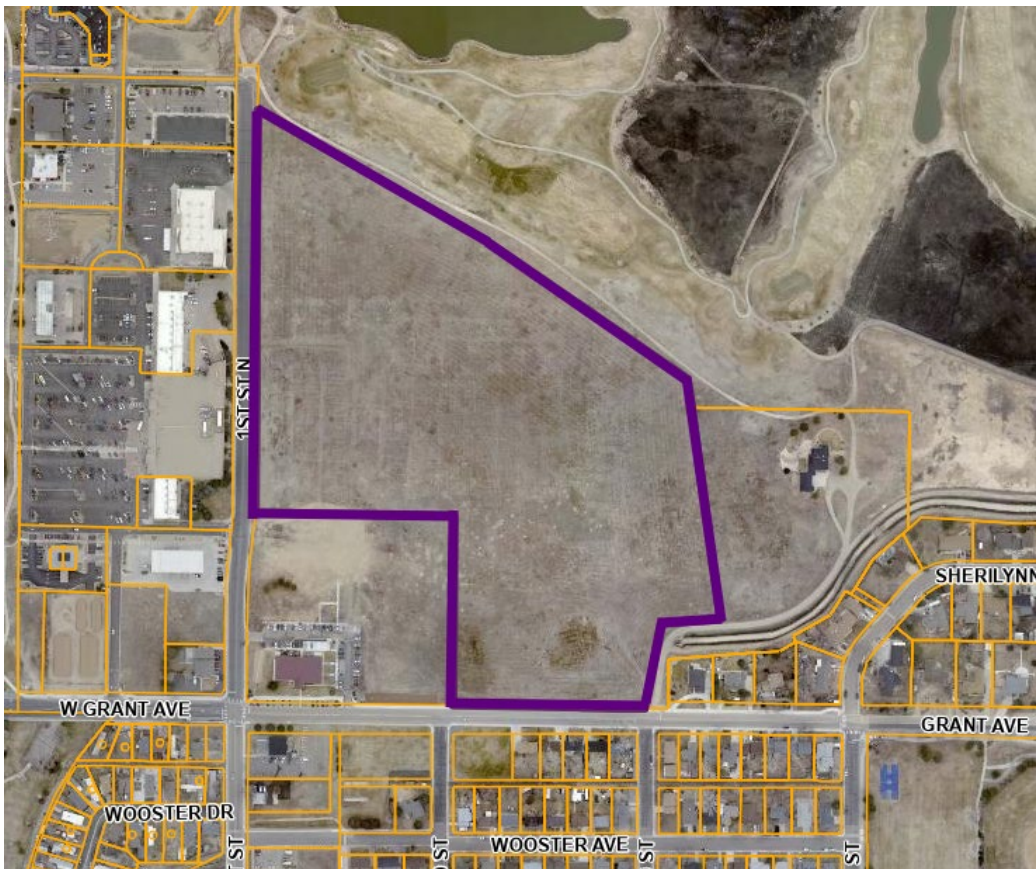
Redland Consulting Group Inc.
1500 West Canal Ct B
Littleton, CO 80120

Owners' Representative:

Steve Shoflick
Miller United Real Estate, LLC
6900 E Bellevue Ave
Greenwood Village, CO 80111

Location:

The subject property is located on the northeast corner of the intersection of Grant Avenue and 1st Street.



Existing Zoning:

Residential C (R-C, high-density residential)

Existing Use:

Vacant, undeveloped land

Adjacent Land Use/Zoning:

	ZONING	LAND USE
NORTH	Open Space (OS)	Saddleback Golf Course
SOUTH	R-1 (current FDC equivalent OTR - Old Town Residential)	Old Town Firestone/Residential
EAST	Low-Density Residential (R-A)	Residential
WEST	M-2 (current FDC equivalent RC – Regional Commercial)	Commercial/Retail

Grant Village Rezoning Request

The site is approximately 28.71 acres and is located north of Grant Avenue and east of 1st Street, southwest of Saddleback Golf Course. The Grant Village property and the former Town Hall property are part of the Historic Firestone Neighborhood Plan (FHNP), which recommends more housing density and active uses.

This site is currently zoned high-density residential (R-C). The application is proposing a rezoning to medium-density residential (R-B). The purpose of R-C is to provide areas at a gross density not to exceed 20 dwelling units per acre, with a minimum of 10 dwelling units per acre required. In comparison to the current zoning, the proposed zoning R-B has a gross density that is not to exceed 10 dwelling units per acre, with a minimum of 5 dwelling units per acre required. The most significant difference between these zones is that R-B allows single-family attached and detached dwelling units. The R-C zoning district allows the same single-family dwelling units, as well as multifamily developments.

APPROVAL CRITERIA AND STAFF ANALYSIS**Rezoning Approval Criteria and Staff Analysis:**

This Rezoning application (RZ-25-013) was reviewed for compliance with the Approval Criteria from Section 16.7.4. of the FDC. Staff makes the following findings:

- A. That the proposed zoning promotes the health, safety or welfare of the inhabitants of the Town and the purposes of this FDC**

Staff Response: The modifications proposed promote the health, safety, and welfare of the inhabitants of the Town and the purpose of the FDC.

- B. The proposed zoning is generally consistent with the Town's Comprehensive Master Plan, or the proposed zoning is necessary to provide land for a community need that was not anticipated at the time of the adoption of the Town's plan.**

Staff Response: The proposed Rezoning is generally consistent with the Town's Master Plan. The Master Plan Map indicates the land use designation for this

property is medium-density residential. This rezoning would aid in meeting multiple community goals established in the Historic Firestone Neighborhood Plan, including the goals to revitalize and re-energize the Historic Firestone area by promoting reinvestment and ensuring a safe, well-kept, and accessible environment for residents and property owners.

- C. Adequate facilities and services (including streets and transportation, water, gas, electric, police and fire protection, and sewage and waste disposal, as applicable) will be available to serve the subject property while maintaining adequate levels of service to existing development.**

Staff Response: Adequate facilities and services will be provided to serve the subject property and maintain adequate levels of service to existing development. During development, all referral reviews will be conducted to ensure compliance.

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- F. Future uses on the subject property will be compatible in scale with uses on other properties in the vicinity of the subject property.**

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Staff Response: The proposed modifications are generally consistent with the Town's economic development goals and objectives in bringing positive growth via residential lots and limited commercial development to the Town.

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Published in the Longmont Times Call:	October 1, 2025
Signs Posted on the Property:	October 2, 2025
Letters to Adjacent Property Owners:	October 2, 2025

RECOMMENDATIONS

Town staff recommends that the Planning and Zoning Commission approve draft Resolution PC-25-11, a resolution recommending approval of the Grant Village Rezoning application to the Board of Trustees with the following condition:

- a. All remaining technical corrections to the rezoning of Grant Village requested by Town staff shall be made to the Town staff's satisfaction.

