TOWN OF FIRESTONE

Board of Trustees Regular Meeting Agenda

January 21, 2026

Following the 5:30 PM Finance Committee Meeting
9900 Park Avenue, Firestone, CO 80504

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

FINANCE COMMITTEE MEETING AT 5:30 PM IN THE RICHARD E. HART TRAINING 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 December 10, 2025, Regular Meeting Minutes

   b. Appointment of Helen Lay and Gene Hoskins to the Planning and Zoning Commission

   c. **Resolution 26-01:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, DESIGNATING THE POSTING LOCATION FOR NOTICE OF MEETINGS OF THE BOARD OF TRUSTEES AND ALL OTHER LOCAL PUBLIC BODIES OF THE TOWN

   d. **Resolution 26-02**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE PAYMENT OF THE TOWN'S 2026 EMPLOYEE BENEFITS INSURANCE PREMIUMS.

   e. **Resolution 26-03:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING PAYMENT OF THE COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY'S

* 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.

INSURANCE PREMIUMS FOR 2026 PROPERTY AND CASUALTY COVERAGE.

f. **Resolution 26-04**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING THE 2025-2026 AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM.

g. **Ordinance 1073**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING TITLE 5 OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO BUSINESS LICENSES, GENERALLY, AND BUSINESS LICENSES FOR AUCTIONS AND AUCTIONEERS, GAMES, PAWNSHOPS, REFUSE HAULERS, ANIMAL INDUSTRIES, AND SEXUALLY ORIENTED BUSINESSES

h. **Resolution 26-06**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE PURCHASE OF CAPITAL EQUIPMENT NECESSARY FOR THE TOWNS OPERATIONS

6. Proclamation

a. National Law Enforcement Appreciation Day

7. Discussion/Action

a. **Resolution 26-05**: 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 LRE WATER

b. **Resolution 26-07:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING THE BARRY P.W. COOPER AND SANDRA G. COOPER NATIVE WATER CREDIT PURCHASE AGREEMENT

c. **Resolution 26-08:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING A PURCHASE AND SALE

AGREEMENT WITH MARK W. SCHELL AND DEBORAH M. SCHELL; AND AUTHORIZING THE FILING OF A WATER COURT APPLICATION FOR CHANGE OF WATER RIGHTS PERTAINING THERETO

d. **Resolution 26-09:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACCEPTING SUBMISSION OF RECALL PETITIONS, CALLING FOR A TOWN SPECIAL ELECTION ON APRIL 21, 2026 TO CONSIDER THE RECALL OF TWO CURRENT BOARD OF TRUSTEE MEMBERS; AND SUBMITTING BALLOT QUESTIONS PERTAINING THERETO

8. Public Comment

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

9. Reports

a. Staff

9.a.i. November and December Monthly Financials

b. Mayor

c. Trustees

10. Executive Session

a. An executive session pursuant to C.R.S. 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 and to develop strategy accordingly.

11. Adjournment

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

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

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 5.a **Consent Agenda** **Meeting Date:** January 21, 2026 **Initiated By:** **Department:** Town Clerk

AGENDA ITEM
Approval of December 10, 2025, Regular Meeting Minutes

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
1. December 10, 2025 Board of Trustees Regulrar Meeting Minutes

FIRESTONE
COLORADO

TOWN OF FIRESTONE

Board of Trustees Regular Meeting
MINUTES
December 10, 2025

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1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on December 10, 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

2. Pledge of Allegiance

Mayor Conyac led the pledge of allegiance.

3. Swearing in of New Board Member John Damsma

4. Approval of Agenda

Motion by Trustee Morton, **second** by Mayor Pro Tem Jimenez, to amend the agenda to reflect the following new order:

Consent Agenda:

a. Approval of November 12, 2025 Board of Trustees Regular Meeting Minutes
b. Re-appointment of Beth Fox to the Parks, Trails, Recreation, and Open Space Commission
c. Resolution 25-118
d. Resolution 25-123
e. Resolution127
f. Resolution 25-131

Discussion/Action

a. Ordinance 1069
b. Resolution 25-119
c. Ordinance 1070
d. Ordinance 1068
e. Resolution 25-125
f. Resolution 25-126
g. Resolution 25-128

h. Ordinance 1071
i. Resolution 25-132
j. Resolution 25-29
k. Resolution 25-130
l. Board of Trustees Expense Report
m. Town Manager Recruiting Process Discussion

Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty, Trustee Damsma
No: None
Abstain: None
Motion carried.

Motion by Trustee Doherty, **second** by Mayor Pro Tem Jimenez, to Approve the Agenda as Amended
Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty, Trustee Damsma
No: None
Abstain: None
Motion carried.

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

Vicky Jarrel, a Firestone resident, provided public comment regarding the Weld County water service.

6. Consent Agenda

Motion by Trustee Byrd, **second** by Trustee Doherty, to Approve Consent Agenda
Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty, Trustee Damsma
No: None
Abstain: None
Motion carried.

a. Approval of November 12, 2025 Board of Trustees Regular Meeting Minutes

b. Re-appointment of Beth Fox to the Parks, Trails, Recreation, and Open Space Commission

c. **Resolution 25-118:** A RESOLUTION OF THE BOARD OF TRUSTEES AND THE TOWN OF FIRESTONE, COLORADO, APPROVING A SCHOOL RESOURCE OFFICER PROGRAM BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE CHARTER ACADEMY.

d. **Resolution 25-123**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE 2026 AGREEMENT

BETWEEN THE TOWN OF FIRESTONE AND THE LONGMONT HUMANE SOCIETY, INC.

e. **Resolution 25-127:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, LEVYING GENERAL PROPERTY TAXES FOR THE 2025 TAX YEAR, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF FIRESTONE, COLORADO FOR THE 2026 FISCAL YEAR

f. **Resolution 25-131:** 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. 7C AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE BAREFOOT LAKES FILING NO. 7C SUBDIVISION

7. Presentation

a. Presentation of check to Santa Cops

8. Land Development

a. **PUBLIC HEARING: Ordinance 1072:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN APPLICATION TO AMEND THE GATEWAY NORTH FINAL DEVELOPMENT PLAN

Mayor Conyac opened the public hearing for Ordinance 1072 at 6:12 pm.

Annika Risser, Planner I, presented to the Board of Trustees.

Morgan Kidder and Journey Homes, with Gateway North apartments, the applicants, presented to the Board of Trustees.

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

Staff and the applicant responded to the board's questions regarding the proposed ordinance.

Motion by Trustee Doherty, **second** by Mayor Pro Tem Jimenez, to Approve **PUBLIC HEARING: Ordinance 1072:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN APPLICATION TO AMEND THE GATEWAY NORTH FINAL DEVELOPMENT PLAN

Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty, Trustee Damsma
No: None
Abstain: None
Motion carried.

9. Discussion/Action

a. **Ordinance 1069:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FIRST AMENDMENT TO THE FRANCHISE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND UNITED POWER, INC., AND DECLARING AN EMERGENCY WITH RESPECT THERETO

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Morton, to Approve **Ordinance 1069:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FIRST AMENDMENT TO THE FRANCHISE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND UNITED POWER, INC., AND DECLARING AN EMERGENCY WITH RESPECT THERETO
Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty, Trustee Damsma
No: None
Abstain: None
Motion carried.

b. **Resolution 25-119:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO AMENDING THE BOARD OF TRUSTEES RULES OF PROCEDURE

Motion by Trustee Byrd, **second** by Mayor Pro Tem Jimenez, to Approve **Resolution 25-119:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO AMENDING THE BOARD OF TRUSTEES RULES OF PROCEDURE
Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty, Trustee Damsma
No: None
Abstain: None
Motion carried.

c. **Ordinance 1070:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND RE-ENACTING IN ITS ENTIRETY CHAPTER 2.44 OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO THE TOWN OF FIRESTONE MUNICIPAL COURT

Motion by Trustee Doherty, **second** by Trustee Damsma, to Approve **Ordinance 1070:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND RE-ENACTING IN ITS ENTIRETY CHAPTER 2.44 OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO THE TOWN OF FIRESTONE MUNICIPAL COURT
Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty, Trustee Damsma
No: None
Abstain: None

Motion carried.

d. **<u>Ordinance 1068:</u>** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, IMPLEMENTING A VOTER-APPROVED CHANGE IN THE TOWN'S REGULAR ELECTION DATE AND ESTABLISHING THE NEW REGULAR ELECTION DATE FOR THE TOWN OF FIRESTONE

Motion by Trustee Morton, **second** by Trustee Doherty, to Approve **<u>Ordinance 1068:</u>** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, IMPLEMENTING A VOTER-APPROVED CHANGE IN THE TOWN'S REGULAR ELECTION DATE AND ESTABLISHING THE NEW REGULAR ELECTION DATE FOR THE TOWN OF FIRESTONE
Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty, Trustee Damsma
No: None
Abstain: None
Motion carried.

e. **<u>Resolution 25-125:</u>** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, RATIFYING THE ST. VRAIN WATER AUTHORITY'S BOARD OF DIRECTORS' ACTION IN APPROVING AN AGREEMENT TO DISSOLVE THE ST. VRAIN WATER AUTHORITY

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Doherty, to Approve **<u>Resolution 25-125:</u>** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, RATIFYING THE ST. VRAIN WATER AUTHORITY'S BOARD OF DIRECTORS' ACTION IN APPROVING AN AGREEMENT TO DISSOLVE THE ST. VRAIN WATER AUTHORITY
Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty, Trustee Damsma
No: None
Abstain: None
Motion carried.

f. **<u>Resolution 25-126:</u>** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, RATIFYING THE ACTIONS OF THE INTERIM TOWN MANAGER AND APPROVING A CONTRACT TO BUY AND SELL REAL PROPERTY LOCATED AT 12623 CANOE STREET

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Byrd, to Approve **<u>Resolution 25-126:</u>** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, RATIFYING THE ACTIONS OF THE INTERIM TOWN MANAGER AND APPROVING A CONTRACT TO BUY AND SELL REAL PROPERTY LOCATED AT 12623 CANOE STREET
Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Morton, Trustee Byrd, Trustee Doherty, Trustee Damsma

No: Trustee Holcomb
Abstain: None
Motion carried.

g. **Resolution 25-128:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PRESCRIBING THE TOWN OF FIRESTONE'S WATER RATES, FEES, TOLLS AND CHARGES AND STORAGE AND INFRASTRUCTURE INVESTMENT FEES

Motion by Trustee Morton, **second** by Mayor Pro Tem Jimenez, to Approve **Resolution 25-128:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PRESCRIBING THE TOWN OF FIRESTONE'S WATER RATES, FEES, TOLLS AND CHARGES AND STORAGE AND INFRASTRUCTURE INVESTMENT FEES
Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Morton, Trustee Byrd, Trustee Doherty, Trustee Damsma
No: Trustee Holcomb
Abstain: None
Motion carried.

h. **Ordinance 1071:** AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LINE OF CREDIT AGREEMENT BETWEEN THE TOWN OF FIRESTONE, COLORADO, AND VECTRA BANK, A DIVISION OF ZIONS BANCORPORATION, N.A.; IN ORDER TO FINANCE THE FUTURE ACQUISITION OF WATER, WATER RIGHTS, AND WATER STORAGE TO ACCOMMODATE DEVELOPMENT AND GROWTH WITHIN THE TOWN; AND OTHER DOCUMENTS RELATED THERETO; RATIFYING ACTION PREVIOUSLY TAKEN RELATING THERETO; PROVIDING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Morton, to Approve **Ordinance 1071:** AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LINE OF CREDIT AGREEMENT BETWEEN THE TOWN OF FIRESTONE, COLORADO, AND VECTRA BANK, A DIVISION OF ZIONS BANCORPORATION, N.A.; IN ORDER TO FINANCE THE FUTURE ACQUISITION OF WATER, WATER RIGHTS, AND WATER STORAGE TO ACCOMMODATE DEVELOPMENT AND GROWTH WITHIN THE TOWN; AND OTHER DOCUMENTS RELATED THERETO; RATIFYING ACTION PREVIOUSLY TAKEN RELATING THERETO; PROVIDING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY
Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Morton, Trustee Byrd, Trustee Doherty, Trustee Damsma
No: Trustee Holcomb
Abstain: None
Motion carried.

i. **Resolution 25-132:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, DESIGNATING A HEARING OFFICER TO PRESIDE OVER RECALL PETITION SUFFICIENCY PROTESTS IN THE TOWN AND APPROVING A PROFESSIONAL SERVICES AGREEMENT

PERTAINING THERETO

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Doherty, to Approve **Resolution 25-132:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, DESIGNATING A HEARING OFFICER TO PRESIDE OVER RECALL PETITION SUFFICIENCY PROTESTS IN THE TOWN AND APPROVING A PROFESSIONAL SERVICES AGREEMENT PERTAINING THERETO
Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty, Trustee Damsma
No: None
Abstain: None
Motion carried.

j. **Resolution 25-129**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE AMENDMENT NO. 1 TO TWENTY-FIRST INTERIM AGREEMENT WITH THE NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE AND THE TOWN OF FIRESTONE COLORADO ACTING WITH AND ON BEHALF OF THEFIRESTONE WATER ACTIVITY ENTERPRISE FOR PARTICIPATION IN THE NORTHERN INTEGRATED SUPPLY PROJECT

Motion by Trustee Morton, **second** by Trustee Byrd, to Approve **Resolution 25-129**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE AMENDMENT NO. 1 TO TWENTY-FIRST INTERIM AGREEMENT WITH THE NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE AND THE TOWN OF FIRESTONE COLORADO ACTING WITH AND ON BEHALF OF THE FIRESTONE WATER ACTIVITY ENTERPRISE FOR PARTICIPATION IN THE NORTHERN INTEGRATED SUPPLY PROJECT
Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty, Trustee Damsma
No: None
Abstain: None
Motion carried.

k. **Resolution 25-130:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ESTABLISHING THE 2025 CENTRAL FIRESTONE DISTRICT TAX LEVY TO THE BOARD OF COUNTY COMMISSIONERS

Motion by Trustee Morton, **second** by Trustee Doherty, to Approve **Resolution 25-130:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ESTABLISHING THE 2025 CENTRAL FIRESTONE DISTRICT TAX LEVY TO THE BOARD OF COUNTY COMMISSIONERS
Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty, Trustee Damsma
No: None
Abstain: None

Motion carried.

l. Board of Trustees Expense Report

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Morton, to Approve the Board of Trustees Expense Report
Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty, Trustee Damsma
No: None
Abstain: None
Motion carried.

m. Town Manager Recruiting Process Discussion

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

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

11. Reports

a. Staff

b. Trustees

Trustee Morton asked staff to put together an estimate of cost of the recall thus far.

Trustee Holcomb reported on the December 3, 2025, Chat with a Trustee.

Trustee Doherty reported on his lunch with the town's lobbyists.

The Mayor Pro Tem requested a status update from staff regarding the projected timeline for engagement with United Soccer League (USL) and Carr & Associates.

Trustee Damsma reported on a Planning and Zoning Commission meeting item.

c. Mayor

Mayor Conyac reported on his Vegas meeting with United Soccer League (USL).

12. 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. 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 regarding integrated water resource planning actions within the boundaries of the Town Water Activity Enterprise service area as well as to determine positions and to develop strategy accordingly.

b. An executive session pursuant to C.R.S. Section 24-6-402(4)(e)(I) to determine positions, develop strategy, and instruct negotiators accordingly related to acquiring property interests for a pipeline project

13. Adjournment

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

Introduced and Approved the __________Day of _________, 2025.

TOWN OF FIRESTONE, COLORADO

ATTEST

____
Don Conyac, Jr., Mayor

____
Miriam Granados Luna, CMC,
Town Clerk

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AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES

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AIM No.: 5.b

Consent Agenda

Meeting Date: January 21, 2026

Initiated By:

Department: Town Clerk

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AGENDA ITEM
Appointment of Helen Lay and Gene Hoskins to the Planning and Zoning Commission

RECOMMENDATION
Recommendation is that the Board appoint Helen Lay as a regular member of the Planning and Zoning Commission and Gene Hoskins as a regular member, transitioning from the alternate member position.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the [Ordinance or Resolution].
Approval with Conditions: The Board moves to approve the [Ordinance or Resolution], listing the Board's conditions.
Denial: The Board moves to deny the [Ordinance or Resolution].
No Action: The Board provides staff with specific instructions to modify the [Ordinance or Resolution] and return at a future date.

SUMMARY
This item appoints Helen Lay as a regular member of the Planning and Zoning Commission and appoints Gene Hoskins as a regular member, transitioning from the alternate member position.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS
1. Planning and Zoning Commission Application - Lay- Submission #27267_Redacted
2. Planning and Zoning Commission Application - Hoskins- Submission #26901_Redacted

Print

Firestone Board, Commission or Committee Application - Submission #27267

Date Submitted: 11/4/2025

Town of Firestone Board, Commission or Committee Application

To be considered for a board or commission vacancy, please complete this application.

Qualifications: All positions require residency within the Town of Firestone, and, in some instances, a particular area of experience or vocation is preferred. Additional information can be found on the Town's website under Boards and Commissions, or you can contact the Town Clerk's Office at 303-531-6264.

The Board of Trustees will review candidate applications and, upon approval, will formally appoint individuals at a regularly scheduled Town Board meeting.

Name of Board, Commission or Committee*

Planning & Zoning Commission

Applicant Name*

Helen Lay

Address*

[redacted]

City*

Firestone

State*

CO

Zip*

80504

Home Phone

[redacted]

Cell Phone

[redacted]

Work Phone

[redacted]

Email*

[redacted]

How long have you been a Firestone resident?*

February 2020

To be a member of the Planning and Zoning Commission you must have been a resident of the Town for a period of at least one year prior to beginning the term to which they have been appointed.