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 9.a

Discussion/Action

Meeting Date: October 22, 2025

Initiated By: Eli Betz

Department: Engineering & Utilities

AGENDA ITEM

Resolution 25-111: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND TIMBER WOLF EXCAVATING PERTAINING TO THE I-25 FRONTAGE ROAD AND FIRESTONE BLVD INTERSECTION IMPROVEMENTS.

RECOMMENDATION

Staff recommends the Board approve resolution 25-111, a resolution approving the construction contract between the Town of Firestone and Timber Wolf Excavating for the construction of the widening of Firestone Blvd at the I-25 Frontage Road.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve Resolution 25-111.

Approval with Conditions: The Board moves to approve Resolution 25-111, listing the Board's conditions.

Denial: The Board moves to deny Resolution 25-111.

No Action: The Board provides staff with specific instructions to modify Resolution 25-111 and return at a future date.

SUMMARY

Approval of the proposed resolution will authorize a construction contract between the Town of Firestone and Timber Wolf Excavating for the I-25 Frontage Road and Firestone Boulevard Intersection Improvements.

The project includes widening Firestone Boulevard between the I-25 Frontage Road and the northbound I-25 on-ramp. Improvements will feature a dedicated right-turn lane onto the on-ramp, expanded storage for the westbound left-turn lane onto southbound I-25, and installation of a continuous shoulder along the project corridor. These improvements were developed in coordination with the Colorado Department of Transportation (CDOT), as the road falls entirely under CDOT jurisdiction. The project provides a direct benefit to Town residents by improving safety and traffic flow at this key intersection.

Construction is expected to begin early 2026 and is expected to last 3-6 months.

In August 2025, the Town issued a request for bids for this project. Seventeen contractors attended the mandatory pre-bid meeting, and five submitted bids. Following review, staff identified Timber Wolf Excavating as the lowest responsible bidder, recommending award of the contract for \$1,602,238.00.

Bid amounts ranged from \$1,602,238.00 to \$1,924,159.70.

FINANCIAL CONSIDERATIONS

The Board Approved the 2024 and 2025 Budget and Capital Improvement Program (CIP), which included \$1,835,000 for this project.

HISTORY AND PREVIOUS BOARD ACTION

On October 11, 2023, the Board approved Resolution 23-106, which authorized Bohannon Houston, Inc. (BHI) to provide pre-construction and construction administration services. This scope included preparing the final construction documents and technical specifications that served as the basis for this project.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Maintain Town Infrastructure & Facilities
 - Encourage Community Governance with Civic Partnerships
 - Maintain a Safe, Clean & Beautiful Town

ATTACHMENTS

1. Reso 25-111 Timber Wolf Construction Contract (1-25 Frontage_Firestone Blvd Intersection)_Final
2. Construction Contract - S2025-9257
3. Signing and Striping plans

RESOLUTION NO. 25-111

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND TIMBER WOLF EXCAVATING, LLC PERTAINING TO THE I-25 FRONTAGE AND FIRESTONE BOULEVARD INTERSECTION IMPROVEMENTS PROJECT

WHEREAS, the Town of Firestone (“Town”) is in need of professional construction services for the I-25 Frontage Road and Firestone Boulevard Intersection Improvements Project (the “Project”); and

WHEREAS, the Town issued an request for bids (“RFB”) proposals for the work and services for the Project; and

WHEREAS, the Town has evaluated the bids submitted in response to the RFB, and finds that Timber Wolf Excavating, LLC (“Timber Wolf”) is the lowest responsive and responsible bidder whose bid is most advantageous to the Town; and

WHEREAS, the Town finds that Timber Wolf has the expertise, qualifications, and experience to perform the work and duties required for the Project, and desires to select Timber Wolf as the successful bidder for the RFB and to enter into a construction contract with Timber Wolf 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 Timber Wolf Excavating, 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 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 \$232,000, 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

EXHIBIT A
[Timber Wolf Construction Contract]

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract" or "Agreement") is made and entered into this ____ day of _____, 202__ (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 **Timber Wolf Excavating, LLC.**, an independent contractor with a principal place of business at 520 N 45th Pl, Broken Arrow, OK 74014 ("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: **I-25 Frontage and Firestone Blvd Intersection Improvements (S2025-9257)**.
- 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. DESIGN PROFESSIONAL

This Project has been designed by: Bohannon Huston, Inc.,

who is hereinafter called DESIGN PROFESSIONAL and who is to act as FIRESTONE's representative, assume all duties and responsibilities, and have the rights and authority assigned to DESIGN PROFESSIONAL in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

III. CONTRACT TIMES; COMMENCEMENT AND COMPLETION OF WORK

- A. The Work shall be substantially completed within 120 working 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 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 (\$1,000.00) 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 **\$1,602,238.00** (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. 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: Scope of Work Summary.
 - 2. Exhibit B: Bid Tab
- B. Performance Bond and Labor & Material Payment Bond.
- C. Notice of Award.
- D. Notice to Proceed.
- E. "Specifications" bearing the title: Colorado Department of Transportation Project Special Provisions for The Town of Firestone, Colorado I-25 Frontage and Firestone Blvd. Intersection Improvement Project.
- F. "Drawings" consisting of: Signed and Stamped Construction Documents labeled PROJECT NO. S2023-9238, PROJECT CODE 220C10 FIRESTONE I-25 FRONTATE AND FIRESTONE BLVD INTERSECTION IMPROVMENTS
- G. Addendum numbers:
 - 1. Addendum #001 - I-25 Frontage and Firestone Blvd Intersection Improvements (S2025-9257)
 - 2. Addendum #2 - I-25 Frontage and Firestone Blvd Intersection Improvements (S2025-9257)
 - 3. Addendum #3 - I-25 Frontage and Firestone Blvd Intersection Improvements (S2025-9257)
- H. 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.

XII. 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.

XIII. 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 Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

TIMBER WOLF EXCAVATING, LLC.

By: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 202__ by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

EXHIBIT A

SCOPE OF WORK

Roadway construction along Firestone Blvd, from the I-25 East Frontage Road to the I-25 northbound On-ramp. Work to include widening of the north side of the westbound (WB) lane to provide new, dedicated northbound (NB) I-25 on-ramp lane between the Frontage Road and I-25, and removal and replacement of WB median to provide extended southbound (SB) I-25 on-ramp left turn lane from the frontage road through the NB intersection.

Contractor's Duties

During the term of this Construction Contract, Contractor shall perform the following duties, as directed by the Town outlined in the following documents:

- Contract Drawings: January 2025
- Project Manual Dated: January 2025
- Town of Firestone Construction Standards for Public Improvements 2025 Edition

Contractor shall meet or exceed all requirements outlined within the documents listed above.

EXHIBIT B

BID TAB



Timber Wolf Excavating, LLC.

PO Box 636

Broken Arrow, Oklahoma 74013

office:(918)355-7458 fax:(918)355-8832

Greetings,

TWX Colorado, dba Timber Wolf Excavating presents the following documents as qualification for the upcoming projects:

I-25 Frontage and Firestone Blvd Intersection Improvements

Dan Jessop is TWX Colorado Area Manager
His Contact Information as is follows:
Phone: (970) 294-5804
Email: Dan@twolfx.com

Jackson Jessop is TWX Managing Member
His Contact information is as follows:
Phone: (918) 284-1566
Email: Jackson@twolfx.com

TWX Office in Colorado is located at
634 County Road 23 ½
Brighton, CO 80603

TWX Office in Oklahoma is located at
520 N 45th place.
Broken Arrow, OK 7401

Timber Wolf Excavating is Certified with CDOT and in Good Standing with the Colorado Secretary of State

Consent of Members

The undersigned, being all the Members of Timber Wolf Excavating, an Oklahoma Limited Liability Company, hereby authorize, consent to, approve and ratify the execution by Jackson Jessop on behalf of Timber Wolf Excavating, LLC of bid proposals, contracts, affidavits and related documents in connection with this project.

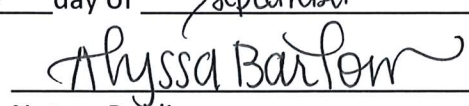
Date September 26, 2025


Jackson Jessop

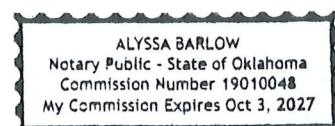

Tyler Barlow


Thomas Jessop

Subscribed and sworn before me this 26 day of September, 2025.


Notary Public

My Commission Expires: Oct. 3, 2027



UNIT-PRICE BID FORM

CONTRACT ITEM NO.	CONTRACT ITEM	UNIT	Quantity	UNIT PRICE	EXTENDED COST
201-00001	CLEARING AND GRUBBING	AC	0.847	\$10,000.00	\$8,470.00
202-00040	REMOVAL OF ELECTRICAL CONDUIT	LF	40	\$ 20.00	\$ 800.00
202-00090	REMOVAL OF DELINEATOR	EA	30	\$25.00	\$ 750.00
202-00190	REMOVAL OF CONCRETE MEDIAN COVER MATERIAL	SY	782	\$ 10.00	\$ 7,820.00
202-00203	REMOVAL OF CURB AND GUTTER	LF	522	\$ 10.00	\$ 5,220.00
202-00210	REMOVAL OF CONCRETE PAVEMENT	SY	906	\$ 20.00	\$18,120.00
202-00250	REMOVAL OF PAVEMENT MARKINGS	SF	800	\$ 4.50.00	\$3,600.00
202-00840	REMOVAL OF TRAFFIC SIGNAL POLE	EA	2	\$ 1,500.00	\$ 3,000.00
202-00842	REMOVAL OF MAST ARM	EA	3	\$ 1,500.00	\$4,500.00
203-00000	UNCLASSIFIED EXCAVATION	CY	760	\$ 30.00	\$22,800.00
203-00010	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	CY	1,358	\$ 30.00	\$40,470.00
203-00050	UNSUITABLE MATERIAL	CY	72	\$ 100.00	\$ 7,200.00
207-00700	TOPSOIL (ONSITE)	CY	309	\$ 25.00	\$7,725.00
208-00020	SILT FENCE	LF	640	\$ 6.00	\$3,840.00
208-00035	AGGREGATE BAG	LF	30	\$ 25.00	\$ 750.00
208-00046	PRE-FABRICATED CONCRETE WASHOUT STRUCTURE	EA	1	\$ 5,000.00	\$5,000.00
208-00056	STORMDRAIN INLET PROTECTION (TYPE III)	EA	1	\$ 500.00	\$500.00
208-00075	PRE-FABRICATED VEHICLE TRACKING PAD	EA	2	\$ 4,500.00	\$9,000.00
208-00103	REMOVAL AND DISPOSAL OF SEDIMENT (LABOR)	HR	15	\$ 100.00	\$1,500.00
208-00105	REMOVAL AND DISPOSAL OF SEDIMENT (EQUIPMENT)	HR	15	\$ 200.00	\$3,000.00
208-00207	EROSION CONTROL MANAGEMENT	DAY	30	\$ 200.00	\$6,000.00
210-04025	MODIFY STRUCTURE (SIGNAL CAISSON)	EA	2	\$ 2,500.00	\$5,000.00
210-00810	RESET GROUND SIGN	EA	6	\$ 250.00	\$1,500.00
210-00827	RESET PULL BOX	EA	4	\$ 1,550.00	\$6,200.00
210-04010	ADJUST MANHOLE	EA	2	\$ 1,200.00	\$2,400.00
210-04050	ADJUST VALVE BOX	EA	2	\$ 800.00	\$1,600.00
212-00708	SEEDING (NATIVE)(BROADCAST)	AC	0.383	\$ 10,000.00	\$3,830.00
213-00004	MULCHING (WEED FREE STRAW)	AC	0.383	\$ 10,000.00	\$3,830.00
213-00061	MULCH TACKIFIER	LB	77	\$ 50.00	\$ 3,850.00
240-00000	WILDLIFE BIOLOGIST	HR	5	\$ 150.00	\$ 750.00
240-00010	REMOVAL OF NESTS	HR	5	\$ 250.00	\$ 1,250.00
240-00020	NETTING	SY	5	\$ 500.00	\$ 2,500.00
304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	1,666	\$45.00	\$ 74,970.00
306-01000	RECONDITIONING (SUBGRADE)	SY	2,215	\$ 12.00	\$ 26,580.0