Current Occupation

Realtor

Employer

Home Simple Realty LLC

Do you currently serve, or have you previously served, on a board, commission or committee?*

☑ Yes

☐ No

If yes, which ones?

President Neighbors Point HOA

Why are you interested in this particular board, commission or committee?*

I'd like to more involved with the town that I live in and contribute where I can to help keep this town the great little town that it is.

List any abilities, skills, licenses, certificates, specialized training or interests applicable to this board, commission or committee.

Real estate license. Interested in how the town will evolve with the growth it's experiencing. Strong ability to think rationally and make well informed decisions based on the better good.

If not appointed at this time, would you be interested in serving on any other boards, commissions or committees for the Town of Firestone? *

☑ Yes

☐ No

If so, please list the alternative board, commission, or committee of interest.

Whatever's available that I'd be qualified for.

The Town of Firestone will make reasonable accommodations for access to town services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call 303-531-6264 for assistance.

Check Here*

I certify that all statements on this form are true and complete.

☑ I agree my electronic submission of this form constitutes my signature affirming the above information is true and correct.

Applicant Signature*

Helen Lay

Date*

11/4/2025

Print

Firestone Board, Commission or Committee Application - Submission #26901

Date Submitted: 8/29/2025

Town of Firestone Board, Commission or Committee Application

To be considered for a board or commission vacancy, please complete this application.

Qualifications: All positions require residency within the Town of Firestone, and, in some instances, a particular area of experience or vocation is preferred. Additional information can be found on the Town's website under Boards and Commissions, or you can contact the Town Clerk's Office at 303-531-6264.

The Board of Trustees will review candidate applications and, upon approval, will formally appoint individuals at a regularly scheduled Town Board meeting.

Name of Board, Commission or Committee*

Planning & Zoning Commission

Applicant Name*

Gene Hoskins

Address*

[redacted]

City*

Firestone

State*

CO

Zip*

80504

Home Phone

[redacted]

Cell Phone

[redacted]

Work Phone

Email*

[redacted]

How long have you been a Firestone resident?*

5 years

To be a member of the Planning and Zoning Commission you must have been a resident of the Town for a period of at least one year prior to beginning the term to which they have been appointed.

Current Occupation

Retired

Employer

Do you currently serve, or have you previously served, on a board, commission or committee?*

- [x] Yes
- [ ] No

If yes, which ones?

Current: HOA Architectural Review Committee and Metro District Board of Directors Previous: Church Board of Directors

Why are you interested in this particular board, commission or committee?*

Community service

List any abilities, skills, licenses, certificates, specialized training or interests applicable to this board, commission or committee.

Career in Corporate Accounting, Finance and Administration.

If not appointed at this time, would you be interested in serving on any other boards, commissions or committees for the Town of Firestone? *

☐ Yes

☑ No

If so, please list the alternative board, commission, or committee of interest.

The Town of Firestone will make reasonable accommodations for access to town services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call 303-531-6264 for assistance.

Check Here*

I certify that all statements on this form are true and complete.

☑ I agree my electronic submission of this form constitutes my signature affirming the above information is true and correct.

Applicant Signature*

Gene Hoskins

Date*

8/29/2025

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 5.c **Consent Agenda** **Meeting Date:** January 21, 2026 **Initiated By:** Miriam Luna Gonzalez **Department:** Town Clerk

FIRESTONE
COLORADO

AGENDA ITEM
Resolution 26-01: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, DESIGNATING THE POSTING LOCATION FOR NOTICE OF MEETINGS OF THE BOARD OF TRUSTEES AND ALL OTHER LOCAL PUBLIC BODIES OF THE TOWN

RECOMMENDATION
Staff recommends approval of resolution 26-01.

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 or Resolution and return at a future date.

SUMMARY
This is an annual resolution pursuant to C.R.S. 24-6-402(2)(c) that designates the public place for posting notice of meetings of the Board of Trustees and all other local public bodies at the first regular meeting of each calendar year.

In 2025, this requirement was fulfilled through the adoption of Resolution 25-09, which designated the Firestone Town Hall, 9950 Park Ave., Firestone, CO, 80504, and the Town's website (www.firestoneco.gov) as the official posting locations.

The posting locations remain unchanged for 2026, and Resolution 26-01 reaffirms this designation for compliance with statutory requirements.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION
In 2025, this requirement was fulfilled through the adoption of Resolution 25-09, which designated the Firestone Town Hall, 9950 Park Ave., Firestone, CO, 80504, and the Town's website (www.firestoneco.gov) as the official posting locations.

BOARD STRATEGIC PLAN IMPACT
✓ This agenda item furthers the Board of Trustees' strategic goal:
N/A

ATTACHMENTS
1. Resolution 26-01 Meeting Posting Location

RESOLUTION 26-01

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, DESIGNATING THE POSTING LOCATION FOR NOTICE OF MEETINGS OF THE BOARD OF TRUSTEES AND ALL OTHER LOCAL PUBLIC BODIES OF THE TOWN

WHEREAS, C.R.S. § 24-6-402 (2)(c) requires that the Board of Trustees annually designate at the Board's first regular meeting of each calendar year the public place for posting of notice for the meetings of the Board of Trustees and other local public bodies of the Town; and

WHEREAS, local public body means any municipality, board, committee, commission, authority, or other advisory, policymaking or formally constituted body of the Town; and

WHEREAS, with the goal of having local governments transition from the posting of notices at a fixed physical location the legislature amended the Open Meetings Law to permit the posting of meetings of local public bodies upon a public website no less than twenty-four hours before the meeting; and

WHEREAS, the legislature further declared that a local public body posting on a public website would constitute full and timely notice of a public meeting and that it would monitor the transition with the goal of having notice of all public meetings posted online; and

WHEREAS, this Resolution is to apply only to those meetings for which applicable state or local law requires public notice to be posted by the Town as a Town-conducted meeting; and

WHEREAS, the Town Board of Trustees wishes to designate the location for posting notice of its meetings as set forth herein.

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

Section 1. Pursuant to C.R.S. § 24-6-402 (2)(c)(III), the Town of Firestone's official website, www.firestoneco.gov, is hereby designated as the public place for posting of notices of meetings of the town Board of Trustees and all other town boards, commissions, agencies and committees.

Section 2. Pursuant to C.R.S. § 24-6-402 (2)(c), notice of meetings of the Board of Trustees and other local public bodies of the Town shall be posted at the Firestone Town Hall,. Pursuant to C.R.S. § 24-6-402(2)(c)(III), notices of such meetings shall also be published no less than twenty-four hours prior to the holding of such meeting at the following secondary locations: i) at the front reception area located immediately within the internal entrance to Firestone Town Hall, located at 9950 Park Ave., Firestone, CO, 80504; ii) on a bulletin board, kiosk, computer monitor, television screen, or other manner or method of visible display within the publicly accessible main entrance, entry way, vestibule, or exterior of Town Hall, located at 9950 Park Ave., Firestone, CO, 80504; and iii) at the U.S. Post Office, located at 478 1st St., Firestone, Colorado 80520, if the timely online posting of notice of such meetings is disrupted or delayed due to internet service interruption or a power outage.

PASSED AND ADOPTED this _______ day of ______________, 2026.

TOWN OF FIRESTONE

____
Don Conyac Jr., Mayor

ATTEST:

____
Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

____
Marshall Keith Martin, Town Attorney

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 5.d **Consent Agenda** **Meeting Date:** January 21, 2026 **Initiated By:** Jan Sloat **Department:** Human Resources

AGENDA ITEM
Resolution 26-02: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE PAYMENT OF THE TOWN'S 2026 EMPLOYEE BENEFITS INSURANCE PREMIUMS.

RECOMMENDATION
Staff recommends approval of **Resolution 26-02** for the appropriation of funds to pay Insurance Premiums for 2026 Employee Benefits.

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
Resolution 26-02 requests authorization by the Board of the Town's 2026 Employee Benefits Insurance Premiums set forth below.

Cigna	$2,545,110.00	Medical
Delta	$137,197.00	Dental
VSP	$23,870.00	Vision
Pinnacol	$180,000.00	Workers Compensation
Mutual of Omaha	$106,232.00	Group Life and AD&D, Short Term, Long Term Disability

FINANCIAL CONSIDERATIONS

Cigna	$2,545,110.00	Medical
Delta	$ 137,197.00	Dental
VSP	$ 23,870.00	Vision
Pinnacol	$ 180,000.00	Workers Compensation
Mutual of Omaha	$ 106,232.00	Group Life and AD&D, Short Term, Long Term Disability

HISTORY AND PREVIOUS BOARD ACTION
Historically, the Board of Trustees has approved funding for employee benefits insurance premiums as part of the Town's annual compensation package through the budget process. At the first Board meeting of the year, the Board of Trustees appropriates payments, and insurance carriers are then paid monthly upon receipt of invoices.

BOARD STRATEGIC PLAN IMPACT

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

- Organizational Objectives

ATTACHMENTS

1. RESOLUTION NO 26-02 Approving Payment of the Town's 2026 Employee Benefits Insurance Premiums 01-21-2026

RESOLUTION NO. 26-02

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING PAYMENT OF THE TOWN'S 2026 EMPLOYEE BENEFITS INSURANCE PREMIUMS

WHEREAS, the Town of Firestone's 2026 budget adopted by the Board of Trustees appropriates funds for the Town's 2026 employee benefits insurance premiums; and

WHEREAS the Board of Trustees desires to specifically authorize such payments.

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

The Board of Trustees of the Town of Firestone authorizes payment of the Town's employee benefits insurance premiums in the amounts set forth herein below.

Cigna - Medical	$2,545.110.00
Delta - Dental	$137,197.00
VSP - Vision	$23,870.00
Pinnacol - Workers Compensation	$180,000.00
Mutual of Omaha	$106,232.00

INTRODUCED, READ AND ADOPTED this 21st day of January, 2026.

TOWN OF FIRESTONE, COLORADO

____
Don Conyac Jr, Mayor

ATTEST:

____
Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

____
Marshall Keith Martin, Town Attorney

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 5.e **Consent Agenda** **Meeting Date:** January 21, 2026 **Initiated By:** Ivy Pitts **Department:** Administration

AGENDA ITEM
Resolution 26-03: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING PAYMENT OF THE COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY'S INSURANCE PREMIUMS FOR 2026 PROPERTY AND CASUALTY COVERAGE.

RECOMMENDATION
Approval of the Resolution authorizing staff to expend funds

APPROVAL/DENIAL OPTIONS
Approval: The Board moves to approve the Resolution.
Approval with Conditions: The Board moves to approve the Resolution, listing the Board's conditions.
Denial: The Board moves to deny the Resolution.
No Action: The Board provides staff with specific instructions to modify the Resolution and return at a future date.

SUMMARY
This resolution will authorize the payment to CIRSA for 2026 insurance premiums for the following Property/Casualty Coverage:

- Auto Physical Damage
- Auto Liability
- All Risk Property
- Law Enforcement Liability
- General Liability
- Property Damage from Mobile Equipment
- Public Officials Errors & Omissions Liability
- Water Line Ruptures / Sewer Back-up
- Excess Crime
- Excess Cyber
- Equipment Breakdown

FINANCIAL CONSIDERATIONS
All Risk Property: $84,818.14
Auto Liability: $30,588.20
Auto Physical Damage: $54,208.80
General Liability: $31,721.86
Law Enforcement Liability: $173,060.80
Property Damage from Mobile Equipment: $1,000.00
Public Officials Errors & Omissions Liability: $66,025.60
Water Line Ruptures / Sewer Back-up: $1,213.00

Excess Crime: $680.00
Excess Cyber: $12,307.98
Equipment Breakdown: $4261.00
Total: $459,885.38

The Town received a Loss Control Credit of $1,510 for 2025, which will be applied as a discount for 2026.

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 26-03 CIRSA Ins Premiums 2026

RESOLUTION NO. 26-03

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING PAYMENT OF THE COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY'S INSURANCE PREMIUMS FOR 2026 PROPERTY AND CASUALTY COVERAGE

WHEREAS, the Colorado Intergovernmental Risk Sharing Agency ("CIRSA") is a municipal self-insurance pool that provides coverage for municipal entities within the state; and

WHEREAS, the Town of Firestone is a CIRSA member and thus responsible for payment of the coverages provided by CIRSA for the Town; and

WHEREAS, the Board of Trustees desires to approve the 2026 premiums for the coverages listed herein.

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

The Board of Trustees authorizes payment to CIRSA for the 2026 premiums for the following coverages: Property Damage from Mobile Equipment, Public Officials Errors & Omissions Liability, Law Enforcement Liability, General Liability, Auto Physical Damage, Auto Liability, All Risk Property, Water Line Ruptures / Sewer Back-up, Excess Crime, Excess Cyber, Equipment Breakdown

INTRODUCED, READ AND ADOPTED this __ day of ____________, 2026.

TOWN OF FIRESTONE, COLORADO

____
Don Conyac Jr, Mayor

ATTEST:

____
Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

____
Marshall Keith Martin, Town Attorney

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 5.f **Consent Agenda** **Meeting Date:** January 21, 2026 **Initiated By:** David Angelo **Department:** Police

AGENDA ITEM

Resolution 26-04: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING THE 2025-2026 AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM.

RECOMMENDATION

Staff recommends approval of Resolution 26-04, renewing the School Resource Officer program for the 2025-2026 school year.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the or 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

Resolution 26-04 renews and updates an Intergovernmental Agreement between the Town of Firestone and St. Vrain Valley School District (SVVSD) to provide one full time School Resource Officer for the 2025-2026 school year.

FINANCIAL CONSIDERATIONS

The Amendment to the Intergovernmental Agreement updates the salary costs of the assigned School Resource Officer for the 2025-2026 school year. SVVSD agrees to reimburse $41,940.60 to the Town, which amount is equal to one-half of SRO's annual salary prorated for a nine (9) month school period as identified in Exhibit A.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved Resolution 24-89 on September 25, 2024, renewing the School Resource Officer program for the 2024-2025 school year.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Resolution 26-04 St Vrain Valley School District SRO IGA Amendment
2. St. Vrain Valley School District SRO 2025-2026 Intergovernmental Agreement

RESOLUTION NO. 26-04

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING THE 2025-2026 AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM

WHEREAS, since 2021 the Town of Firestone and St. Vrain Valley School District have successfully operated a Joint School Resource Officer Program ("Program"); and

WHEREAS, the parties desire to continue the Program for 2025-2026 by amending the Intergovernmental Agreement to set forth the assigned school and compensation as described in EXHIBIT A Adopted Budget; and

WHEREAS, the Board of Trustees finds that the Program is of benefit to the community and enhances the relationship of the parties.

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

The 2025-2026 Amendment to the Intergovernmental Agreement between the Town of Firestone and St. Vrain Valley School District RE-1J for a Joint School Resource Officer Program is approved in substantially the same form as the copy attached hereto and made a part of this resolution. The Mayor is authorized to execute the Agreement on behalf of the Town.

PASSED AND ADOPTED this __ day of ________ , 2026.

TOWN OF FIRESTONE, COLORADO

____
Don Conyac Jr. Mayor

ATTEST:

____

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

______________________________ Marshall Keith
Martin, Town Attorney

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM

THIS AGREEMENT (this "Agreement") is made by and between **TOWN OF FIRESTONE** (the "Governmental Unit") through its law enforcement agency, as applicable, and the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J** (the "School District"). District and Government Unit may be referred to in the singular sense as a "Party" or in the collective sense as the "Parties."

WHEREAS, the Governmental Unit, the School District, and the community are significantly impacted by the demands placed upon them to address incidents and situations directly or indirectly related to juveniles and the schools; and

WHEREAS, the problems of delinquency, alcohol and substance abuse, gang involvement, and other youth related problems which negatively affect the community and the schools can best be addressed in a proactive and preventative manner; and

WHEREAS, the Governmental Unit and the School District have jointly developed a program to provide a school-based approach to the development of a positive relationship between students and the police and the prevention of delinquency, alcohol and substance abuse, and gang involvement by our community's young people (the " SRO Program"); and

WHEREAS, such programs are recognized as being effective in the development of a positive relationship between the police, faculty, and young people and in the prevention of delinquency; and

WHEREAS, the Parties previously entered into an Intergovernmental Agreement concerning the SRO program for the 2021-2022 school year ("Original Agreement"); and

WHEREAS, The Parties desire to enter into this Agreement to amend, modify, change and alter certain provisions of the Original Agreement as more fully set forth below; and

WHEREAS, the Parties intend for this Agreement, as an amendment and restatement of the Original Agreement, to supersede or replace in its entirety the terms and provisions of the Original Agreement; and

WHEREAS, the Parties further intend that in the event any provision of this Agreement conflicts with any provision of the Original Agreement, the provisions of this Agreement shall govern and control such conflicting provisions.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE covenants and agreements below appearing, the parties agree as follows:

I.

SCOPE OF SERVICES

To facilitate the SRO Program, the Governmental Unit shall assign one (1) or more school resource officers ("SRO" in the singular or "SROs" in the plural) to service the School District's school sites identified in **Exhibit A**. The school assignment can be set by mutual agreement of the SRO and the school principal, assuring a presence of the SRO between each of the schools. SROs shall be assigned to work with the administration, faculty, and students at the assigned school on the schedule as provided for in this Agreement.

The SROs may perform functions including, but not limited to the following:

1. Subject to the SRO's discretion and law enforcement authority, the SRO shall take appropriate law enforcement action as requested by school administrators. The SRO may also take such other appropriate law enforcement actions as may be required by law or Firestone Police Department policy and must then notify the school administrator as soon as practicable of any violations or actions which impact school discipline, order or safety, or such other violations and actions as the School District reasonably requests be reported. This may include interviewing suspects and victims of criminal violations, issuing summonses, and addressing traffic concerns. Should it become necessary to conduct formal law enforcement interviews with the students, the SRO shall adhere to School District policy, regulations and guidelines, Firestone Police Department policy, and legal requirements with regard to such interviews. It shall be understood and agreed that the SRO, as a law enforcement officer, can only detain or take into physical custody those students for whom there is reasonable suspicion or probable cause that such students have committed a criminal offense. The SRO shall not be assigned to lunchroom duties, hall monitoring or other campus monitoring duties, unless there is a specific problem, in which case, the SRO may assist the school with those duties until the problem is remedied.

2. The SRO shall assist other SROs, if applicable, or law enforcement agencies in conducting investigations when requested or required.

3. Provide instructional resources for classroom presentations as time permits or provide available educational resources in the following areas: the role of policing in the community, search and seizure, traffic laws, crime prevention, victims' rights, community involvement, and youth programs. Any additional areas of instruction or SRO participation in school activities must be mutually agreed upon by the Governmental Unit, the SRO Supervisor, and the principal or his/her designee of the affected school.

4. Wear Governmental Unit-approved uniforms and drive a marked patrol unit. In the event the SRO is authorized to wear civilian clothes for a specific event, the SRO shall comply with the Governmental Unit's dress code.

5. Be familiar with and abide by all relevant School District policies, regulations and guidelines related to safety, student conduct and discipline, including the District's Code of

Conduct except to the extent such policies, regulations, code and guidelines conflict with the SRO's responsibilities as a law enforcement officer.

6. Coordinate enforcement efforts with campus supervisory personnel, including but not limited to campus supervisors, campus security officers, hall monitors, parking attendants and private security firm personnel.

7. Attend selected functions—parent, faculty, student, administration or other meetings—during normal classroom hours to provide information regarding the SRO Program and provide opportunities for involvement and support.

8. May attend, if possible, selected school functions and social events, such as dances and sporting events, etc., as regular duty hours, if recommended by school administrators. This will not replace security and off-duty work already in place.

9. Perform other duties which will promote the goals of the SRO Program and which are mutually agreed upon by the School District and the Governmental Unit.

II.

PROGRAM ADMINISTRATION

A. **<u>ASSIGNMENT</u>**.

1. The Chief of Police of the Governmental Unit shall appoint officers as SROs at his/her sole discretion, in consultation with the School District's Superintendent or designee.
2. SROs will not be assigned to Charter Schools in the School District under this Agreement.
3. The Governmental Unit may, from time to time, reassign its employees and designate one or more replacement SROs at any time.
4. If, during the term of this Agreement, any additional schools are annexed into the Governmental Unit, come into existence, or are closed, then the existing SROs may be reassigned, and/or a new SRO may be appointed and assigned as determined by the SRO Supervisor in consultation with the School District. As specified in Section II.C., the Parties intend to exercise good faith in reaching agreements regarding the re-assignments of SROs and modifications of the funding terms of this Agreement as a result of the happening of one of the conditions specified herein.
5. School District reserves the right to request the removal or re-assignment of any SRO for any reasonable cause and upon written notice to the Governmental Unit as specified in Section IV.A.

B. **SRO EMPLOYMENT STATUS.** At all times during the Term of this Agreement, the SROs and SRO Supervisor shall be employees of the Governmental Unit. The SROs will be full-time peace officers, as defined by C.R.S. §16-2.5-101, under the direct supervision of the Governmental Unit's law enforcement agency and shall remain responsive to the chain of command of the Governmental Unit's law enforcement agency. SROs shall not represent that they are employees or agents of the School District in any capacity. The SROs shall remain solely employees of the Governmental Unit.

C. **SALARY AND BENEFITS.** The Governmental Unit will be responsible for providing SROs with payment of wages, health care benefits, and workers' compensation insurance (including occupational disease). The Governmental Unit will comply with all withholding taxes, social security, unemployment, workers' compensation, and/or other federal, state and local employment taxes and other requirements of federal, state or local laws, regulations, rules, and ordinances.

D. **FINANCING THE SRO PROGRAM.** In consideration of the Governmental Unit providing SROs for the SRO Program, the School District shall fund fifty percent (50%) of the employment costs for each SRO assigned to the SRO Program. A "working day" includes all days school is in session, school vacations, school holidays, and some employee training and leave days. The School District shall pay to the Governmental Unit on a triannual basis the amount that is equal to fifty percent (50%) of the previous three (3) months' employment costs incurred by the Governmental Unit for each SRO assigned to the SRO Program, as more particularly described and identified in **Exhibit A**. Payments shall be made by November 1, March 1, and June 1 during the term of this Agreement. The Governmental Unit shall provide the School District written notice as to the triannual amount due thirty (30) days before the payment deadline. By no later than February 1 of each year this Agreement is in effect, the Governmental Unit shall make reasonable efforts to estimate its costs associated with the SRO Program for which the School District will have to pay its proportionate share and will notify School District of such amount for the School District's budgetary considerations.

1. **Reimbursement for Absences or Vacancies**. As provided in Section II.E.6 and Section IV.D., in the event of an absence or vacancy of the SRO or SRO Supervisor in excess of five (5) consecutive days or an accrual of hours exceeding the equivalent of five (5) working days, the School District shall be credited the pro-rated amount of the employment costs for each working day and for each SRO and/or SRO Supervisor who was absent or when the position was vacant.

2. **Modification of Funding**. In the event circumstances and requirements of either Party changes, the School District and the Governmental Unit shall use their best efforts to work in good faith to reach an agreement about future assignments, funding and the number of SROs assigned to the SRO Program. Pursuant to Section II.I, any adjustments shall be taken into consideration in determining the Parties' fiscal obligations. The School District's proportionate share of funding shall remain as indicated in Subsection D. of this Section.

3. **Supplies provided by the Governmental Unit**. The Governmental Unit shall provide the SROs with all supplies and equipment as are normally issued by the Town to law enforcement officers to be used by the SROs in performance of the duties required under this Agreement

4. **Facilities and Equipment**. The School District shall provide to each full-time SRO the following equipment and facilities, which are deemed necessary to the performance of the SRO's duties under this Agreement.

    i. The School District's Superintendent or his/her designee in consultation with the principal at each assigned school shall designate an office space at each assigned school for exclusive use by the SRO. The designated office space shall be available to the assigned SROs at all times when the school is open for educational or extracurricular activities. In addition, the School District shall make reasonable effort to accommodate the SROs' needs to use such designated space at other hours when the school building may not otherwise be open in furtherance of the duties required of the SRO under this Agreement. Except in emergency circumstances, the School District shall provide SRO at least seventy-two (72) hour notification if the portion of the building allocated herein to SRO becomes temporarily unavailable.

    ii. For purposes of this Agreement, SRO is deemed a "school official" with whom the School District may share any records that are deemed necessary by the School District for use by the SRO in connection with the SRO Program. Confidentiality of the records shall be maintained by the SRO pursuant to state law (namely, Parts 2 and 3, Article 72 of Title 24, Colorado Revised Statutes, the Family Educational Rights and Privacy Act of 1974 and its regulations, the Colorado Student Transparency and Security Act, in particular § 22-16-108 through 110, C.R.S., the Children's Online Privacy Protection Rule), the Federal Education Rights and Privacy Act, and any applicable School District and Governmental Unit policies.

    iii. The School District shall provide for the use of each SRO a desk and any necessary office furniture, a computer and access to a printer. These items shall be paid for and maintained by the School District.

5. **Maintenance of Facilities and Equipment**. All Governmental Unit or School District equipment and facilities, including vehicles, utilized by the SROs or SRO Supervisors in connection with the SRO Program shall be maintained by and at the expense of the respective owners of such equipment.

6. **Return of Equipment Upon Termination**. In the event this Agreement is terminated, any Governmental Unit or School District facilities or equipment utilized in connection with the SRO Program shall be returned to or retained by the respective

owners.

E. **REGULAR DUTY HOURS.**

1. The SROs shall be assigned to their primary schools on a full-time basis of eight (8) hours on those days and during those hours that the schools are in regular session in accordance with the calendar established by the Board of Education of the School District, as amended from time to time. The primary purpose of the SRO Program is to provide services during normal school hours. However, the School District may request that the SRO be assigned additional hours and/or days beyond the normal working hours. The principal(s) of the assigned school(s) and the SRO Supervisor may agree to adjust the working hours of the SRO; provided, however, that overtime hours are not worked. The Superintendent or his/her designee, in cooperation with the SRO Supervisor, may request assignments of SROs beyond the assigned contracted hours. If the Superintendent requests additional coverage from the SROs, subject to the availability of the SRO, then the Governmental Unit may seek compensation or reimbursement for the additional cost associated with that coverage, if any.

2. The SRO may be temporarily assigned other duties by the Governmental Unit during school holidays and vacations or during the period of a law enforcement emergency or law enforcement-related training as determined by the Governmental Unit. The Governmental Unit will make all reasonable efforts to ensure that trainings are scheduled on days when schools are not in session and that as few SROs as possible attend the same training. The SRO and SRO Supervisor shall inform the relevant school administrator at least three (3) days in advance when the SRO will not be located at the SRO's assigned school. The Parties agree that no compensation or refund of any funds provided in Article II.D will be owed to the School District during such temporary absence or temporary assignment of the SRO except as provided for in Section IV. D. The Governmental Unit will in good faith make all reasonable efforts to ensure that each school identified in Section I of this Agreement is provided adequate coverage during any trainings that must be attended by the SRO typically assigned to said school.

3. The SRO shall attempt to schedule vacations and floating holidays during periods when school is not in session. Any exception may be granted if approved by the SRO Supervisor after consultation with the principal of any affected school(s). Notwithstanding any provision to the contrary, the Parties agree that no compensation or refund of any funds provided in Section II.D will be owed to the School District during such approved vacations and floating holidays of five (5) consecutive days or less. The SRO Supervisor will rotate or temporarily reassign an existing remaining SRO associated with the SRO Program or provide a substitute SRO to cover the shortage at any assigned school affected by the SROs absence so that the assigned schools are not completely left without coverage. When a substitute SRO is required,

the Governmental Unit will assign the SRO who has previous experience as the SRO to the extent possible or an officer who is otherwise compatible for school environments. Whenever possible, the Governmental Unit will utilize the same officers for substitute/replacement purposes so that there are not different officers every day.

4. Subject to Section E.1, the SRO shall work during the hours school is in session and coordinate his/her schedule with the school principal or his/her designee of the SRO's assigned school. When schools are closed due to in-service training, the SRO, if invited by the school administrators, may attend the in-service training or use those hours for SRO administrative duties.

5. The School District's payment obligation specified in Section II.D shall be adjusted for an absence of any SRO or the SRO Supervisor for more than five (5) working days either consecutively or as an accrual of hours exceeding the equivalent of five (5) working days. In the event of any absence, the Town will make all reasonable efforts to ensure that each School District school listed in Section 1 is provided adequate coverage by an SRO and the SRO Supervisor. Multiple absences by an SRO or the SRO Supervisor will be promptly addressed to ensure that the Governmental Unit meets all obligations set forth in this Agreement. For purposes of this Agreement, the term "absence" means the resignation, dismissal, promotion, retirement, rotation, transfer, injury, illness, disability, or other unanticipated and unplanned cause which results in an SRO or the SRO Supervisor being unable to provide services under the SRO Program.

6. Nothing herein shall preclude, limit or impair the Governmental Unit's duties to provide an adequate level of service and protection within its own jurisdiction, or any other existing aid agreements the Governmental Unit may have with any other party or entities as of the date of this Agreement. The Governmental Unit shall be excused from its obligation to provide or assign SRO services associated with the SRO Program at any assigned school affected by an SROs absence should the Governmental Unit have personnel staffing shortages, police personnel or resources already committed to an emergency incident, either within or without its jurisdiction or where required to respond adequately to an emergency incident, either within or without its jurisdiction. In the event that such staffing shortages result in absences by the SRO or SRO Supervisor for more than five (5) consecutive days or an accrual of hours exceeding the equivalent of five (5) working days, the parties agree that the School District's payment obligation set forth in Section II.D shall be offset by the prorated amount of time the SRO or SRO Supervisor was unable to fulfill the services at the schools as assigned.

7. The Parties shall meet during the term of this Agreement to determine the number of SROs that will be assigned to provide services in accordance with this Agreement during the summer school period, if necessary. Notwithstanding any provision to the

contrary, if fewer SROs are provided by the Governmental Unit during the summer months than what is called for in Section I of this Agreement, then the Governmental Unit shall not be required to refund any funds paid by the School District.

F. **SUPERVISION.** The Governmental Unit shall assign the duties of supervision of the SROs to the SRO Supervisor, who shall oversee the SROs and shall perform scheduled and non-scheduled visits to the schools. The SROs assigned pursuant to this Agreement will report to the SRO Supervisor. When practicable, during scheduled visits, the SRO Supervisor shall meet with the assigned SRO and school administrators and any staff designated by the principal. When practicable, the SRO Supervisor, the SRO and the School District's Superintendent or his/her designee shall meet weekly at a time and location to be determined by the Parties to discuss problems, issues, and concerns about the SRO Program.

G. **DISCIPLINARY ACTION**. The Governmental Unit, at its sole discretion, will be responsible for taking any necessary or appropriate disciplinary action against any SRO or SRO Supervisor. In exercising these responsibilities, the Town shall consult with the School District. The School District will provide input and feedback to the SRO and the SRO's Supervisor and shall participate in reviews, evaluations and planning for particular SRO positions. The District shall regularly advise the Governmental Unit of the SRO's work performance and shall immediately report to the Governmental Unit any instances of alleged misconduct or discrimination. The School District shall make its employees available as witnesses in any Town-conducted disciplinary or termination proceeding or workplace investigation

H. **EXTRA DUTY.** SROs shall not be eligible for, nor may they accept or participate in, extra-duty employment of a police nature with the School District—including school-related events such as sporting events, prom, or graduation—if there is a reasonably foreseeable risk that they may be required to take law enforcement action, unless and until such extra-duty employment is first approved by the SRO Supervisor. The School District shall pay for extra duty employment as set forth on **Exhibit A**.

I. **EVALUATION.** Effectiveness of the SRO Program shall be evaluated annually by the Parties to determine if any modifications to the SRO Program are necessary or advisable. The evaluation shall include, where appropriate, compliance with the terms and conditions of this Agreement, identification of issues or problems and recommendations for improvement, and assessment of quality of services provided. This evaluation is critical to continue a successful program and the Parties agree to invest sufficient time and effort in the evaluation process. The Parties shall also evaluate the financial obligations of each Party and make adjustments as necessary to continue the SRO Program.

J. **LIABILITY COVERAGE.** Notwithstanding anything in this Agreement to the contrary, neither this Agreement nor any performance under this Agreement is intended to be, and shall not be construed as, a "temporary assignment" of the Governmental Unit's law enforcement personnel and equipment to the School District. Accordingly, the provisions of C.R.S. § 29-5-105 through C.R.S. § 29-5-110 do not apply to this Agreement. Each Party shall retain responsibility for the conduct of its own personnel and, in the event a claim or legal action should be brought against a Party's personnel arising from such person's conduct or performance under this Agreement, the assigning Party, at its sole cost, shall be responsible to defend the personnel within the terms and limitations, immunities, protections provided under the Liability of Peace Officers, C.R.S. § 29-5-111 and the Colorado Governmental Immunity Act, ("CGIA") C.R.S. § 24-10-101, *et seq*., as same may be amended from time to time.

K. **TERMINATION.**

1. **Termination for Convenience**. Either the Governmental Unit or School District may terminate this Agreement without cause upon thirty (30) days written notice. Once notice is given, the Agreement shall assume a definite term, which is thirty (30) days after the date the written notice is given.

2. **Termination for Non-appropriation**. If either Party fails at any time to appropriate the funds necessary to comply with the requirements under Article II of this Agreement, or if the School District fails to timely pay the funds required under Article II to the Governmental Unit, the Governmental Unit may terminate this Agreement upon giving the School District thirty (30) days written notice. Once notice is given, the Agreement shall assume a definite term, which is thirty (30) days after the date the written notice is given.

3. **Effect of Termination**. Except as provided herein, upon termination, the Parties shall have no further obligations under this Agreement. Within thirty days of the effective date of termination of this Agreement, the Governmental Unit shall refund or return any portion of the pre-paid funds to the School District for the services of a SRO under this Agreement that have not been performed as of the termination date . Within thirty days of the effective date of termination of this Agreement, the District shall pay for all services of a SRO provided by the Governmental Unit under this Agreement prior to the termination date.

L. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. Amendment of this Agreement may be made only in writing and signed by the parties hereto.

M. **RELATIONSHIP OF THE PARTIES.** It is mutually agreed and understood that nothing contained in this Agreement is intended or shall be construed as in any way establishing the relationship of co-partners or a joint venture between the Governmental Unit and the School District or as construing the School District, including its officers, agents, volunteers and employees, as an agent of the Governmental Unit or of construing the Governmental Unit, including its officers, agents, volunteers and employees as an agent of the School District. The School District shall not represent that the SROs are employees or agents of the School District in any capacity.

N. **NO THIRDPARTY BENEFICIARIES.** None of the terms or conditions in this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Governmental Unit or the School District receiving services or benefits under this Agreement is only an incidental beneficiary. Nothing in this Agreement shall be deemed as a waiver of immunity or liability granted to the Governmental Unit and the School District under the Colorado Governmental Immunity Act Section 24-10-101, *et seq,* C.R.S..

III.

TERM OF AGREEMENT

The term of this Agreement shall be July 1, 2025 and shall continue in effect through and including June 30, 2026, unless earlier terminated as provided in Section II.J of this Agreement. This Agreement may only be renewed each year for one additional year upon the mutual written agreement of the Parties.

IV.