412-01100	CONCRETE PAVEMENT (11 INCH)	SY	1,935	\$ 165.00	\$ 319,275.00
503-00048	DRILLED SHAFT (48 INCH)	LF	42	\$ 1,100.00	\$46,200.00
609-20010	CURB TYPE 2 (SECTION B)	LF	137	\$55.00	\$7,535.00
609-21010	CURB AND GUTTER TYPE 2 (SECTION I-B)	LF	374	\$ 50.00	\$18,700.00
610-00020	MEDIAN COVER MATERIAL (PATTERNED CONCRETE)	SF	1,882	\$ 19.00	\$35,758.00
612-00001	DELINEATOR (TYPE I)	EA	16	\$200.00	\$ 3,200.00
613-00200	2 INCH ELECTRICAL CONDUIT	LF	25	\$23.00	\$575.00
613-00300	3 INCH ELECTRICAL CONDUIT	LF	50	\$30.00	\$1,500.00
613-07002	TYPE 2 PULL BOX	EA	3	\$ 1,650.00	\$ 4,950.00
614-00011	SIGN PANEL (CLASS I)	SF	25	\$ 75.00	\$ 1,875.00
614-00200	STEEL SIGNPOST (U-2)	LF	30	\$ 195.00	\$5,850.00
614-70336	TRAFFIC SIGNAL FACE (12-12-12)	EA	1	\$ 1,600.00	\$1,600.00
614-72863	PUSH BUTTON BUTTON POST ASSEMBLY	EA	1	\$ 2,850.00	\$2,850.00
614-81165	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-65 FOOT MAST ARM)	EA	1	\$ 46,250.00	\$ 46,250.00
614	TRAFFIC SIGNAL-LIGHT POLE STEEL (2-35 & 55 FOOT MAST ARM)	EA	1	\$52,500.00	\$ 52,500.00
627-00001	PAVEMENT MARKING PAINT	GAL	12	\$215.00	\$2,580.00
627-00002	THERMOPLASTIC PAVEMENT MARKING	SF	1,090	\$20.00	\$ 21,800.00
627-30205	THERMOPLASTIC PAVEMENT MARKING (WORD-SYMBOL)	SF	175	\$23.00	\$4,025.00
627-30210	THERMOPLASTIC PAVEMENT MARKING (XWALK-STOPLINE)	SF	110	\$ 17.00	\$ 1,870.00
630-00000	FLAGGING	HOUR	120	\$50.00	\$6,000.00
630-00007	TRAFFIC CONTROL INSPECTION	DAY	30	\$400.00	\$12,000.00
630-00012	TRAFFIC CONTROL MANAGEMENT	DAY	30	\$1,000.00	\$30,000.00
630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	EA	20	\$100.00	\$2,000.00
630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	EA	60	\$100.00	\$6,000.00
630-80343	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE C)	EA	5	\$100.00	\$500.00
630-80359	PORTABLE MESSAGE SIGN PANEL	DAY	240	\$ 150.00	\$36,000.00
630-80357	ADV WARNING FLASHING OR SEQUENCING ARROW PANEL (TYPE B)	EA	2	\$ 8,000.00	\$16,000.00
630-80360	DRUM CHANNELIZING DEVICE	EA	50	\$ 100.00	\$5,000.00
630-80363	DRUM CHANNELIZING DEVICE (WITH LIGHT)(FLASHING)	EA	50	\$ 100.00	\$5,000.00
630-80380	TRAFFIC CONE	EA	250	\$25.00	\$6,250.00

LUMP SUM ITEMS

SUB-TOTAL: \$

202-00828	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	LS	1	\$ 4,000.00	\$4,000.00
613-10000	WIRING	LS	1	\$ 8,500.00	\$8,500.00
614-86710	TRAFFIC SIGNAL EQUIPMENT	LS	1	\$21,500.00	\$21,500.00
625-00000	CONSTRUCTION SURVEYING	LS	1	\$25,000.00	\$25,000.00
626-00000	MOBILIZATION	LS	1	\$ 125,000.00	\$ 125,000.00

LUMP SUM-TOTAL: \$ 1,182,238.00

*Bid Tab Continues to next Page



FORCE ACCOUNT ITEMS

700-70010	F/A MINOR CONTRACT REVISIONS	F/A	1		\$ 160,000.00
700-70492	F/A TRAFFIC CONTROL FOR INSTALLATION	F/A	1		\$ 130,000.00
700-70170	F/A POT HOLE UTILITIES	F/A	1		\$ 40,000.00
700-70034	F/A ADJUST UTILITIES	F/A	1		\$ 40,000.00
700-70380	F/A EROSION CONTROL	F/A	1		\$ 50,000.00
				F/A TOTAL:	\$ 420,000.00

(LUMP SUM ITEMS)+(FORCE ACCOUNT ITEMS) = PROJECT TOTAL = \$ 1,160,238.00

BIDS IN WRITTEN WORDS: One million, six hundred two thousand, two hundred thirty eight dollars.

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

None

BIDDER'S INFORMATION:

Company Name: Timber Wolf Excavating

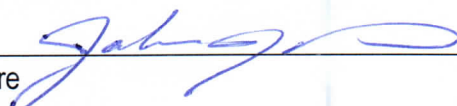
Mailing Address: 520 N 45th Place, Broken Arrow, OK 74014

Telephone Number: 970-294-5804 Email: dan@twolfx.com

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

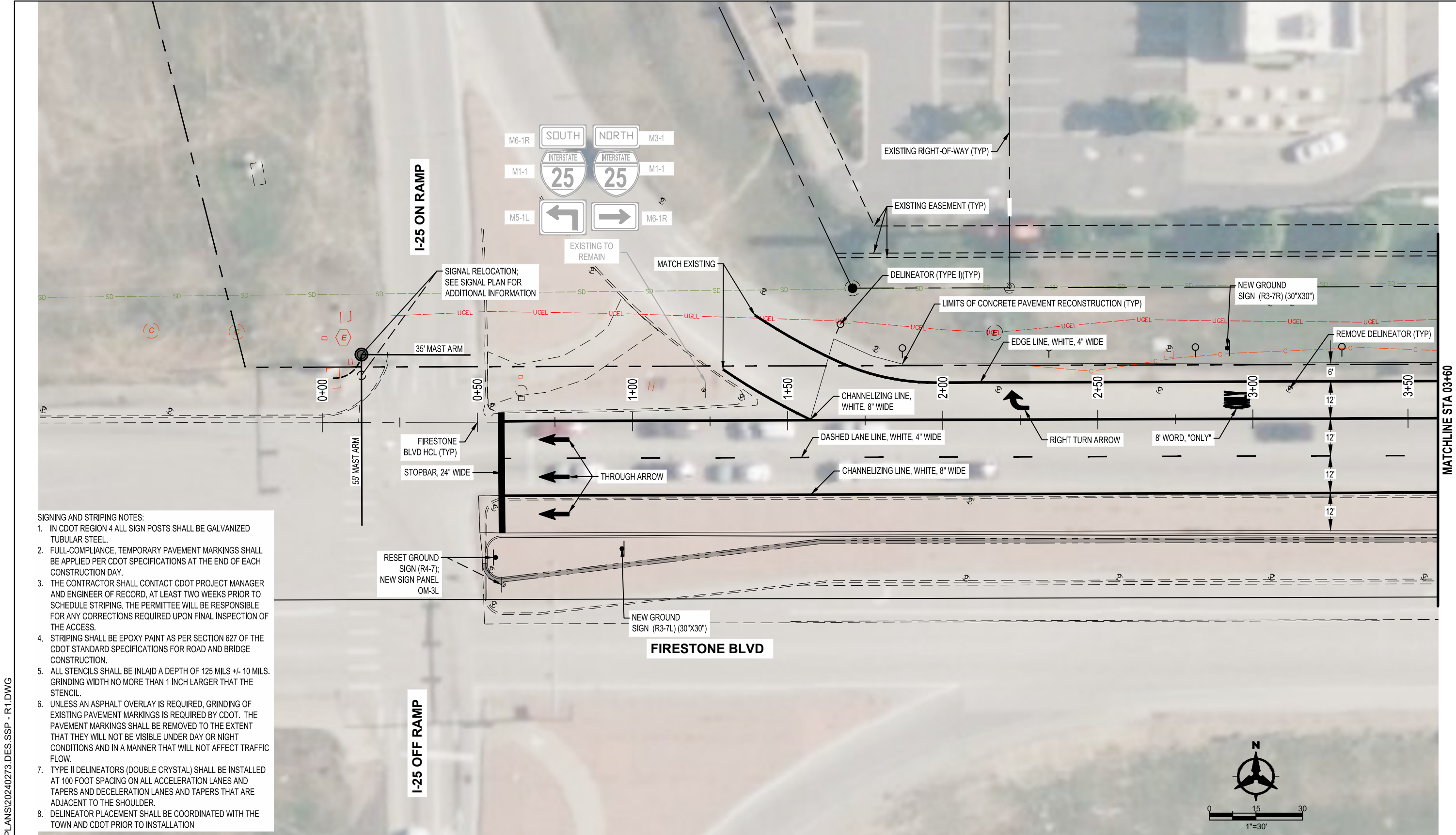
Name and Title of Authorized Company Representative:

Jackson Jessop Managing Member
Name (Please print) Title

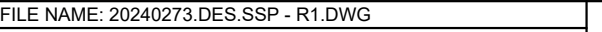
Signature 

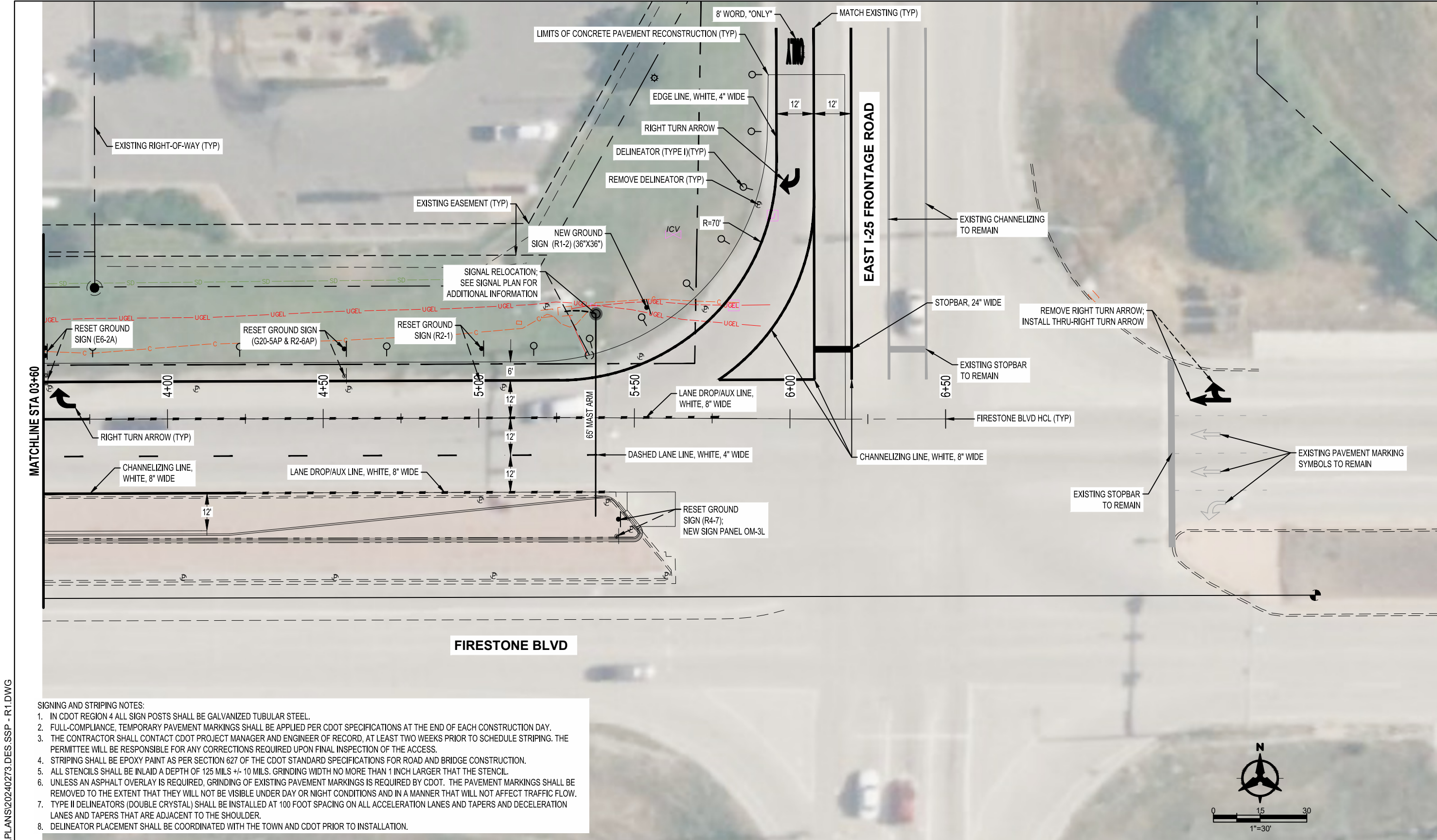
Dated this 26th day of September, 2025.