DISMISSAL, REASSIGNMENT, RETIREMENT OR RESIGNATION OF SROS; REPLACEMENT

A. **REMOVAL OF SRO**. In the event the school administrator to which the SRO is assigned believes that the SRO is not effectively performing his/her duties and responsibilities, the administrator shall first speak with the SRO to clearly outline the responsibilities and expectations. Should the school administrator continue to be dissatisfied with the performance of the SRO, the school administrator may recommend in writing to the School District's Superintendent or designee, that the SRO be removed from the SRO Program. The Superintendent or designee shall review the reasons provided by the school administrator for the recommendation of removal of the SRO, and then he/she shall advise the SRO Supervisor or designee within ten (10) business days. The SRO Supervisor or designee may elect to meet with the Superintendent or designee and the SRO to mediate or resolve any issues that may exist. At such meeting, specified school staff members may be requested to be present. If the issues cannot be resolved within a reasonable period of time after the mediation, or if mediation is not sought by the Governmental Unit's Chief of Police or designee, then the SRO shall be dismissed from the SRO Program. Any vacancy in the SRO Program created by such dismissal shall be filled in the manner described in Subsection D of this Section.

B. **REASSIGNMENT**. The Governmental Unit's Chief of Police or designee may dismiss or reassign the SRO or SRO Supervisor from the SRO Program at any time based upon Governmental Unit rules, regulations, policies or directives, or when it is in the best interests of the Governmental Unit as determined by the Chief of Police. Any vacancy in the SRO Program created by such dismissal or reassignment shall be filled in the manner described in Subsection D of this Section.

C. **SRO TRANSFERS, PROMOTIONS**. The SRO or SRO Supervisor may be transferred or promoted from his/her SRO position during the school year at the discretion of the Governmental Unit's Chief of Police or designee with adjustment to the Parties' financial obligations set forth in Section II.D. Transfer request decisions shall be made at the discretion of the Governmental Unit's Chief of Police or designee. Any vacancy created by such transfer or promotion shall be filled in the manner described in Subsection D of this Section.

D. **EFFECT OF SRO VACANCY**. In the event of resignation, dismissal, promotion, retirement, rotation or transfer of the SRO, or in the case of long-term absences due to injury, illness, disability or other cause of more than five (5) calendar days, the Governmental Unit shall provide a replacement for the SRO as soon as reasonably practicable but no longer than thirty (30) calendar days of receiving notice of such absence, dismissal, resignation, promotion, retirement, rotation or transfer. When a replacement SRO is required, the Governmental Unit will assign SROs who have previous experience as an SRO to the extent possible or an officer who is otherwise compatible for school environments. If such replacement cannot be provided within the thirty (30) day timeframe due to personnel and staffing constraints of the Governmental Unit, the Governmental Unit's Chief of Police or designee may temporarily reallocate the school assignments of any existing SRO to ensure that, the middle school is assigned an SRO and the SRO Program is assigned an SRO Supervisor. Any reallocation of assignments shall be done in consultation with the School District. Should the vacancy or temporary assignment continue for longer than five (5) calendar days, the Parties' financial obligations pursuant to Section II.D shall be adjusted for all days there is a vacancy in the SRO position and the Parties agree to use best efforts to negotiate in good faith an adjustment of the School District's financial contribution for future quarters if the vacancy is expected to continue.

V.

MISCELLANEOUS

A. **PRESERVATION OF IMMUNITY**. Nothing in this Agreement shall be construed: (i) as a waiver by either party of immunity provided by common law or by statute, specifically including the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as it may be amended from time to time; (ii) as creating an assumption of any duty or obligation with respect to any third party where no such duty previously existed; or (iii) as creating any rights enforceable by such third parties.

B. **INFORMATION SHARING**. The appropriate Governmental Unit law enforcement agency, the School District, Boulder County District Attorney's Office, Boulder County Juvenile Probation, Boulder County Department of Social Services, Boulder County District Attorney's Office, and other governmental agencies have entered into a juvenile information exchange agreement and agree to abide by and share information that is in accordance with Colorado State law, C.R.S. § 19-3-303, that mandates the sharing of information between these separate agencies when dealing with delinquency, dependency, and neglect cases.

C. **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 Boulder County, Colorado.

D. **NO WAIVER.** Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Governmental Unit or the School District shall not constitute a waiver of any of the other terms or obligation of this Agreement.

E. **NOTICE.** Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first-class U.S. Mail to the party at the address set forth below:

To School District:	To Governmental Unit:
Superintendent	Chief of Police
395 South Pratt Parkway	9950 Park Avenue
Longmont, CO 80501	Firestone, CO 80504

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. **ASSIGNMENT.** Neither this Agreement nor any of the rights or obligations of the parties shall be assigned by either party without the written consent of the other.

H. **NON-APPROPRIATION/TABOR.** The parties understand and acknowledge that the Governmental Unit and the School District are subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, any payment obligation of the School District is expressly dependent and conditioned upon the continuing availability of funds beyond the term of the current fiscal period ending upon the next succeeding June 30. Financial obligations payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the School District, as applicable, and other applicable law. Notwithstanding any other provision of this Agreement concerning termination, upon the School District's failure to appropriate such funds, this Agreement shall automatically terminate.

I. **BINDING ARBITRATION PROHIBITED.** Neither party agrees to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.

J. **AUTHORITY OF PARTIES/SIGNATORIES.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

[Remainder of page intentionally left blank; signatures appear on following page.]

EXECUTED THIS _______ DAY OF________, 2026

TOWN OF FIRESTONE

____

Don Conyac Jr., Mayor
Town of Firestone

ST. VRAIN VALLEY SCHOOL DISTRICT

Jackie Kapushion

Dr. Jackie Kapushion,
Superintendent
St. Vrain Valley School District RE-1J

ATTEST:

____

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

EXHIBIT A

School Resource Officer Compensation

A. School Year

This document is an exhibit to the **INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM** and applies to the fiscal year July 1, 2025 through June 30, 2026.

B. School Sites

School District school sites involved in the School Resource Officer Program shall be determined prior to the start of each school calendar (August-May) and should include School Resource Officer ("SRO") staffing expectations. School sites chosen for the 2025-26 school year are:

Prairie Ridge Elementary Centennial Elementary Coal Ridge Middle school	1 SRO

SRO support upon request at Middle/Elementary schools

C. Compensation by School Year

1. 2025-26 School Year. For the 2025-26 school year, School District shall pay to the Governmental Unit at a minimum the estimated costs listed below as its portion of the 2025 salaries of the SROs for the schools identified in paragraph B above:

1 SRO at 50% of every 3 months 2025 salary = $13,980.00

Annual Salary 2025 = $111,841.60

Total Payment for 2025-26 school year = $41,940.60

2. Extra Duty Pay. For extra duty employment of an SRO the School District will remit to the Governmental Unit a sum equal to **$ 80.66 per hour** of the extra-duty employment. Said payment will cover the applicable rate of compensation to the officer plus the

Governmental Unit's additional costs, including but not limited to overtime compensation, payroll taxes, and other benefits and costs.

CERTIFICATION OF AVAILABLE FUNDS

Executed this _____ day of ___________________, 20___

I hereby certify that the School District has budgeted sufficient funds to pay its respective costs for the School Resource Officer Program for the school year identified in paragraph C above.

SCHOOL DISTRICT

Jackie Kapushion
____

Dr. Jackie Kapushion, Superintendent

St. Vrain Valley School District RE-1J

****

I hereby certify that the Governmental Unit of the Town of Firestone did budget sufficient funds to pay its respective costs for the School Resource Officer Program for the school year identified in paragraph C above. I further represent that the appropriate Governmental Unite police or sheriff's office, as applicable, obtained sufficient funding in its 2025-2026 budget to pay its respective costs for the School Resource Officer Program.

____________ OF ______________

____

Don Conyac, Town Mayor
Town of Firestone

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 5.g **Consent Agenda** **Meeting Date:** January 21, 2026 **Initiated By:** Jessica Clanton **Department:** Finance

AGENDA ITEM

Ordinance 1073: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING TITLE 5 OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO BUSINESS LICENSES, GENERALLY, AND BUSINESS LICENSES FOR AUCTIONS AND AUCTIONEERS, GAMES, PAWNSHOPS, REFUSE HAULERS, ANIMAL INDUSTRIES, AND SEXUALLY ORIENTED BUSINESSES

RECOMMENDATION

Staff recommends approval of Ordinance 1073

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

After reviewing Title 5 of the Town of Firestone Municipal Code with the Town Attorney, Town staff determined that the Code is outdated and no longer reflects current practices. The proposed updates are intended to:

- Align Chapter 5.04 with current practices for issuing and administering business licenses, including allowing licenses issued after October 1 to remain valid through December 31 of the following year, and updating references from “Finance Director” to “Finance Department.”
- Repeal Chapters 5.16, 5.28, 5.32, 5.36.090, 5.44, and 5.46.070(A), as the Town has not issued business licenses for these types of businesses since these regulations were adopted.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Ord 2026-1073 Title 5 (Business License) Updates - O011226 (002)

ORDINANCE NO. 1073

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING TITLE 5 OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO BUSINESS LICENSES, GENERALLY, AND BUSINESS LICENSES FOR AUCTIONS AND AUCTIONEERS, GAMES, PAWNSHOPS, REFUSE HAULERS, ANIMAL INDUSTRIES, AND SEXUALLY ORIENTED BUSINESSES

WHEREAS, the Town of Firestone ("Town") staff has determined that all or part of the current regulations provided in Chapters 5.04, 5.16, 5.28, 5.32, 5.36, 5.44, and 5.46 of the Firestone Municipal Code ("Code") are outdated, inconsistent with best practices, and/or not fully aligned with the Town's present administrative procedures, and therefore require revision to improve administration; and

WHEREAS, in practice, the Town has not issued business licenses for some of these types of businesses since these regulations were adopted; and

WHEREAS, the Town Board of Trustees ("Board") find and determines that some of these provisions are obsolete; and

WHEREAS, the Town Board seeks to amend Title 5 of the Code to achieve these improvements and believes the amendments will enhance both the clarity and administration of the business license regulations and their underlying objectives; and

WHEREAS, the Town Board finds and declares that this ordinance promotes the public health, safety, and welfare of the community, including its citizens and residents.

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

Section 1. Chapter 5.04, "Business Licenses Generally" of Title 5 of the Firestone Municipal Code shall be repealed in its entirety and re-enacted to read in full as follows:

Chapter 5.04 Business Licenses Generally

Sec. 5.04.010 Purpose.

The purpose of this chapter is to require the licensing of all businesses within the Town or any other location within the Town's jurisdiction and to provide the Town with necessary information concerning the businesses including but not limited to the nature of the business, the number of employees, place of business and emergency contacts, in order to protect the health, welfare, and safety of the Town's inhabitants.

Sec. 5.04.020 License subject to regulation.

Any person or business receiving a license pursuant to this chapter shall be subject to all ordinances and regulations which may be in force at the time of the issuance thereof or which may be subsequently made by the Board of Trustees.

Sec. 5.04.030 Definitions.

The following words, terms and phrases, when used in this chapter, shall have the following meanings:

"Business" means and includes all kinds of vocations, occupations, home occupations, professions, enterprises, and establishments, any of which are conducted on any premises or are otherwise carried on within the Town or anywhere else within its jurisdiction.

"Licensee" means the holder of a business license.

"Code" means the Firestone Municipal Code.

"Days" means business days.

"Finance Department" means the Finance Department or their designee.

"Premises" means and includes all land, structures, and places, and the equipment and appurtenances connected or used therewith in any business, and also any personal property which is either affixed to or otherwise used in connection with any such business conducted on the premises.

Sec. 5.04.040 Business license required.

It shall be unlawful for any person to conduct business in the Town without first having received a business license from the Town.

Sec. 5.04.050 Business license application.

A. An application for a business license shall be submitted to the Finance Department on forms provided by the Department. The application shall be accompanied by a non-refundable application fee established by resolution of the Board of Trustees. Any license issued after October 1 shall remain valid through December 31 of the next calendar year. Businesses with a state standard retail license who either do not have a physical presence or only an incidental presence in the Town as set forth in C.R.S. 39-26-802.9 are to be granted a license and are exempt from the annual fee.

B. A separate application shall be required for each individual business location unless the places of business are contiguous to each other, communicate directly with each other, and are operated as one unit

C. Each business license shall expire on December 31 of the year in which it is issued unless it is issued after October 1, in which case any such license shall remain valid through December 31 of the next calendar year. Any renewal application shall be filed prior to December 1 to ensure that the renewal is processed prior to expiration of the current business license

D. Every licensed business shall provide written notification to the Finance Department of any changes to the following: business name, ownership structure, location, tax identification number, or nature of the business. Notification shall occur within thirty days of any such change.

Sec. 5.04.060 Investigation and issuance.

A. Upon receipt of the application containing the information set forth in the preceding Section, payment of the annual license fee except, for those exempt under C.R.S. § 39-26-802.9 and compliance with all other provisions of this chapter, and approval by the Finance Department the applicant shall be issued a business license.

B. Upon receipt of the application, where any provision of the Code necessitates an inspection, investigation, license, permit, or regulatory review and approval the Finance Department shall refer the application to the appropriate Town personnel. The business license required by this chapter shall be in addition to any other license or permit required by the Code or federal or state law, and the issuance of a business license does not permit any conduct that is prohibited or that does not fully comply with the requirements of the Code. By way of example and not limitation, a business license does not permit:

1. The conduct of any business if the premises to be used for the business and the proposed conduct of such business do not fully comply with the requirements of the Code.

2. The conduct of any business or performance of any act that would constitute a violation of the Firestone Development Code, or any other provision of the Code.

3. The conduct of any business that violates any existing state or federal statutes or Town ordinance.

Sec. 5.04.070 License denial.

A. The Finance Department may deny an application upon a determination that:

1. The applicant has failed to supply all of the required information or the application contains false, or fraudulent statements;

2. The conduct of any activity connected to the business for which a license is requested would violate any provision of the Code or any federal, state, county or Town law, rule, regulation, or technical code;

3. The applicant unless exempt as set forth herein has failed to pay the required license fee;

4. Prior or ongoing violations in or about the premises that could endanger the public health, safety or welfare or any activity that would be grounds for suspension or revocation of a license.

B. If the Finance Department denies an application under this section, the Finance Department shall notify the applicant in writing stating the specific grounds for the denial. The applicant may thereafter appeal the denial of the application to the Town Manager. An appeal to the Town Manager must be made in writing within ten days of issuance of the denial and the Town Manager shall hold a hearing as set forth herein in Section 5.04.110.

Sec. 5.04.080 Business license contents.

Each license issued pursuant to this chapter shall show upon its face the Town of Firestone Logo, a street address where any business is to be carried on, the type of business, license number, issuance date, license expiration date and name and contact information of the licensee.

Sec. 5.04.090 Business license register.

The Finance Department shall keep a register containing the information from the license application, the date of the licenses' issuance or denial, the purpose and location for which the license is granted, the amount paid therefor and the time the expiration date of such license.

Sec. 5.04.100 Posting of business license.

A. A separate license must be obtained, and a separate license fee must be paid for each branch, establishment, or separate place of business in which a business operates.

B. Every license shall be posted conspicuously, in public view, at each such address during the period such license is valid. It shall be the duty of each and every person to whom the Town has issued a license to exhibit the same upon the request of any law enforcement officer, inspector, or other officer of the Town.

Sec. 5.04.110 Assignment or transfer.

No license may be assigned from one person to another or transferred from one place to another, except where permitted by state law or provisions of the Code relating to the particular license, and then only as approved by the Finance Department after written application therefor and the payment of a transfer fee in an amount as established by resolution the Board of Trustees.

Sec 5.04.120 License suspension or revocation.

A. In addition to any other provisions of the Code, the Finance Department may suspend, or revoke a license issued under this chapter if:

1. The licensee has failed to pay any required fees or is delinquent to the Town for payment of any taxes, fines, penalties assessed or imposed upon the licensee.

2. The licensee or their employee or agent conducts any activity connected with the business in violation of any provision of the Code or any federal, state or local law, rule, regulation or requirement including any applicable building, fire, health or safety code.

3. The licensee obtained the license by fraud or misrepresentation.

4. The licensee has refused to allow any authorized inspection of the premises.

5. Any fact or condition exists, which if had been known at the time of application or any renewal would have been grounds to deny or not renew such license.

6. The licensee or any officer, agent or employee of the licensee has committed a criminal offense under federal, state or local law pertaining to the operation of the business.

B. If the Finance Department finds any of the grounds in Subsection A above or any other ground for suspension or revocation in the Code exist, the Finance Department shall decide whether to revoke the license or suspend it for a set period of time and if applicable set forth conditions by which the license may be reinstated. A licensee may appeal the Finance Departments decision by filing a Notice of Appeal to the Town Manager within ten days of issuance of the Finance Department's decision.

C. If the Finance Department determines that probable cause exists for the suspension or revocation as a result of conduct which constitutes a deliberate and willful violation of any applicable law rule or regulation or there exists an undue and or immediate risk to the public health safety or welfare such suspension or revocation shall be effective immediately and remain in place until, if applicable the decision of the Town Manager concerning the licensee's appeal of the suspension or revocation. The Finance Department may include in any suspension orders or conditions with which the licensee shall comply to protect any work in progress and the public health and safety. Any breach of such conditions is an independent ground for suspension or revocation of the license.

D. No such suspension or revocation is final until the licensee has been given the opportunity for a hearing before the Town Manager to contest the suspension or revocation. Upon the timely receipt of a request for an appeal the Town Manager shall provide the licensee notice of such hearing in writing to the licensee setting forth the grounds of the suspension or revocation and the time, date, and place of hearing. Such notice shall be mailed, postage prepaid, to the licensee at the licensee's local address as set forth on the application, at least ten days prior to the date set for the hearing.

E. At the hearing the Town Manager shall receive and consider testimony and other evidence presented by the parties and make findings of fact as to whether based upon a preponderance of the evidence presented there exists ground to suspend, revoke or deny the license. If, after a hearing, the suspension, revocation or denial is upheld, the Town Manager may include reasonable orders or conditions with which the person whose license has been suspended or revoked shall comply to protect any work in progress and the public health, safety, and welfare.

F. No person whose license is revoked may receive a refund of any part of the license fee paid for the license.

G. No person who has had a license suspended or revoked under this chapter is entitled to obtain the same or any similar license during the appeal period of a suspension or revocation, either in the person's own name or as a principal in another business that applies for a license.

H. Nothing in this chapter shall be deemed to prohibit the Town Manager or other authority from imposing other penalties authorized by the Code, including filing a complaint in the Municipal Court for a violation of the Code

Sec. 5.04.130 Return of fees.

Upon denial of any application for a license, or in the event that any license is suspended or revoked, no refund shall be made to any applicant or Licensee.

Sec. 5.04.140 Exempt activities.

A. The provisions of this chapter shall not apply to: Any canvassing on behalf of a candidate for elective public office or for proponents of a measure to be placed on the ballot;

1. Activity consisting solely of delivery in the Town where no intent exists or is shown to exist to evade the provisions of this chapter;

2. The selling of newspapers on public streets or in public places in a manner otherwise in compliance with the Code; or

3. Established delivery routes, persons calling by appointment, yard sales, garage sales, events approved by the Town or temporary uses to the extent such contracting activities or temporary uses are licensed pursuant to Titles 15 and 16 of the Code.

B. The burden of proving an exemption to this chapter is upon the person claiming such exemption. Determinations regarding the application of an exemption shall be made in writing by the Finance Department. The business subject to such determination may appeal the determination to the Town Manager, whose decision shall be final. Any appeal to the Town Manager shall be made in writing within fifteen days of the Finance Department's determination.

Section 2. Chapter 5.16 of the Firestone Municipal Code shall be repealed in its entirety

Section 3. Chapter 5.28 of the Firestone Municipal Code shall be repealed in its entirety.

Section 4. Chapter 5.32 of the Firestone Municipal Code shall be repealed in its entirety.

Section 5. Section 5.36.010, "License required," of the Firestone Municipal Code shall be amended so that it now reads as follows:[1]

No person shall act as a refuse hauler without first applying for and obtaining a license from the town as required by this chapter, and paying the annual license fee and the bond required by this chapter.

---

[1] Deletions to the

Section 6. Section 5.36.030, "Application for license; bond," of the Firestone Municipal Code shall be repealed in its entirety and re-enacted to read in full as follows

Sec. 5.36.030 Application for license; bond.

A. Application for a refuse hauler's license shall be made annually on forms furnished by the town

B. The completed application shall be accompanied by payment of an annual license fee and a faithful performance bond in such amounts as established by resolution of the Board of Trustees. The bond shall be conditioned on the performance by the licensee and the licensee's officers, employees and agents of all activities associated with refuse hauling in compliance with the ordinances, resolutions, rules and regulations of the town and in compliance with other applicable laws. The bond shall be in a form approved by the Finance Department.

C. In lieu of a bond, the Finance Department may accept a cash deposit in the amount established by resolution of the Board of Trustees. The deposit shall guarantee the performance by the licensee and the licensee's officers, employees and agents of all activities associated with refuse hauling in compliance with the ordinances, resolutions and rules and regulations of the town and in compliance with other applicable laws and, in the event of any failure to so perform, the town clerk may draw against the deposit an amount sufficient to compensate the town or any other person injured by such failure.

D. No license fee shall be required to be paid by, and no bond or cash deposit shall be required for, any refuse hauler who provides refuse hauling services under contract to the town, if the contract for such services contains an indemnification provision running in favor of the town, and such provision protects and holds the town harmless from liability for bodily injury or property damage occasioned by the hauler.

Section 7. Section 5.36.090, "Regulations," of the Firestone Municipal Code shall be repealed in its entirety.

Section 8. Chapter 5.44 of the Firestone Municipal Code shall be repealed in its entirety.

Section 9. Section 5.46.070.A of the Firestone Municipal Code is hereby repealed in its entirety and the remaining subsections of Section 5.46.070 shall be renumbered accordingly.

Section 10. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision will not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts was declared unconstitutional or invalid.

Section 11. Violations of this ordinance shall be punishable in accordance with Section 1.16.010 of the Municipal Code of the Town of Firestone, Colorado.

Section 12. 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 BY TITLE this __ day of ____________, 2026.

TOWN OF FIRESTONE, COLORADO

____
Don Conyac Jr., Mayor

ATTEST:

____
Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

____
Marshall Keith Martin, Town Attorney

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 5.h **Consent Agenda** **Meeting Date:** January 21, 2026 **Initiated By:** Julie Pasillas **Department:** Water & Community Resources

AGENDA ITEM
Resolution 26-06: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE PURCHASE OF CAPITAL EQUIPMENT NECESSARY FOR THE TOWNS OPERATIONS

RECOMMENDATION
Staff recommends approval of Resolution 26-06, approving the purchase of capital equipment necessary for the Town's operations.

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 the purchase of essential capital equipment necessary for the Town's operations. The equipment includes various items, such as an equipment trailer, a vacuum trailer, an enclosed trailer, equipment replacement from gas to electric, a deck-over dump trailer, and a skid steer, all of which will be used to maintain the Town's infrastructure and public spaces effectively.

The equipment has been selected following the Town's purchasing policy, ensuring cost-effective and necessary acquisitions to support municipal functions. Approval of this purchase will enable the Town to continue providing high-quality services to its residents.

FINANCIAL CONSIDERATIONS
This resolution is for an amount not exceeding $349,500.00, including $69,500 from the General Fund, $183,000 from the Water Fund, $15,000 from the Stormwater Fund, and $82,000 from the Conservation Trust Fund.

HISTORY AND PREVIOUS BOARD ACTION
All equipment was present to the Board of Trustees during the 2026 Budget presentation in the fall of 2025.

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 26-06 Capital Equipment Purchase

RESOLUTION NO. 26-06

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE PURCHASE OF CAPITAL EQUIPMENT NECESSARY FOR THE TOWNS OPERATIONS

WHEREAS, pursuant to C.R.S. 31-15-302, the financial powers of the Town of Firestone ("Town") include the power to control the finances of the Town, appropriate money for municipal purposes and provide for payment of municipal expenses; and

WHEREAS, staff requests that the Board of Trustees authorize the expenditure of an amount not to exceed $349,500.00 in appropriated funds for the purchase of the items set forth below, which are capital equipment necessary for the Town's operations ("Equipment"):

Equipment Trailer (Stormwater Division) -- $15,000
Vac Trailer (Water Division) --- $170,000
Enclosed Trailer (Water Division) --- $13,000
Equipment Replacement-Gas to Electric (Parks, Irrigation & Forestry Division) - $50,500
Deck Over Dump Trailer (Forestry Division) ------------------------------------- $19,000
Skid Steer (Parks Divisions) --- $82,000; and

WHEREAS, in accordance with the Town's Purchasing Policy, any Equipment under $50,000 will be purchased in accordance with the Town's Informal Quotations procedures, and any Equipment over $50,000 will be purchased through the use of the Colorado State Purchasing and Contracts Office Competitive Bids; and

WHEREAS, the Board of Trustees finds that the purchase of the Equipment is in the best interest of the Town.

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

Section 1. The Board of Trustees hereby approves of the purchase of Equipment set forth in this Resolution.

Section 2. The Interim Town Manager, in consultation with the Town Attorney, is authorized to negotiate and execute on behalf of the Town a bill of sale, purchase order, purchase agreement and/or other documentation, only if necessary to complete the purchase of the Equipment.

PASSED AND ADOPTED this 21th day of January, 2026.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 6.a **Proclamation** **Meeting Date:** January 21, 2026 **Initiated By:** **Department:** Town Clerk

AGENDA ITEM
National Law Enforcement Appreciation Day

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 FIRESTONE COLORADO	**AIM No.:** 7.a **Discussion/Action** **Meeting Date:** January 21, 2026 **Initiated By:** Julie Pasillas **Department:** Water & Community Resources

AGENDA ITEM

Resolution 26-05: 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 LRE WATER

RECOMMENDATION

Staff recommends approval of Resolution 26-05, authorizing the execution of a Professional Services Agreement with LRE Water, Inc. for water resource engineering and authorizing staff to expend funds.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the [Ordinance or Resolution].
Approval with Conditions: The Board moves to approve the [Ordinance or Resolution], listing the Board's conditions.
Denial: The Board moves to deny the [Ordinance or Resolution].
No Action: The Board provides staff with specific instructions to modify the [Ordinance or Resolution] and return at a future date.

SUMMARY

This Agreement continues LRE Water, Inc.'s (LRE) representation of the Town in 2026 for water resource engineering services. LRE has served the Town as a Program Manager for water resources matters since 2017, reporting to Julie Pasillas, Director of Water and Community Resources.

The Agreement covers general representation and ten specific tasks, as outlined in Exhibit A. All tasks listed in Exhibit A will be completed by 2026.

FINANCIAL CONSIDERATIONS

This Agreement is for $608,000.00, including $120,000.00 for Program Management and $488,000.00 for 9 tasks that will be paid for by the Water Fund and are included in the 2026 budget.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved Agreements on June 14, 2017; December 18, 2017; December 12, 2018; December 11, 2019; December 9, 2020; December 8, 2021; January 11, 2023; December 13, 2023; and December 18, 2024 to retain LRE to serve the Town in a Water Resources Program Management role. From February 2017 through May 2017, LRE worked under an Agreement signed by the Town Manager.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Res 26-05 Professional Services Agreement-LRE
2. Professional Services Contract-LRE

RESOLUTION NO. 26-05

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 LRE WATER

WHEREAS, LRE Water, ("LRE"), provides water engineering consulting services for the Town of Firestone ("Town") which includes, developing strategies and tactics to manage and direct projects and initiatives related to; water rights and water supply, water delivery, reuse of water and the review and update as necessary strategies for the delivery of water to the Town from multiple sources, and advise and consult the Town regarding intergovernmental agreements; and

WHEREAS, LRE is also involved in the implementation of the Town's Water Action Plan and provides services to the Town's Water Counsel for pending water court matters; and

WHEREAS, LRE has performed such services for the Town since 2017 and given their skill, experience and expertise, it is in the best interest of the Town to continue its relationship with LRE.

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

The Agreement for Professional Services between the Town of Firestone and LRE Water, Inc., 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 sign the Agreement.

PASSED AND ADOPTED this 21st day of January, 2026.

TOWN OF FIRESTONE, COLORADO

____
Don Conyac Jr., Mayor

ATTEST:

____
Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

____
Marshall Keith Martin, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this 1st day of January, 2026 (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 **LRE Water**, an independent Contractor with a principal place of business at 1221 Auraria Parkway, Denver, Colorado 80204 ("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 **Water Engineering Consulting Services**

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

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall have an initial term of two years from the effective date. Upon expiration of the initial term, this agreement shall automatically renew for a period of two years.

B. Either Party may serve the other with notice of a desire to amend, supplement or renegotiate specific section(s) of this agreement, in whole or in part. Such notice shall be provided in writing by either Party to the other not more than one hundred and twenty (120) calendar days prior to the anniversary date of this Agreement.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed $608,000.00. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs, and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

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

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

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

V. OWNERSHIP

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

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

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

VI. INDEPENDENTCONTRACTOR

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

VII. INSURANCE

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

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

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

VIII. INDEMNIFICATION

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

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

IX. CHANGE ORDERS

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

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

X. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF FIRESTONE, COLORADO

____

Don Conyac Jr., Mayor

ATTEST:

____

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

____

Marshall Keith Martin, Town Attorney

LRE Water

By: ____________________________

Andrew Case

EXHIBIT A

SCOPE OF SERVICES

Task No.	Task	Task Description
	General Services & Program Management	Collaboration with Firestone staff and members of the consultant water team to develop strategies and tactics and to manage and direct projects and initiatives related to water rights, water supply, water delivery, and other water projects. Work with other parties and agencies as needed and directed. Create and evaluate water supply and management initiatives. Review and update as necessary strategies for delivery of C-BT, Windy Gap, NISP, & native water sources (Tier 1 and Tier 2) to Firestone. Develop strategies for reuse of supplies. Advise and consult on updates and amendments to intergovernmental agreements as needed.
1	Water Court Opposition Support	Participation as disclosed experts in pending Water Court applications where Firestone has filed a statement of opposition to prevent injury to the Town's water rights. Consists of settlement negotiation meetings with the applicant and preparation of engineering reports.
2	Water Rights Accounting and Administration	Daily operation and maintenance of Firestone's water accounting. Communication with Town engineers and consultants regarding water operations.
3	Water Quality Sampling and Analysis	Continued execution of the current Water Quality Sampling and Analysis Plan including summary data analysis and archive of lab results for compliance and reporting.
4	Case No. 23CW3009 (Firestone Reservoir No. 3) Support	Participation as disclosed experts in Case No. 23CW3009, where Firestone is the applicant. Settlement negotiations are ongoing and settlement should be reached in 2026. Budget includes settlement negotiation meetings and additional engineering analysis. Expert testimony at trial is not expected and is not included in this budget. All work for this job number should conclude in 2026.
5	Case No. 24CW3062 & Rural/LBD Water Right Support	Participation as disclosed experts in Case No. 24CW3062, where Firestone is the applicant. Settlement negotiations are ongoing. Budget includes participation in settlement negotiation meetings and additional engineering analysis.
6	Case No. 24CW3166	Participation as disclosed experts in Case No. 24CW3166, where Firestone is the applicant. Budget includes responses to technical comments and questions from opposers, as well as participation in settlement negotiation meetings. Including additional hydrogeological investigations of alluvial well locations may be required.

7	Godding Ditch Water Right Support	Participation as disclosed experts in a Water Court application to be filed by Firestone later in 2025. Budget includes negotiation and correspondence with the Highland South Side Ditch Company, preparation of a preliminary engineering report and substitute water supply plan, settlement negotiation meetings with Water Court opposition parties, and additional engineering analysis and revisions to the preliminary engineering. Includes preparation of a 26(a)(2) Disclosure Report filed in late 2026. No expert testimony will occur for this case in 2026.
8	Last Chance Ditch Water Right Support	Participation as disclosed experts in a Water Court application to be filed by Firestone later in 2025. Budget includes negotiation and correspondence with the Last Chance Ditch Company, preparation of a preliminary engineering report and substitute water supply plan, settlement negotiation meetings with Water Court opposition parties, and additional engineering analysis and revisions to the preliminary engineering. Includes preparation of a 26(a)(2) Disclosure Report filed in late 2026. No expert testimony will occur for this case in 2026.
9	New Coal Ridge Ditch Water Right Support	Participation as disclosed experts in a Water Court application to be filed by Firestone in 2026. Budget includes negotiation and correspondence with the New Coal Ridge Ditch Company, preparation of a preliminary engineering report and substitute water supply plan, settlement negotiations with Water Court opposition parties, and additional engineering analysis and revisions to the preliminary engineering.

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 7.b **Discussion/Action** **Meeting Date:** January 21, 2026 **Initiated By:** Julie Pasillas **Department:** Water & Community Resources

AGENDA ITEM

Resolution 26-07: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING THE BARRY P.W. COOPER AND SANDRA G. COOPER NATIVE WATER CREDIT PURCHASE AGREEMENT

RECOMMENDATION

Staff recommends approval of Resolution 26-07, a resolution approving the Native Water Credit Purchase Agreement between the Town of Firestone and Barry P.W. Cooper and Sandra G. Cooper.

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 agreement allows Barry P.W. Cooper and Sandra G. Cooper to purchase up to 1 Native Water Credits from the Town for $75,000.00 for the use on the property that is in the process of being subdivided at 317 Jackson Ave in Historic Firestone.

Town staff determined that there is availability in the Town's water portfolio to allow for this purchase. The Town's goal in implementing the Water Action Plan has been to acquire native water rights to build its water portfolio, which can be released to developers or applicants for the purchase of Native Water Credits. The proposed Native Water Credit Purchase Agreement accomplishes this goal.

FINANCIAL CONSIDERATIONS

Upon execution of the Agreement, Barry P.W. Cooper and Sandra G. Cooper will be obligated to pay the Town $75,000.00 for up to 1 Native Water Credits.

HISTORY AND PREVIOUS BOARD ACTION

There has been no previous Board action on this item. However, there has been a discussion with the Board regarding the continued development of the Town of Firestone's water portfolio for the uses described above.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Res 26-07 Native Water Credit Purchase Agreement-Cooper

2. Native_Water_Credit_Purchase_Agreement-Cooper

RESOLUTION NO. 26-07

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING THE BARRY P.W. COOPER AND SANDRA G. COOPER NATIVE WATER CREDIT PURCHASE AGREEMENT

WHEREAS, pursuant to Section 13.08.010 of the Firestone Municipal Code ("Code), a land developer must dedicate "water rights" and/or "shares" in payment of water connection charges and before recording a subdivision plat and/or receiving a building permit ("Water Rights Dedication"); and

WHEREAS, Barry P.W. Cooper and Sandra G. Cooper ("Buyer") is a land use applicant who has agreed to dedicate "water rights" and/or "shares" to Firestone pursuant to Firestone Municipal Code 1.08.050 and 13.08.010 per Ordinance 983 dated October 28, 2020 ("Firestone Municipal Code"), and must dedicate those "water rights" and/or "shares" prior to recording a subdivision plat; and

WHEREAS, Buyer is the owner and seeking to develop certain lands within the Town of Firestone, as more fully described and depicted on the attached Exhibit 1 ("Property") which is made a part of this resolution; and

WHEREAS, Buyer has need for additional "water rights" and/or "shares" to fulfill Buyer's water dedication requirements for the planned development on the Property; and

WHEREAS, the Town of Firestone owns certain water rights, which it has offered to Buyer in the form of Native Water Credits to assist Buyer in achieving Buyer's water dedication requirements pursuant to the Code; and

WHEREAS, Buyer is interested in purchasing the Native Water Credits from the Town of Firestone as set forth in the Native Water Credit Purchase Agreement.