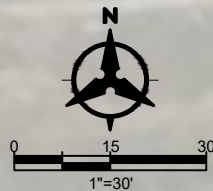


- SIGNING AND STRIPING NOTES:**
1. IN CDOT REGION 4 ALL SIGN POSTS SHALL BE GALVANIZED TUBULAR STEEL.
 2. FULL-COMPLIANCE, TEMPORARY PAVEMENT MARKINGS SHALL BE APPLIED PER CDOT SPECIFICATIONS AT THE END OF EACH CONSTRUCTION DAY.
 3. THE CONTRACTOR SHALL CONTACT CDOT PROJECT MANAGER AND ENGINEER OF RECORD, AT LEAST TWO WEEKS PRIOR TO SCHEDULE STRIPING. THE PERMITTEE WILL BE RESPONSIBLE FOR ANY CORRECTIONS REQUIRED UPON FINAL INSPECTION OF THE ACCESS.
 4. STRIPING SHALL BE EPOXY PAINT AS PER SECTION 627 OF THE CDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
 5. ALL STENCILS SHALL BE INLAID A DEPTH OF 125 MILS +/- 10 MILS. GRINDING WIDTH NO MORE THAN 1 INCH LARGER THAT THE STENCIL.
 6. UNLESS AN ASPHALT OVERLAY IS REQUIRED, GRINDING OF EXISTING PAVEMENT MARKINGS IS REQUIRED BY CDOT. THE PAVEMENT MARKINGS SHALL BE REMOVED TO THE EXTENT THAT THEY WILL NOT BE VISIBLE UNDER DAY OR NIGHT CONDITIONS AND IN A MANNER THAT WILL NOT AFFECT TRAFFIC FLOW.
 7. TYPE II DELINEATORS (DOUBLE CRYSTAL) SHALL BE INSTALLED AT 100 FOOT SPACING ON ALL ACCELERATION LANES AND TAPERS AND DECELERATION LANES AND TAPERS THAT ARE ADJACENT TO THE SHOULDER.
 8. DELINEATOR PLACEMENT SHALL BE COORDINATED WITH THE TOWN AND CDOT PRIOR TO INSTALLATION

FILE NAME: 20240273.DES.SSP - R1.DWG		SHEET REVISIONS				AS CONSTRUCTED		FIRESTONE I-25 FRONTAGE & FIRESTONE BLVD INTERSECTION IMPROVEMENTS SIGNING AND STRIPING PLAN		PROJECT NO./CODE	
PLOT DATE: 2025/10/15, 14:33 PLOT STYLE: BHNCS.STB						NO REVISIONS:				S2023-9238	
 www.bhinc.com 800.877.5332 9785 Maroon Circle Suite 140 Englewood , CO 80112-5928		(R-X)	DATE	DESIGNER:	INITIALS	REVISED:	DESIGNER: BDW	STR. NO'S.	N/A	22OC10	
						VOID:	DETAILER: DCP		N/A	SHEET NUMBER: 33	
							SUBSET: TRAFFIC	SHEET SET: STR-01 OF 02			



- SIGNING AND STRIPING NOTES:
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								REVISED:	DESIGNER: BDW	STR. NO'S.	N/A	22OC10
								VOID:	DETAILER: DCP		N/A	
									SUBSET: TRAFFIC	SHEET SET: STR-02 OF 02		SHEET NUMBER: 34

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 9.b

Discussion/Action

Meeting Date: October 22, 2025

Initiated By:

Department: Administration

AGENDA ITEM

Resolution 25-112: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE CENTRAL FIRESTONE DISTRICT FOR SUPPORT SERVICES

RECOMMENDATION

Staff recommends approval of the resolution.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.

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

Denial: The Board moves to deny the Resolution.

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

SUMMARY

This Resolution approves an Intergovernmental Agreement (IGA) between the Town of Firestone and the Central Firestone District regarding the Coordination and Staffing of Services. The IGA outlines the 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.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

The DDA Board approved resolution FDDA 2025-05 at the 10/15/2025 Meeting.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Res 25-112 Town and CFD IGA - Support Services
2. Central Firestone District Coordination & Staffing of Services IGA 10-15-2025

RESOLUTION NO. 25-112

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF FIRESTONE AND THE CENTRAL FIRESTONE DISTRICT FOR
SUPPORT SERVICES**

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

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 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 the Town to enter into this IGA with CFD.

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

The Intergovernmental Agreement for Support Services between the Town of Firestone and Central Firestone District is approved, in substantially the same form as the copy attached hereto as Exhibit A, with such additions or modifications as the Town Attorney may determine to be necessary and appropriate to protect the interests of the Town or to effectuate the purposes of this Resolution.

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

[Firestone/CFD IGA for Support Services]

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.

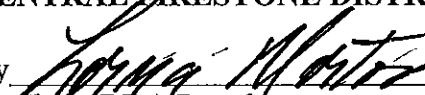
Section 2. The Board has duly considered and hereby approves the IGA, in substantially the form attached hereto as Attachment 1, and directs and authorizes the Chair to execute the IGA on behalf of CFD, subject to technical additions, deletions and variations as the Special Counsel to CFD may determine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

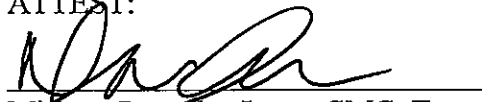
INTRODUCED, READ AND ADOPTED this 15th day of October, 2025.

CENTRAL FIRESTONE DISTRICT

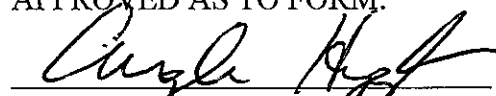
By


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 OCT 15th, 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' 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.

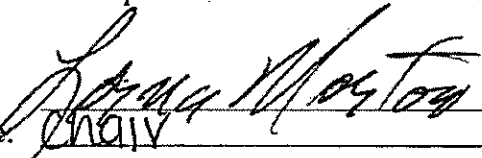
TOWN OF FIRESTONE, a political subdivision of
the State of Colorado

By: _____
Title: _____

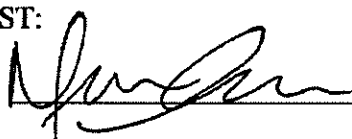
ATTEST:

By: _____

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

By:  _____
Title: CHIEF _____

ATTEST:

By:  _____

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 9.c

Discussion/Action

Meeting Date: October 22, 2025

Initiated By: Julie Pasillas

Department: Water & Community Resources

AGENDA ITEM

Resolution 25-113: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE TOWN OF FIRESTONE AND EV STUDIO

RECOMMENDATION

Staff recommends approval of Resolution 25-113, authorizing the execution of a Professional Services Agreement with EV Studio, for design services for the restroom facility at Firestone Regional Sports Complex 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

The proposed resolution approves an agreement with EV Studio for the design of a replacement facility for the restrooms at the Firestone Regional Sports Complex.

Staff recommends design services for the future replacement of the more than 15-year-old restroom facility at the Sports Complex to ensure the continued safety, accessibility, and enjoyment of all community members. Over the years, exposure to the elements and frequent use have led to natural wear and tear, resulting in potential safety concerns, including rusted components, weakened structures, and outdated design features that warrant a new facility. Additionally, restroom safety standards and accessibility guidelines have undergone significant evolution over the past decade and a half.

The design of the proposed new facility will meet current safety codes and provide inclusive, accessible amenities for all users of the Sports Complex, regardless of ability. By investing in a modern, durable restroom facility, we aim to create a welcoming environment that supports healthy activity, strengthens community bonds, and serves families well into the future.

FINANCIAL CONSIDERATIONS

This Agreement is for an amount not to exceed \$46,500.00 to replace the restroom facility at Firestone Regional Sports Complex. The Capital Improvements Fund will pay for the project, which was included in the 2025 budget.