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

The Native Water Credit Purchase Agreement between the Town of Firestone and Barry P.W. Cooper and Sandra G. Cooper is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Agreement on behalf of the Town.

PASSED AND ADOPTED this 21st day of January, 2026.

TOWN OF FIRESTONE, COLORADO

____

Don Conyac Jr, Mayor

ATTEST:

____
Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

____
Marshall Keith Martin, Town Attorney

NATIVE WATER CREDIT PURCHASE AGREEMENT

This Native Water Credit Purchase Agreement ("Agreement"), made and entered into this ___ day of 12/9/2025 ____________________, 20__ ("Effective Date"), by and between the Town of Firestone acting by and through its Water Activity Enterprise ("Firestone") and Barry P.W. Cooper & Sandra G. Cooper whose address is 6960 Baseline Rd, Boulder, CO 80303 ("Buyer");

RECITALS

WHEREAS, the Firestone Municipal Code ("Code") requires land developers to agree to dedicate a certain amount of "water rights" and/or "shares" before annexing new land into Firestone; and

WHEREAS, pursuant to the Code, a land developer must actually dedicate "water rights" and/or "shares" in payment of water connection charges and before recording a subdivision plat and/or receiving a building permit; and

WHEREAS, Buyer is a land use applicant who has agreed to dedicate "water rights" and/or "shares" to Firestone pursuant to Firestone Municipal Code 1.08.050 and 13.08.010per Ordinance 983 dated October 28, 2020 ("Firestone Municipal Code"), and must actually dedicate those "water rights" and/or "shares" prior to recording a final subdivision plat or receiving a building permit; and

WHEREAS, Buyer is the owner of certain lands within the Town of Firestone, as more fully described and depicted on Exhibit 1 (the "Property"), which Buyer is seeking to develop; and

WHEREAS, Buyer has need for additional "water rights" and/or "shares" to fulfill Buyer's water dedication requirements for the planned development on the Property; and

WHEREAS, Firestone owns certain water rights, which it has offered to Buyer in the form of Native Water Credits to assist Buyer in achieving Buyer's water dedication requirements pursuant to the Code; and

WHEREAS, Buyer is interested in purchasing the Native Water Credits from Firestone as set forth in this Agreement; and

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual agreement, and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged by both Parties, the Parties agree as follows:

1. Recitals. The foregoing Recitals are incorporated herein as if fully set forth.

2. Native Water Credits. A "Native Water Credit" shall be equivalent to one acre-foot of water as needed for Buyer's water dedication requirements pursuant to the code. The Native Water Credits are derived from water rights which are currently owned by Firestone. The Native Water Credits shall be used solely for Buyer's water dedication requirements as described herein and shall not survive termination of this Agreement by either party.

3. Purchase Price. Buyer agrees to pay the Purchase Price of $75,000.00 for up to 1 Native Water Credits purchased. The Purchase Price is due and payable on the Effective Date of this Agreement.

4. Dedication. The Native Water Credits purchased by Buyer herein shall be deemed automatically dedicated to Firestone, at the execution of this Agreement, to fulfill the water dedication requirement necessary for Buyer to obtain a final plat for the Property.

5. No Assignment. This Agreement shall not be assigned by Buyer without written approval from Firestone. The Native Water Credits described herein are non-transferable and may only be assigned due to a sale or conveyance of the Property by Buyer. If unforeseen circumstances occur that result in Buyer needing less than all of the Native Water Credits acquired by this Agreement for the final plat of the Property, Buyer hereby agrees that the Native Water Credits shall automatically void upon recordation of a final plat for the Property. If any Native Water Credits are voided due to recordation of final plat of the Property, Firestone shall remit the equivalent of the Purchase Price for each Native Water Credit voided to Buyer.

6. No Third Party Beneficiary Status. Nothing in this Agreement shall be construed as assigning all or any portion of any agreement in which Firestone is a party nor any of the benefits derived therefrom.

7. Entire Agreement. This Agreement represents the complete agreement between the Parties and no oral modification shall be recognized. Any amendment or additions shall be made in writing signed by both parties.

8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns.

10. Jurisdiction and Venue. This Agreement shall be governed and its terms construed under the laws of the State of Colorado and venue shall be in the County of Weld.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first above written

TOWN OF FIRESTONE, acting by and through its Water Activity Enterprise	**BUYER**:____________________
	DocuSigned by: Sandy Cooper E1BED85C080048D... Signed by: Barry P W Cooper BA5565327996460...
By:	By:
	Sandy Cooper Barry P W Cooper
Print:	Print:
Title:	Title:

EXHIBIT 1

Legal Description for both lots.
--According to the surveyor and the Town of Firestone, the new legal descriptions will be.
1. FIR 20464 L24A BLK 6
2. FIR 20465 L25A BLK 6

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AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES

FIRESTONE
COLORADO
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AIM No.: 7.c

Discussion/Action

Meeting Date: January 21, 2026

Initiated By: Julie Pasillas

Department: Water & Community Resources
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AGENDA ITEM

Resolution 26-08: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING A PURCHASE AND SALE AGREEMENT WITH MARK W. SCHELL AND DEBORAH M. SCHELL; AND AUTHORIZING THE FILING OF A WATER COURT APPLICATION FOR CHANGE OF WATER RIGHTS PERTAINING THERETO

RECOMMENDATION

Staff recommends the approval of Resolution 26-08, approving the Purchase and Sale Agreement with Mark W. Schell and Deborah M. Schell for the purchase of 6 shares of the Highland Ditch Company, authorizing the filing of a water court application for the change of water rights, and authorizing the Mayor to execute the agreement on behalf of the Town.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.
Approval with Conditions: The Board moves to approve the Resolution, listing the Board's conditions.
Denial: The Board moves to deny the Resolution.
No Action: The Board provides staff with specific instructions to modify the Resolution and return at a future date.

SUMMARY

The proposed agreement between the Town of Firestone and Mark W. Schell and Deborah M. Schell is for the purchase of six (6) shares of twelve (12) shares of the Highland Ditch Company owned by Mark W. Schell and Deborah M. Schell, and granting a Right of First Refusal on the remaining six (6) shares.

The Town's 2025-2055 Updated Water Action Plan identified the acquisition of additional water supplies as a priority.

FINANCIAL CONSIDERATIONS

The agreement includes a purchase price of $3,900,000.00 for the Highland Ditch Company shares. The Town of Firestone Water Enterprise Fund will pay for the purchase.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved Resolution 20-39, adopting the Town of Firestone 2020-2050 Water Action Plan on March 25, 2020, and Resolution 25-107, adopting the 2025-2055 Water Action Plan Update on October 8, 2025. At several Board of Trustees meetings in 2021, 2022, 2023, 2024, and 2025, Town staff and the Board of Trustees discussed water rights in water retreats/special meetings, open sessions, and executive sessions, developing a strategy for negotiations and instructing negotiators on the acquisition of water rights. The Town's Water Team has been working to implement the 2020-2050 Water Action Plan and 2025-2055 Water Action Plan Update, which identifies the need to acquire additional water supplies and facilities. Previous efforts towards implementing the Water Action Plans are as follows.

- The Town has completed the infrastructure project at Firestone Reservoir No. 1 and completed the purchase of Firestone Reservoir No. 2, which was deliverable in late 2025.
- The Town has successfully purchased Firestone Reservoir No. 3, which will be delivered by the end of 2031.
- The Town has successfully purchased additional water shares of the New Consolidated Lower Boulder Reservoir and Ditch Company, Godding Ditch Company, Rural Ditch Company, New Coal Ridge Ditch Company, and Last Chance Ditch Company.

BOARD STRATEGIC PLAN IMPACT

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

• Organizational Objectives

ATTACHMENTS

1. Res 26-08 Purchase and Sale Water Rights Agreement-Schell
2. Purchase and Sale Agreement-Schell

RESOLUTION NO. 26-08

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING A PURCHASE AND SALE AGREEMENT WITH MARK W. SCHELL AND DEBORAH M. SCHELL; AND AUTHORIZING THE FILING OF A WATER COURT APPLICATION FOR CHANGE OF WATER RIGHTS PERTAINING THERETO

WHEREAS, Mark W. Schell and Deborah M. Schell ("Schell's") desire to convey certain Water Rights which the Town of Firestone ("Town"), acting by and through its Water Activity Enterprise, desires to purchase, subject to the terms and conditions set forth in a Purchase and Sale Agreement; and

WHEREAS, the Town Board of Trustees finds that the purchase the Water Rights from the Schellswill be of benefit to both the Town and the community; and

WHEREAS, the Water Rights are currently decreed for irrigation use and, should the Town close on the Water Rights, it will need to go through the adjudicatory process in the State's Water Court to change the use of the Water Rights from irrigation to municipal use; and

WHEREAS, the Board of Trustees finds it in the best interest of Town of Firestone and its citizens to change the use and seek a decree confirming the change of Water Rights for use in the Town of Firestone's municipal water system, including by lease to other parties, by filing an application ("Application") with the Division One Water Court ("Water Court"); and

WHEREAS, prosecution of the aforementioned Application is consistent with the powers and authority of the Town of Firestone and the furtherance of the public interest.

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

Section 1. The Purchase and Sale Agreement ("Agreement") between the Town of Firestone, acting by and through its Water Activity Enterprise ("Buyer"), and Mark W. Schell and Deborah M. Schell ("Seller") for Water Rights is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Agreement.

Section 2. The Interim Town Manager is authorized to execute and deliver all documents necessary in connection with the closing of the purchase of the Water Rights, and to do all things necessary on behalf of the Town to perform all obligations of the Town under the Agreement, including without limitation the execution and delivery of all documents necessary or required with closing.

Section 3. The Board of Trustees authorizes the filing of a Division One Water Court Application for the change of Water Rights, upon a successful closing.

Section 4. The Interim Town Manger or such person's designated Department

Director is further authorized to do all things necessary and desirable on behalf of the Town to file the Application and prosecute the same to completion, including any final settlement with parties or trial before the Water Court, except that Board of Trustees approval shall be required for any appeal of any final decision of the Water Court.

PASSED AND ADOPTED this 21st day of January, 2025.

TOWN OF FIRESTONE, COLORADO

____
Don Conyac Jr, Mayor

ATTEST:

____
Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

____
Marshall Keith Martin, Town Attorney

PURCHASE AND SALE AGREEMENT

(Water Rights)

This Purchase and Sale Agreement ("Agreement") is entered into this __ day of ________, 2026 ("Effective Date") by and between **Mark W. Schell** and **Deborah M. Schell** ("Seller") and the **Town of Firestone**, acting by and through its Water Activity Enterprise ("Buyer"). Seller and Buyer may be referred to individually as a "Party" or collectively as "Parties."

RECITALS

WHEREAS, Seller owns and wishes to convey certain water rights as described below to Buyer;

WHEREAS, Buyer desires to acquire said water rights pursuant to the terms and conditions contained hereafter;

WHEREAS, the Parties acknowledge that Seller may, in the future, wish to convey certain remaining water rights not transferred under this Agreement; and

WHEREAS, Buyer desires to obtain from Seller and Seller wishes to grant to Buyer a right of first refusal to purchase certain remaining water rights pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, the Parties hereby agree as follows:

1. Description of Water Rights. Seller is the owner of twelve and twenty-five hundredths (12.25) Shares of the Highland Ditch Company, represented by Share Certificate No. 5206. The water rights represented by the Highland Shares have been historically used on the property located at 4886 Highway 66 in Weld County, Colorado (the "Property"). Seller wishes to sell the water rights represented by six (6) of these shares to the Buyer (the "Highland Shares"). Seller wishes to grant Buyer a right of first refusal with respect to the water rights represented by the remaining six and twenty-five hundredths (6.25) shares (the "Remaining Shares").

2. Historical Use & Transfer. As further consideration, Seller, or Seller's Agent, agrees to provide Buyer any and all affidavits, prior to the time of closing specified in Paragraph 12, stating the manner in which the Highland Shares have been used by Seller, identifying which acreage has been historically irrigated with the Highland shares, the method of irrigation and what crops have historically been irrigated on the acreage with the Highland Shares. Seller agrees to cooperate and participate in good faith with any request made by Buyer to Seller concerning any change in the use approval process of the Highland Ditch Company or any related subsequent court proceedings as may be required to change the use of the shares.

3. Purchase Price. The Purchase Price for the six (6) Highland Shares shall be Three Million, Nine Hundred Thousand Dollars ($3,900,000.00) or Six Hundred Fifty Thousand per share ($650,000.00/share).

4. Right of First Refusal.

   4.1. Grant of Right of First Refusal. Seller does hereby grant unto Buyer an exclusive and continuing right of first refusal to purchase, upon the terms and conditions hereinafter set forth, Sellers remaining six and twenty-five hundredths (6.25) shares in the Highland Ditch Company (the "Right of First Refusal").

   4.2. Exercise of Right of First Refusal. If Seller receives a bona fide written offer from an unrelated third party to purchase the Remaining Shares that Seller intends to accept, Seller shall provide to Buyer written notice of the offer no later than seven (7) days after receiving the offer. The Buyer will have sixty (60) days from the date of Seller's Offer Notice (the "ROFR Deadline") during which to exercise its rights to purchase the remaining shares or to waive that right. If Buyer elects to exercise its right of first refusal, it shall notify Seller of such election in writing within such 60-day period, and with such notice shall provide a purchase contract to Seller which incorporates the same price for the Remaining Shares as offer received by Seller. Any purchase by Buyer shall include sufficient dry-up for the Remaining Shares as a material term of the purchase contract. If Buyer fails to elect its right of first refusal by the ROFR deadline, Seller shall proceed to sell the remaining shares according to the terms in the Notice, and upon such closing, Buyer's right of first refusal shall terminate.

5. Earnest Money. Within 5 business days from the date that Buyer executes this Agreement ("Effective Date"), Buyer shall deliver and deposit with Land Title Guarantee Company earnest money payable in sum of One Hundred Thousand Dollars ($100,000.00), which shall become nonrefundable upon completion of the Due Diligence Period as defined in Paragraph 8 of this Agreement. The Earnest Money shall be applied as a credit to the Purchase Price at closing.

6. Dry Up Covenants. Seller shall provide Buyer, at least 10 days before the Closing Date, an executed dry-up covenant in the form acceptable to Buyer, for the lands historically irrigated by the Water Rights. The Seller shall provide in the dry-up covenant a permanent restriction of irrigation on half of the historically irrigated acres served by the 12.25 Highland Shares, which shall be no less than 100 acres of the Property, with the specific acreage to be identified by legal description and depicted on an exhibit attached to the dry-up covenant, all located in the East ½ of Section 26, Township 3N, Range 68W. Seller warrants that any and all liens or encumbrances on Property are subordinate to the provided dry-up covenant and Seller shall be

responsible for acquiring all necessary agreements to ensure any liens or encumbrances are subordinate to the dry-up covenant. Seller shall be responsible for any revegetation of the Property historically irrigated by the Water Rights.

7. Warranty and Title. Seller warrants that the title to the water rights represented by the Highland Shares will be conveyed free and clear of all liens, encumbrances, assessments, and leases of any kind. Seller agrees to warrant and forever defend the Buyer against all and every person claiming any interest in the Highland Shares by and through Seller. This warranty shall survive the closing of the transaction specified in Paragraph 12 and continue in full force and effect subsequent to such closing. Subject to payment as above provided, and in compliance with the other terms and conditions by Buyer, Seller shall execute and deliver a Special Warranty Deed for the Highland Shares to Buyer at the date of closing. If the title to the Highland Shares is not merchantable and notice of the defect(s) is given by Buyer or Buyer's agent to Seller or Seller's agent on or before closing and such title shall not be rendered merchantable within 30 days of such notice, then this Agreement, at Buyer's option, shall be void and of no effect and each Party shall be released from all obligations hereunder.

8. Due Diligence. Buyer shall have 60 days following the Effective Date of this Agreement ("Due Diligence Period") to terminate this Agreement if Buyer is dissatisfied with the Highland Shares to be acquired hereunder for any reason. It shall be conclusively presumed that Buyer is satisfied with the Highland Shares if Buyer fails to send written notice to Seller to the contrary on or before the expiration of the Due Diligence Period. If Buyer sends notice of its dissatisfaction with the Highland Shares, Seller shall have 10 days following actual receipt of such notice of dissatisfaction to either (1) give notice that Seller elects to cure some or all of the issues described in the notice, or (2) give notice that Seller elects not to cure such issues. If Seller elects not to cure all such issues Buyer shall have as its exclusive remedies, the right to terminate this Agreement or to waive any issues the Seller has elected not to cure.

9. Assessments. All assessments levied by the Highland Ditch Company for the year 2025 shall be prorated up to the date of closing of the transaction specified in Paragraph 12 and be paid by Seller, along with outstanding assessments from years prior to 2025, if any. The prorated assessment after closing of the transaction specified in Paragraph 12 for the year 2025 and for the year 2026 and future years shall be paid by the Buyer.

10. Transfer and Escrow Fees. Any fees by Highland Ditch Company to complete the transfer of the Highland Shares shall be paid by the Buyer. Buyer shall pay escrow fees to Land Title Guarantee Company.

11. Delivery of the Stock Certificate. Possession of the original certificate evidencing ownership of the Highland Shares shall be delivered to the Buyer at the time of closing together with

properly executed assignments, Special Warranty Deed and any and all other documents necessary to effectuate the transfer of the Highland Shares from Seller to Buyer.