HISTORY AND PREVIOUS BOARD ACTION

At the Board of Trustees work session in September 2024, staff presented the replacement of the playground equipment as part of the proposed CIP budget for 2025.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 25-113 EV Studio
2. Signed Services Agreement - EV Studio

RESOLUTION NO. 25-113

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING AN AGREEMENT FOR
PROFESSIONAL SERVICES BETWEEN THE TOWN OF FIRESTONE AND
EV STUDIO**

WHEREAS, the Town of Firestone (“Town”) is in need of professional design services for the Firestone Regional Sports Complex Replacement Restrooms Project (the “Project”); and

WHEREAS, the Town issued an invitation for bid (“IFB”) proposals for such services for the Project; and

WHEREAS, the Town has evaluated the bids submitted in response to the IFB, and finds that EV Studio. (“EV”) is the responsible and responsive bidder whose bid is most advantageous to the Town; and

WHEREAS, the Town finds that EV has the expertise, qualifications, and experience to perform the work and duties required for the Project, and desires to select EV as the successful bidder for the IFB and to enter into a professional services agreement with EV to provide the design services and perform the work as described in Professional Services Agreement, attached hereto 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 EV Studio. 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 Professional Services 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 Agreement up to and until such time as the total dollar amount of all such change orders equals or exceeds \$46,500.00, at which time any such change order shall be subject to approval by the Board.

PASSED AND ADOPTED this 22nd day of October, 2025.

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney



AGREEMENT FOR PROFESSIONAL SERVICES

Project Name: Firestone Regional Sports Complex Restroom Design

Project Number: P2025-9325

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 **EV Studio**, an independent Contractor with a principal place of business at 5335 W 48th Ave., Denver, Co 80212 ("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 **Firestone Regional Sports Complex(P2025-9325)** 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 within 90 days of the Effective Date of the agreement 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 \$ 46,500. 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-Contractors from all claims and causes of action arising from such uses, and shall to the extent permitted by law indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Town's modification or reuse of the documents.
- C. The Town expressly acknowledges and agrees that the documents and data to be provided by Contractor under the Agreement may contain certain design details, features and concepts from the Contractor's own practice detail library, which collectively may form portions of the design for the Project, but which separately are, and shall remain, the sole and exclusive property of Contractor. Nothing herein shall be construed as a limitation on the Contractor's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent Contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. 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 interest's 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 Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

Keith Martin, Town Attorney

CONTRACTOR

By:



Brian Welch, PE
Principal
EVstudio

EXHIBIT A

SCOPE OF SERVICES

Contractor 's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

Design of Restroom/Concession Facility

1. Purpose and Objectives

- **Purpose:** To create a modern, accessible, and efficient facility that meets the needs of patrons.
- **Primary Objectives:**
 - Provide clean and well-ventilated restrooms.
 - Incorporate an equipped concession stand.
 - Ensure ADA compliance.
 - Use sustainable and durable materials.

2. Site Analysis

- **Location:** Analyze traffic flow, proximity to existing structures, utilities access, and space constraints.
- **Accessibility:** Ensure the site is accessible via pathways or roads, with clear signage.
- **Utilities:** All utilities are at site, water, sewer, electricity, and drainage systems.

3. Facility Layout

- **Restrooms:**
 - Separate male, female restrooms
 - Include a minimum of **3 stalls per gender**
 - Provide at least one ADA-compliant stall in each restroom.
 - Install baby-changing stations in all restrooms.
- **Concession Stand:**
 - Design an efficient counter area with 1 serving window.
 - Include space for food prep, refrigeration, storage, and equipment.
 - Ensure a separate area for staff entry and waste management.
 - Separated office area with single door access

4. Design Considerations

- **Aesthetic:** Match the design to the surrounding architecture (e.g., modern, rustic, industrial).
- **Materials:** Use durable, low-maintenance materials such as concrete, metal, and tile.
- **Lighting:** Incorporate LED lighting for cost-efficiency and safety.
- **Signage:** Include clear, multilingual signage for restrooms and concessions.
- **Security:** Install motion-sensor lights, and combo keypad locks for safety.

5. Sustainability Features

- Low-flow toilets and faucets.
- Proper ventilation to minimize energy use.
- Graffiti resistant coatings for walls and partitions
- Stainless fixtures
- Warm air hand driers
- Motion activated lights
- Motion activated exhaust fans

6. Compliance

- **Building Codes:** Ensure compliance with local and national building codes.
- **ADA:** Include ramps, wide doors, and accessible fixtures.
- **Health Standards:** For concessions, follow health department requirements.

Contractor 's Deliverables

In the performance of the duties described above, the Contractor shall deliver the following items to the Town during the timeframes established by the Town:

1. Floor Plan Layouts

- Scaled drawings showing restroom layout (toilets, urinals, sinks, partitions, ADA clearances, door swings, circulation space).
- Multiple layout options.

2. Elevations & Sections

- Interior wall elevations showing tiles, mirrors, partitions, accessories, and fixture locations.
- Section drawings if needed for detailing.

3. Fixture & Finish Schedule

- List of toilets, sinks, urinals, faucets, partitions, accessories (soap dispensers, hand dryers, grab bars, etc.).
- Finish schedule (flooring, wall finishes, ceiling materials, paint colors).

4. Plumbing & Electrical Rough-In Plan

- Locations for floor drains, water supply, waste lines, and venting.
- Electrical outlet locations, lighting layout, switches, and any specialty circuits (e.g., for hand dryers).

5. Reflected Ceiling Plan (if needed)

- Lighting layout, HVAC registers, ceiling tile/grid or drywall layout.

6. ADA / Code Compliance Notes

- Verification that the design meets accessibility standards (e.g., ADA, local codes).
- Clearances for stalls, turning radii, grab bar placement.

7. Specifications / Design Narrative

- Written summary of the design intent, finishes, and key product selections.
- It can be a short booklet or specification sheet.

8. Renderings

- 2D or 3D renderings for visualization.

9. Permit-Ready Drawings

- Stamped engineered Drawings formatted and detailed enough for submission to the building department
- Construction drawings along with construction oversight and support

10. Digital Files

- PDFs for distribution.
- Native CAD/Revit files

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 9.d

Discussion/Action

Meeting Date: October 22, 2025

Initiated By: Julie Pasillas

Department: Water & Community Resources

AGENDA ITEM

Resolution 25-114: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF FIRESTONE AND THE BENNT CREEK REGIONAL WATER AUTHORITY PERTAINING TO THE DESIRE TO ESTABLISH A COOPERATIVE FRAMEWORK BETWEEN BOTH PARTIES

RECOMMENDATION

Staff recommends approval of Resolution 25-114, authorizing the execution of the Memorandum of Understanding between the Town of Firestone and the BennT Creek Regional Water Authority.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.