12. Closing. The closing of the purchase and sale of the Highland Shares will take place within 10 business days after the completion of the Due Diligence Period or such other date as the Parties mutually agree upon. Closing Date may be extended up to 30 days by mutual agreement of the Parties. Payment to seller will be in the form of a cashier's check.

13. Lease Back. If requested by Seller at Closing, Buyer agrees to lease the subject Highland Shares to Seller under a no-cost lease for a period of up to five years. Seller agrees that any use of the Highland Shares shall be consistent with the historical use of the Highland Shares and shall not take any action which would decrease the value of the Highland Shares to Buyer.

14. Default. Time is of the essence herein and if any payment or any other condition thereof is not made, tendered or performed by either Party, then this Agreement, at the option of the Party who is not in default, may be terminated and each Party shall be released from all obligations hereunder.

15. Contingencies; Delivery and Consumptive Use. This Agreement is contingent on a determination by Buyer, in its sole discretion, that there is adequate consumptive use transferable for the agreed price. This Agreement shall be contingent on any diversion structures, storage structures or other devices necessary for the delivery and use of this water being undamaged and in good working condition. Should any of the contingencies herein not be met between the Effective Date and Closing Date, this Agreement may, at the option of the Buyer, be declared null and void and each Party shall be released from all obligations hereunder. In the event that this Agreement is terminated, all Earnest Money paid shall be returned to the Buyer.

16. Costs and Expenses. Each Party shall pay their own consulting, attorney, and brokerage fees and costs incurred as part of this transaction.

17. Notices. All notice and operational communications under this Agreement shall be in writing (including electronic form) except as otherwise provided for in this Agreement. All such notices and communications shall be deemed to have been duly given on the date of service, if delivered and served personally, or served via e-mail on the person to whom notice is given. All notices which are delivered by US Mail shall be addressed to the following address unless otherwise agreed upon by the Parties:

Buyer:
Town of Firestone
Attn: Julie Pasillas
9950 Park Ave.
Firestone, CO 80504

Seller:
Mark Schell
521 CR 40
Berthoud, CO 80513

18. Force Majeure. Neither Party shall be liable or deemed in default for any delay or failure in performance under this Agreement resulting from causes beyond its reasonable control, including but not limited to acts of God, fire, flood, earthquake, explosion, war, terrorism, civil unrest, labor disputes, governmental actions, pandemics, or any other event that makes performance impossible or impracticable. The affected Party shall promptly notify the other Party in writing of the occurrence of such event and shall use commercially reasonable efforts to resume performance as soon as practicable. If such event continues for more than ninety (90) days, either Party may terminate this Agreement upon written notice without liability.

19. Entire Agreement. This agreement represents the complete agreement between the Parties and no oral modification shall be recognized. Any amendment or additions shall be made in writing and signed by both parties.

20. Survival of Closing. The representations, warranties, and indemnities made by the parties to this Agreement and the covenants and agreements to be performed or complied with by respective parties under this Agreement before the Closing Date shall be deemed to be continuing and shall survive the closing.

21. Confidential Terms. Buyer and Seller agree that disclosure of negotiations and the terms of any subsequent agreement to third parties may negatively impact the ability of both parties to complete the proposed transaction. The parties agree it is mutually beneficial that the terms and conditions of an agreement remain confidential and, except as required by law, shall not be disclosed to any person or third party.

22. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, administrators, successors, and assigns.

23. Jurisdiction and Venue. This Agreement shall be governed and its terms construed under the laws of the State of Colorado and venue shall be in the County of Weld.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first above written.

BUYER:
TOWN OF FIRESTONE

By:

Title:

SELLER
MARK W. SCHELL &

DEBORAH M. SCHELL

Mark W. Schell

Mark W. Schell

Deborah M. Schell

Deborah M. Schell

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AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES

FIRESTONE COLORADO
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AIM No.: 7.d

Discussion/Action

Meeting Date: January 21, 2026

Initiated By: Missy Carranco

Department: Town Clerk
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AGENDA ITEM

Resolution 26-09: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACCEPTING SUBMISSION OF RECALL PETITIONS, CALLING FOR A TOWN SPECIAL ELECTION ON APRIL 21, 2026 TO CONSIDER THE RECALL OF TWO CURRENT BOARD OF TRUSTEE MEMBERS; AND SUBMITTING BALLOT QUESTIONS PERTAINING THERETO

RECOMMENDATION

Approval of Resolution 26-09

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 accepts the Town Clerk’s Certificates of Sufficiency for recall petitions filed against two current Trustees and formally calls a Town Special Election to be held on April 21, 2026. The resolution orders the submission of ballot questions to the Town’s electors asking whether each Trustee shall be recalled and, if applicable, to elect successor candidates to serve the remainder of the unexpired terms.

Adoption of the resolution establishes the election date, authorizes the conduct of the election as a mail ballot election in accordance with state law, and directs the Designated Election Official to take all necessary actions to administer the recall election

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

On November 20, 2025, recall petitions were submitted seeking the recall of five elected officials. On December 1, 2025, the Town Clerk issued initial determinations finding four of the five recall petitions sufficient.

Protests to the Town Clerk’s sufficiency determinations were subsequently filed. An administrative protest hearing was held on December 18, 2025, before a hearing officer appointed by the Board of Trustees.

Following the protest hearing, the hearing officer issued a written final determination finding the recall petitions for Trustees Lorna Morton and Raymond Byrd sufficient. Pursuant to state law, the Town Clerk submitted the

Certificates of Sufficiency for those petitions to the Board of Trustees, requiring the Board to order a recall election within the statutory timeframe.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Resolution 26-09 Recall Election 2026

RESOLUTION NO. 26-09

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACCEPTING SUBMISSION OF RECALL PETITIONS, CALLING FOR A TOWN SPECIAL ELECTION ON APRIL 21, 2026 TO CONSIDER THE RECALL OF TWO CURRENT BOARD OF TRUSTEE MEMBERS; AND SUBMITTING BALLOT QUESTIONS PERTAINING THERETO

WHEREAS, the Town of Firestone ("Town"), is a municipal corporation duly organized and operating as a statutory municipality under the Constitution and laws of the State of Colorado; and

WHEREAS, on November 20, 2025, recall petitions seeking the recall of four (4) current Trustees, Frank Jimenez, Sean Doherty, Lorna Morton and Ray Byrd, and the Mayor, Don Conyac Jr., were submitted; and

WHEREAS, on December 1, 2025, the Town Clerk issued initial written determinations that four (4) of the petitions seeking the recall of four (4) current Trustees, Frank Jimenez, Sean Doherty, Lorna Morton and Ray Byrd were sufficient, while the petition seeking the recall of Mayor, Don Conyac Jr., was insufficient; and

WHEREAS, on December 5, 2025, the Town received protests related to the Town Clerk's initial determination of sufficiency for the four (4) recall petitions; and

WHEREAS, on December 18, 2025, the Town held an administrative hearing on protests to the recall of Trustees Sean Doherty, Frank Jimenez, Lorna Morton, and Raymond Byrd. The hearing officer was Karen Goldman, appointed by the Town Board of Trustees ("Board"); and

WHEREAS, based on the protests and the testimony and evidence presented at the protest hearing held on December 18, 2025, the hearing officer issued a written, final determination that the recall petitions for Trustees Morton and Byrd were sufficient as previously determined by the Town Clerk, while the recall petitions for Trustees Doherty and Jimenez were insufficient; and

WHEREAS, the Town Clerk has submitted to the Town Board two (2) petitions seeking the recall of two (2) Trustees, Lorna Morton and Raymond Byrd, and certificates of sufficiency of each such petition; and

WHEREAS, pursuant to C.R.S., § 31-4-503(4)), the Town Board must order and fix a date for the recall elections required by the submission of both petitions to be held not less than thirty nor more than ninety days from the date of their submission to the Town Board by the Town Clerk; and

WHEREAS, C.R.S. §31-4-504(1) provides that an officer subject to recall may resign at any time prior to the recall election and, in such case, "all recall proceedings shall be terminated, and the vacancy caused by such resignation shall be filled as provided by law;" and

WHEREAS, C.R.S. §31-4-504(3)(a) also provides that "[i]f such officer resigns at any time subsequent to the calling of the recall election, the recall election shall be held, notwithstanding such resignation"; and

WHEREAS, the Town Board interprets C.R.S., §§ 31-4-504(1) and 31-4-504(3)(a), working in tandem with one another, to mean that should both Trustees Morton and Byrd resign, the Town Board will fill their vacant seats by election (as opposed to appointment) and will use the recall election date set forth in this Resolution to serve as the date of the special election to fill the vacancies.

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

Section 1. The Town Board hereby accepts the Town Clerk's Certificates of Sufficiency, dated December 1, 2025, certifying the sufficiency of the recall petitions seeking the recall of Trustees Lorna Mortan and Raymond Byrd.

Section 2. Election Call. Pursuant to C.R.S. §31-4-503(4), the Town Board calls for a special election to be held on April 21, 2026, for the purposes set forth in this Resolution. The April 21, 2026 Town special election shall be conducted as a mail ballot election in accordance with all applicable provisions of the Colorado Municipal Election Code, C.R.S. §§ 31-10-101 *et seq*.

Section 3. Questions Submitted. In accordance with C.R.S., §31-4-504(3)(b) the Board of Trustees hereby submits the following ballot questions to the eligible electors of the Town:

Question 1.

SHALL LORNA MORTON BE RECALLED FROM THE OFFICE OF TRUSTEE OF THE TOWN OF FIRESTONE BOARD OF TRUSTEES?

____YES

____NO.

Question 2.

SHALL RAYMOND BYRD BE RECALLED FROM THE OFFICE OF TRUSTEE OF THE TOWN OF FIRESTONE BOARD OF TRUSTEES?

____YES

____NO

Question 3.

CANDIDATES FOR THE POSITION OF TRUSTEE TO SUCCEED THE CURRENT OFFICEHOLDERS SHOULD ONE OR BOTH BE RECALLED OR BECAUSE ONE OR BOTH RESIGNED PRIOR TO THE ELECTION WHO IF ELECTED SHALL SERVE UNTIL THE REMAINDER OF THEIR RESPECTIVE TERMS (NOVEMBER

2028) -- Vote for NOT MORE THAN TWO:

☐ [Replacement Candidate]
☐ [Replacement Candidate]
☐ [Replacement Candidate]

Section 4. Ballot Title Fixed. This Resolution shall serve to set the content for each ballot question set forth herein and the ballot title for each such question shall be the text of the question itself.

Section 5. Designated Election Official. The Town Clerk or such person's designee shall act as the Designated Election Offical ("Election Official") for purposes of the election and the Election Official is directed to take all necessary steps to effectuate the provisions of this Resolution, including without limitation, all compliance actions to place the ballot question and ballot title before the registered electors within the Town.

Section 6. Designation of Precinct. There shall be one (1) precinct for this mail ballot election, the boundaries of which are identical to the boundaries of the Town. The Town designates the Firestone Town Hall, 9950 Park Avenue, Firestone CO 80504, as the mail ballot location for the precinct.

Section 7. The Town Board of Trustees delegates to the Town Clerk or such person's designee the authority and responsibility to appoint judges of election for the April 1, 2014, regular biennial election, and to assure (a) the issuance of appropriate certificates of appointment by the Clerk, (b) filing by such appointees of a form of acceptance of such appointment within seven days of the mailing of the certificate of appointment, and (c) the taking of an oath or affirmation by such election judges before votes are counted in the form required by C.R.S. Section 31-10-407.

Section 8. Pursuant to C.R.S. Section 31-10-408, each election judge shall receive for their service the amount of ten dollars ($10) for each hour of service

Section 9. Conduct of Election. The Designated Election Official is authorized to correct typographical errors and omissions. The Designated Election Official and Town Attorney are hereby authorized and directed to take all necessary and appropriate action to effectuate the provisions of this Resolution including all reasonable and necessary action to cause such approved ballot issues to be printed and placed on the ballot for the election

Section 10. Actions by Town Officers and Employees. Any and all actions previously taken by the Election Official or any other Town officer or employee in furtherance of the directions and authorizations of this Resolution are hereby ratified and confirmed.

PASSED AND ADOPTED this __ day of ____________, 2026.

TOWN OF FIRESTONE, COLORADO

____
Don Conyac Jr., Mayor

ATTEST:

____
Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

____
Marshall Keith Martin, Town Attorney

Payroll Board Report - November

Pay Dates: 11/01/2025-11/30/2025

TOWN OF FIRESTONE (6207725)

Total

# of EE's - 136 / # of Statements - 265

Pay Type	Hrs	Amt
BERVMNT	9.00	$483.93
Bonus		
CALLOUT	14.00	$594.01
CMP		
CMPTMOFF	22.13	$628.98
CPS		$300.00
CPTO	80.00	$6,400.01
ELR		$796.55
EPL	303.90	$14,476.81
FLHOL	133.00	$7,284.59
FTOPAY	22.00	$1,322.74
GIFTCARD		
GTL		$2,266.91
HOLTMOFF	917.25	$44,353.24
HOLWK	164.50	$13,641.01
JURYDUTY		
MCP		
OT	355.00	$25,986.05
PDADL		
PDG	47.00	$3,717.71
PDS		
PDSS		
PSS	15.00	$1,125.00
PTO	3030.63	$165,313.67
RETROPAY		$1,098.50
Regular	11192.75	$463,559.79
STANDBY		
Salary		$327,486.19
TPA		
UNPAIDLVE	33.05	
VOLTMOFF	8.00	$223.17
Totals:	16347.21	$1,081,058.86

Deductions	EE Amt	ER Amt
ACCINS	$1,051.13	
BASICLIFE		$2,497.94
CIC		
CIE	$822.80	
CIS	$428.75	
Dental		$11,219.74
EQP	$1,218.26	
FPPA	$34,773.47	$30,426.92
FPPA457	$2,424.82	
FPPA457Roth	$1,300.00	
FPPADD		$10,613.88
FSA Medical	$3,982.40	
FSALIMITED	$453.00	
FSDEPCARE	$3,156.64	
GARN	$1,278.36	
HOSPINS	$1,403.34	
HSA	$2,756.34	
HSA ER Contribut		$4,850.00
HSA Pre Tax Fami	$18,429.20	
LTD		$2,285.70
MBH		
MBHSA		$57,720.24
MCHSA	$9,654.62	$70,799.18
MOAP	$8,920.43	$50,548.14
MS401a	$150.00	
MS457B	$250.00	$7,928.76
MSROTH	$100.00	
NLLE	$314.77	
NLLP	$269.84	
PERA	$62,214.19	$104,821.58
PERA - ROTH	$1,560.08	
PERA401K	$3,035.20	
PERA401KROTH	$500.00	
PERA457	$2,698.82	
PERALFINS	$77.50	
PYREIMB		
SS3		
STD		$2,909.69
VOLLFINSC	$68.80	
VOLLFINSE	$1,677.14	
VOLLFINSS	$443.30	
Vision		$2,064.15
Totals:	$165,413.20	$358,685.92

Taxes	Amt
FIT	$107,921.36
FICA	
Additional Medi	$653.72
MEDI	$15,081.75
SIT:CO	$41,242.00
(3P) FIT	
(3P) MEDI	
(3P) SIT:CO	
Totals:	$164,898.83
FICA	
MEDI	$15,081.75
SUTA_SC:CO	
Colorado Suppor	
SUTA:CO	$71.94
ER Totals:	$15,153.69
All Totals:	$180,052.52

Net Pay	Amt
Direct Deposit	$748,479.92
Check	
Cash	
Totals:	$748,479.92

Name	Total Paid
Total 120 WATER AUDIT INC:	20,813.90
Total 4 RIVERS EQUIPMENT LLC:	415.81
Total ABS CONCRETE INC:	6,300.00
Total ACCESS/ADAMS DATA MANAGEMENT LLC:	542.75
Total ADAMSON POLICE PRODUCTS:	5,298.55
Total Adiona Transportation Solutions LLC:	37,941.50
Total AIRGAS INC:	252.24
Total ALAN PLUMMER AND ASSOCIATES INC:	81,955.60
Total AMAZON CAPITAL SERVICES:	3,249.50
Total AMERICAN CONSERVATION & BILLING SOLUTION:	9,253.31
Total Amilia Technologies USA Inc:	365.62
Total A-ONE CHIPSEAL:	11,106.72
Total Arrakeen Resource LTD CO:	5,920.00
Total AUSMUS LAW FIRM P.C.:	1,200.00
Total AWP Inc:	5,698.50
Total B K TIRE INC:	2,787.90
Total Barco Products LLC:	6,188.59
Total BEACON COMMUNICATIONS LLC:	18,202.68
Total Black Hills Energy:	2,086.74
Total Blades Group LLC:	1,426.00
Total BLU SKY TOWING:	279.78
Total BOHANNAN HUSTON INC:	640.00
Total Brothers Redevelopment Inc:	10,831.83
Total CARBON VALLEY RECREATION DISTRICT-FURA:	288.55
Total CARROT-TOP INDUSTRIES INC:	913.91
Total CDW LLC:	14,977.12
Total CELEGANS LABS INC:	13,184.17
Total CENTRAL WELD COUNTY WATER DISTRICT:	37.12
Total CENTRAL WELD COUNTY WATER DISTRICT-TREA:	156,735.47
Total CENTURY LINK:	1,142.80
Total CHASE PAYMENTNET:	100,800.28
Total CHECK-IT CODE CONSULTING LLC:	17,274.00
Total CIGNA HEALTH & LIFE INSURANCE CO:	196,787.53
Total CINTAS FIRST AID & SAFETY:	1,364.98
Total CIRSA:	10,190.05
Total CIVIC PLUS INC:	1,841.22
Total COLORADO BARRICADE CO:	612.00
Total COLORADO CIVIL GROUP INC:	22,186.00
Total Colorado Department of Revenue:	1,278.36