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

Denial: The Board moves to deny the Resolution.

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

SUMMARY

The proposed Resolution will authorize the Mayor to sign an MOU between the Town of Firestone and BennT Creek Region Water Authority (BCRWA). The MOU will allow Firestone and BCRWA to memorialize the Parties' desire to establish a cooperative framework to explore Firestone's potential involvement as a member of the Authority.

FINANCIAL CONSIDERATIONS

None at this time.

HISTORY AND PREVIOUS BOARD ACTION

At the June 2025 Board of Trustees Retreat, during the day-long water presentation, the BennT Creek Regional Water Authority was discussed, and following up on the Board's interest, Town staff and Water Council worked with BCRWA to draft the attached MOU for the Board's consideration.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 25-114 BennT Creek Regional Water Authority MOU
2. MOU BENNT CREEK REGIONAL WATER AUTHORITY

RESOLUTION NO. 25-114

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING A MEMORANDUM OF
UNDERSTANDING BETWEEN THE TOWN OF FIRESTONE AND THE
BENNT CREEK REGIONAL WATER AUTHORITY PERTAINING TO THE
DESIRE TO ESTABLISH A COOPERATIVE FRAMEWORK BETWEEN
BOTH PARTIES**

WHEREAS, the BennT Creek Regional Water Authority (“BCRWA”) is a quasi-municipal corporation and political subdivision of the State of Colorado organized under C.R.S. § 29-1-204.2 for the purpose of planning and developing water resources, water systems, and water facilities; and

WHEREAS, BCRWA and the Town of Firestone (“Town”) desire to enter into a memorandum of understanding (“MOU”), attached hereto as **Exhibit A**, to memorialize the Parties’ desire to establish a cooperative framework to explore Firestone’s potential involvement as a member of the Authority; and

WHEREAS, the Town desires to conduct a thorough and comprehensive review of the Authority's engineering designs, cost estimates, financing plans, and other relevant aspects associated with the Authority's operations and planning; and

WHEREAS, the Board of Trustees finds that entering into the MOU is in the best interest 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 Memorandum of Understanding between the Town of Firestone and the BennT Regional Water Authority is hereby approved in substantially the same form as the copy attached hereto as **Exhibit A** and made a part of this resolution. The Town Manager is authorized to execute and deliver the MOU on behalf of the Town.

PASSED AND ADOPTED this 22nd day of October, 2025.

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF FIRESTONE AND THE BENNT CREEK REGIONAL WATER AUTHORITY

This Memorandum of Understanding ("MOU") is entered into this ____ day of _____ 2025, by and between the Town of Firestone ("Firestone") and the BennT Creek Regional Water Authority ("Authority"), which may be referred to herein as the "Parties."

RECITALS

WHEREAS, the Authority is a quasi-municipal corporation and political subdivision of the State of Colorado organized under C.R.S. § 29-1-204.2 for the purpose of planning and developing water resources, water systems, and water facilities. The current members of the Authority include the Town of Bennett and Todd Creek Village Metropolitan District;

WHEREAS, the Town of Firestone is a municipal and political subdivision of the State;

WHEREAS, Firestone and the Authority desire to establish a cooperative framework to explore Firestone's potential involvement as a member of the Authority;

WHEREAS, the parties wish to foster cooperation and coordination regarding Firestone's consideration of joining the Authority;

WHEREAS, Firestone desires to conduct a thorough and comprehensive review of the Authority's engineering designs, cost estimates, financing plans, and other relevant aspects associated with the Authority's operations and planning;

WHEREAS, the parties agree that this cooperative endeavor and review process is essential for ensuring the success and sustainability of any potential participation by Firestone in the Authority; and

WHEREAS, the parties desire to memorialize the terms and conditions governing this exploratory and review process;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

AGREEMENT

A. Objectives of Collaboration. The primary objectives of this MOU are:

- a. To enable Firestone to comprehensively evaluate the potential of becoming a member of the Authority;
- b. To facilitate an informed decision-making process through transparent information sharing; and

- c. To explore the mutual benefits and potential of a collaborative relationship. These objectives are intended to be pursued through open communication, information exchange, and mutual cooperation.
- B. **Review Process and Resource Commitments.** The Authority commits to providing all necessary documentation and information for this review. Firestone commits to allocating staff time and resources to conduct the review, while the Authority commits to providing access to its personnel and consultants for clarifications and discussions as needed. Pursuant to the terms of this MOU, Firestone agrees to conduct a thorough and diligent review of all engineering designs, cost estimates, financing plans, and any other relevant documentation or information provided by the Authority. This review process is undertaken to evaluate the feasibility and benefits of Firestone joining the Authority.
- C. **Non-Binding Provision.** This MOU is intended to constitute an expression and mutual understanding of the Parties' willingness to work collaboratively in order for Firestone to conduct a comprehensive review of the necessary information to make an informed decision if it wishes to become a member of the Authority. The parties acknowledge that none of the provisions in this MOU are binding and nothing in this MOU shall give rise to any obligation or enforceable contract for any party.
- D. **Confidentiality.** Firestone acknowledges that it may receive confidential and proprietary information from the Authority in connection with this MOU, including but not limited to engineering designs, cost estimates, financing plans, technical data, and other sensitive information ("Confidential Information"). Firestone agrees to maintain the confidentiality of all Confidential Information received from the Authority and not to disclose any such information to any third party without the prior written consent of the Authority, except as required by law or in response to a valid order of a court or other governmental body. Furthermore, Firestone agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this MOU.
- E. **Termination.** This MOU shall commence on the date set forth above and shall remain in effect until terminated by either party. Either party may terminate this MOU at any time. Upon termination of this MOU, each party shall return to the other all documents, materials, and other possessions containing Confidential Information received from the other party. If it is not feasible to return the Confidential Information, the parties agree to destroy such information and provide written certification of its destruction to the other party. Termination of this MOU shall not affect any ongoing obligations or rights that were established under the terms of this MOU prior to its termination, including but not limited

to, the obligations concerning the protection and confidentiality of Confidential Information.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the day and year first set forth above.

ATTEST:

TOWN OF FIRESTONE

By: _____

[Inset Name Here]

Approved by Firestone Counsel:

[Inset Name Here]

BENNT CREEK REGIONAL WATER AUTHORITY

By: _____

[Insert Name Here]

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 9.e

Discussion/Action

Meeting Date: October 22, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Budget Final Review

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:
 - Uphold Fiscal Integrity

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 9.f

Discussion/Action

Meeting Date: October 22, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Formation Adhoc Interim Town Manager Committee

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

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

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

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

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

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 9.g

Discussion/Action

Meeting Date: October 22, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Designation of Acting Town Manager

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

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

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

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

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

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

None