Name	Total Paid
Total COLORADO DEPT OF PUBLIC HEALTH & ENVIRON:	1,053.00
Total COLORADO MATERIALS INC:	188.70
Total CORE & MAIN LP:	2,278.92
Total DataShield Corporation:	51.75
Total Dataworks Plus LLC:	10,896.92
Total DELTA DENTAL OF COLORADO INC:	11,153.91
Total DITESCO LLC:	33,292.50
Total ECONOLITE CONTROL PRODUCTS INC:	29,127.55
Total ELEVATED CLOUD SERVICES LLC:	12,301.75
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	1,248.59
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	91,246.25
Total E-Z EXCAVATING INC:	1,542.36
Total FACTORY MOTOR PARTS CO:	741.62
Total FASTENAL COMPANY:	24.76
Total FIRST AMERICAN TITLE CO:	186.22
Total FLEXX PRODUCTIONS LLC:	615.46
Total Flock Group Inc:	15,000.00
Total FREDERICK-FIRESTONE FIRE-FURA:	1,045.46
Total FRONT RANGE COMMUNITY COLLEGE:	21,953.06
Total FRONTIER BUSINESS PRODUCTS:	2,802.40
Total Frost Solutions LLC:	6,000.00
Total Funflicks of Colorado:	3,100.00
Total FUZION FIELD SERVICES LLC:	9,607.03
Total G & G EQUIPMENT INC:	343.40
Total Gen Digital Inc:	527.52
Total GRAVES CONSULTING LLC:	2,500.00
Total GREEN GIRL RECYCLING SERVICES:	207.00
Total GREEN MILL SPORTSMAN'S CLUB INC:	300.00
Total HARDLINE EQUIPMENT LLC:	3,950.76
Total HERITAGE TITLE - TUFTS:	33.12
Total High Plains Library District - FURA:	213.95
Total Highland Ditch Company:	1,200.00
Total HYDRANT METER REFUNDS:	3,569.39
Total HYDRO RESOURCES ROCKY MTN Inc:	23,750.00
Total INTELLICHOICE INC:	512.42
Total INTERSTATE BATTERY OF THE ROCKIES:	155.95
Total INTERSTATE FORD:	365.56
Total J & A TRAFFIC PRODUCTS LLC:	7,974.75
Total JAIME BROWER PSYCHOLOGICAL SERVICES:	1,050.00

Name	Total Paid
Total JK Wash Enterprises LLC:	572.75
Total JONES, STEPHEN:	1,500.00
Total J-U-B Engineers Inc:	5,803.20
Total KG CLEAN INC:	6,762.00
Total KINSCO LLC:	3,032.00
Total Kronos SaaShr Inc:	2,780.07
Total LAND TITLE-DENVER-2:	38.75
Total LANGUAGELINE SOLUTIONS:	28.84
Total LAST CHANCE DITCH COMPANY:	1,138.50
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	36,836.20
Total LAYNE CHRISTENSEN COMPANY:	7,150.00
Total LEADSONLINE LLC:	3,199.00
Total LENNAR COLORADO:	49.06
Total LEONARD RICE ENGINEERS INC:	35,410.84
Total Liliana Mercado:	220.00
Total LINX Multimedia LLLP:	37,516.00
Total LITTLE THOMPSON WATER DISTRICT:	681.03
Total Longmont Digital Printing:	1,648.24
Total LONGMONT HUMANE SOCIETY:	6,274.75
Total LYONS GADDIS:	35,000.00
Total MAC EQUIPMENT INC LONGMONT:	1,753.32
Total MAIN STREET MAT COMPANY INC:	1,144.62
Total MCGEE COMPANY:	400.28
Total MCGRANE WATER ENGINEERING LLC:	21,320.00
Total MEDICINE FOR BUSINESS INDUSTRY:	59.00
Total Merlos Party Rentals LLC:	800.00
Total Mike Maroone Chevrolet GMC Longmont:	2,414.35
Total Minuteman Press Boulder:	476.23
Total MISC VENDOR:	52.00
Total MOUNTAIN STATES LIGHTING LLC:	850.00
Total MTECH MECHANICAL TECHNOLOGIES GROUP:	7,418.00
Total MUTUAL OF OMAHA INSURANCE CO:	13,242.54
Total Next Phase Engineering LLC:	1,995.00
Total Norris Design Inc:	30,119.42
Total Northern Colorado Water Cons Dist - FURA:	67.32
Total O.J. WATSON COMPANY INC:	7,701.40
Total ODP BUSINESS SOLUTIONS LLC:	190.81
Total O'REILLY AUTO PARTS:	1,276.61
Total ORKIN PEST CONTROL INC:	693.34

Name	Total Paid
Total PCS MOBILE:	4,346.43
Total PINNACOL ASSURANCE:	20,048.00
Total Points Consulting LLC:	8,907.00
Total POTABLE DIVERS INC:	3,000.00
Total PRAIRIE MOUNTAIN PUBLISHING:	507.14
Total PUREWATER DYNAMICS INC:	1,154.99
Total QUADIENT LEASING USA INC:	1,000.00
Total RAMEY ENVIRONMENTAL COMPLIANCE INC:	121.34
Total RED WING SHOE STORE:	295.23
Total REXEL USA INC:	373.39
Total RICHMOND AMERICAN HOMES:	779.52
Total ROCKY MOUNTAIN RESERVE LLC:	446.75
Total SAFETY AND CONSTRUCTION SUPPLY/TOOL ZONE:	78.90
Total SGR LLC:	2,500.00
Total ST VRAIN & LEFT HAND WATER CONSERVANCY:	54.42
Total ST VRAIN LAKES METRO DISTRICT #2 - FURA:	2,495.16
Total St Vrain Sanitation District - FURA:	1,194.04
Total ST VRAIN VALLEY SCHOOL DIST RE-1J:	980.92
Total ST VRAIN WATER AUTHORITY:	90,999.31
Total STEVE BALCEROVICH:	2,500.00
Total Suter Media Relations:	2,500.00
Total The Aristocrat Studio:	1,000.00
Total The Kevin Braney Group LLC:	1,925.00
Total TIMBER LINE ELECTRIC & CONTROL CORP:	1,767.50
Total TIMBERLAN INC:	53,000.00
Total TIMECLOCK PLUS LLC:	3,514.00
Total TLTC DISTRIBUTING LLC:	379.10
Total Toilet Rebates:	225.00
Total TSG Del Camino LLC:	126,725.83
Total UMB BANK NA:	2,500.00
Total UME CUSTOM EMBROIDERY:	2,419.79
Total UNIVERSITY AUTO PARTS INC:	1,674.56
Total UTILITY NOTIFICATION CENTER OF COLORADO:	490.29
Total UTILITY REFUNDS -1:	245.94
Total VANGUARD REAL ESTATE SOLUTIONS LLC:	1,300.00
Total VELOCITY POWER LLC:	4,519.20
Total Verizon Connect NWF INC:	1,030.07
Total VERMEER SALES AND SERVICE OF C INC:	388.34
Total VIA MOBILITY SERVICES:	11,143.50

Name	Total Paid
Total VISION SERVICE PLAN - VSP:	2,025.30
Total WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ:	174.00
Total WAGNER EQUIPMENT CO.:	2,646.78
Total WAGNER WELDING SUPPLY CO.:	9.61
Total WELD COUNTY ACCOUNTING DEPT-FURA:	536.92
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	1,858.50
Total WELD COUNTY PUBLIC WORKS DEPT:	25,000.00
Total WESTWATER RESEARCH LLC:	10,000.00
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	664.94
Total Widner Juran LLP:	27,251.40
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	4,855.05
Total ZOOM VIDEO COMMUNICATIONS:	159.90
Grand Totals:	1,785,811.64

Name	Total Paid
MISC VENDOR	
Total Bornschein Electric:	52.00
Grand Totals:	52.00

Payroll Board Report - December

Pay Dates: 12/01/2025-12/31/2025

TOWN OF FIRESTONE (6207725)

Total

# of EE's - 134 / # of Statements - 263

Pay Type	Hrs	Amt
BERVMNT		
Bonus		$1,750.00
CALLOUT	2.00	$107.54
CMP		
CMPTMOFF	8.00	$248.72
CPS		$275.00
CPTO	114.00	$5,296.14
EIB	59.94	$2,564.61
ELR		$822.49
EPL	137.22	$7,657.54
FLHOL	237.84	$10,179.96
FTOPAY	31.00	$1,677.95
GIFTCARD		
GTL		$2,128.78
HOLTMOFF	2010.60	$94,131.02
HOLWK	160.50	$13,285.40
JURYDUTY		
MCP		
OT	277.25	$20,382.29
PDADL		
PDG	25.00	$2,004.15
PDS		
PDSS		
PSS	20.00	$1,380.25
PTO	2409.77	$115,425.32
RETROPAY		$536.22
Regular	11085.56	$461,087.59
STANDBY	16.00	$546.61
Salary	10.74	$282,819.02
TPA		$12,017.44
UNPAIDLVE	12.48	
VOLTMOFF	7.00	$194.89
Totals:	16624.90	$1,024,501.49
Totals (3P):	0.00	$12,017.44

Deductions	EE Amt	ER Amt
ACCINS	$1,023.52	
BASICLIFE		$2,436.96
CIC		
CIE	$793.95	
CIS	$405.20	
Dental		$11,011.61
EQP	$1,248.26	
FPPA	$35,779.69	$31,307.36
FPPA457	$2,400.62	
FPPA457Roth	$1,300.00	
FPPADD		$10,932.54
FSA Medical	$3,774.06	
FSALIMITED	$453.00	
FSDEPCARE	$3,156.64	
GARN		
HOSPINS	$1,328.32	
HSA	$2,756.18	
HSA ER Contribut		$4,849.92
HSA Pre Tax Fami	$18,366.62	
LTD		$2,258.46
MBH		
MBHSA		$56,397.23
MCHSA	$9,654.62	$70,799.18
MOAP	$8,536.20	$48,370.80
MS401a	$150.00	
MS457B	$250.00	$2,944.35
MSROTH	$100.00	
NLLE	$292.30	
NLLP	$269.84	
PERA	$60,613.07	$100,650.03
PERA - ROTH	$1,560.08	
PERA401K	$3,035.20	
PERA401KROTH	$500.00	
PERA457	$2,798.82	
PERALFINS	$77.50	
PYREIMB		
SS3	$174.27	
STD		$2,879.72
VOLLFINSC	$68.80	
VOLLFINSE	$1,642.19	
VOLLFINSS	$443.30	
Vision		$2,027.94
Totals:	$162,952.25	$346,866.10

Taxes	Amt
FIT	$93,747.21
FICA	
Additional Medi	$234.38
MEDI	$14,199.94
SIT:CO	$38,809.00
(3P) FIT	
(3P) MEDI	$174.27
(3P) SIT:CO	
EE Totals:	$146,990.53
FICA	
MEDI	$14,374.21
SUTA:CO	$76.37
ER Totals:	$14,450.58
All Totals:	$161,441.11

Net Pay	Amt
Direct Deposit	$712,604.20
Check	
Cash	
Totals:	$712,604.20

Name	Total Paid
Total 21st Century Equipment LLC:	1,388.13
Total 24/7 Networks Inc:	3,009.34
Total 4 RIVERS EQUIPMENT LLC:	926.06
Total ACCESS/ADAMS DATA MANAGEMENT LLC:	366.12
Total ADAMSON POLICE PRODUCTS:	117.71
Total AIRGAS INC:	167.32
Total ALAN PLUMMER AND ASSOCIATES INC:	103,795.51
Total AMAZON CAPITAL SERVICES:	4,736.08
Total AMERICAN CONSERVATION & BILLING SOLUTION:	400.00
Total Amilia Technologies USA Inc:	326.41
Total Argis Solutions Inc:	1,805.00
Total AUSMUS LAW FIRM PC:	1,200.00
Total B K TIRE INC:	2,681.70
Total Black Hills Energy:	3,060.88
Total BLU SKY TOWING:	279.78
Total BOBCAT OF THE ROCKIES:	28,942.00
Total BOHANNAN HUSTON INC:	720.00
Total BUCKEY INTERNATIONAL INC:	1,162.50
Total BUTLER SNOW LLP:	4,032.00
Total CDW LLC:	9,056.20
Total CELEGANS LABS INC:	12,271.54
Total CENTRAL WELD COUNTY WATER DISTRICT:	37.12
Total CHALLENGE ENTERTAINMENT ENTERPRISES:	275.00
Total CHASE PAYMENTNET:	106,733.45
Total CHECK-IT CODE CONSULTING LLC:	5,952.34
Total CHICAGO TITLE (TUFTS):	38.01
Total CIGNA HEALTH & LIFE INSURANCE CO:	195,039.50
Total CINTAS FIRST AID & SAFETY:	904.33
Total CIRSA:	601.83
Total CIVIC PLUS INC:	179.16
Total COLORADO BARRICADE CO:	64.00
Total COLORADO CIVIL GROUP INC:	20,300.51
Total COLORADO COMMUNICATIONS & UTILITY ALLIAN:	1,100.00
Total COLORADO MUNICIPAL LEAGUE:	2,163.00
Total CONTECH ENGINEERED SOLUTIONS INC:	524.40
Total CORE & MAIN LP:	1,522.73
Total DataShield Corporation:	155.25
Total DBC IRRIGATION SUPPLY:	1,182.93
Total DELTA DENTAL OF COLORADO INC:	10,906.25

Name	Total Paid
Total ECONOLITE CONTROL PRODUCTS INC:	6,333.52
Total ELECTIONLAND:	17,137.56
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	4,605.19
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	47,209.48
Total ENVIROTECH SERVICES INC.:	7,114.49
Total EV Studio LLC:	2,400.00
Total E-Z EXCAVATING INC:	86,786.36
Total FACTORY MOTOR PARTS CO:	159.00
Total FASTENAL COMPANY:	891.18
Total FIDELITY NATIONAL TITLE-LONGMONT:	3.18
Total FILEONQ INC:	8,652.00
Total FIRST AMERICAN TITLE CO:	98.52
Total FRONT RANGE COMPLIANCE SERVICE LLC:	2,664.75
Total FRONTIER BUSINESS PRODUCTS:	270.62
Total FUZION FIELD SERVICES LLC:	1,659.98
Total G & G EQUIPMENT INC:	413.90
Total Gen Digital Inc:	527.52
Total GOLF & SPORT SOLUTIONS:	3,794.49
Total GRAINGER:	103.44
Total GREEN GIRL RECYCLING SERVICES:	207.00
Total GROUND ENGINEERING CONSULTANTS INC:	750.00
Total INTERSTATE BATTERY OF THE ROCKIES:	1,296.73
Total INTERSTATE FORD:	93.20
Total IWORQ SYSTEMS INC:	8,300.00
Total J & A TRAFFIC PRODUCTS LLC:	1,277.00
Total JAIME BROWER PSYCHOLOGICAL SERVICES:	900.00
Total JK Wash Enterprises LLC:	1,053.50
Total J-U-B Engineers Inc:	7,344.20
Total Kimley-Horn and Associates Inc:	8,695.50
Total KINSCO LLC:	636.00
Total KMML Consulting LLC:	2,538.80
Total Kronos SaaShr Inc:	2,777.14
Total L G EVERIST INC:	21,974.20
Total LAND TITLE-DENVER-2:	141.88
Total LANGUAGELINE SOLUTIONS:	62.78
Total LAST CHANCE DITCH COMPANY:	2,097.00
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	24,661.00
Total LEONARD RICE ENGINEERS INC:	41,655.17
Total LEXIPOL LLC:	996.00

Name	Total Paid
Total Liliana Mercado:	220.00
Total LINX Multimedia LLLP:	3,383.15
Total LITTLE THOMPSON WATER DISTRICT:	671,513.82
Total LONGMONT HUMANE SOCIETY:	6,274.75
Total Loveland Ready Mix Concrete Inc:	4,320.00
Total Lumin8 Transportation Technologies LLC:	174,124.07
Total MAC EQUIPMENT INC LONGMONT:	2,179.13
Total MAIN STREET MAT COMPANY INC:	762.76
Total MCCI LLC:	21,685.26
Total MCGRANE WATER ENGINEERING LLC:	16,808.40
Total MEDICINE FOR BUSINESS INDUSTRY:	59.00
Total Mike Maroone Chevrolet GMC Longmont:	1,286.85
Total Minuteman Press Boulder:	279.25
Total Miracle Playsystems:	62.88
Total MISC VENDOR:	412.52
Total MTECH MECHANICAL TECHNOLOGIES GROUP:	5,681.50
Total MUTUAL OF OMAHA INSURANCE CO:	14,775.94
Total NEACTC-Con:	50.00
Total Next Phase Engineering LLC:	2,100.00
Total Norris Design Inc:	17,049.49
Total O.J. WATSON COMPANY INC:	2,531.15
Total ODP BUSINESS SOLUTIONS LLC:	68.68
Total O'REILLY AUTO PARTS:	962.95
Total ORKIN PEST CONTROL INC:	545.99
Total PCN Strategies Inc:	8,750.00
Total Playground Guardian LLC:	1,700.00
Total POCKET PRESS LLC:	503.09
Total Points Consulting LLC:	7,803.50
Total PUREWATER DYNAMICS INC:	916.12
Total RAMEY ENVIRONMENTAL COMPLIANCE INC:	121.34
Total Red Flag Reporting:	750.00
Total RED WING SHOE STORE:	303.73
Total Resa Hamilton:	62.00
Total RESTITUTION / COURT REFUNDS:	2,176.17
Total REXEL USA INC:	2,625.00
Total RICHMOND AMERICAN HOMES:	48.94
Total ROAD SAFE TRAFFIC SYSTEMS:	487.00
Total ROCKY MOUNTAIN RESERVE LLC:	542.00
Total RVi Planning +Landscape Architecture Inc:	19,133.00

Name	Total Paid
Total Short-Elliott-Hendrickson Inc:	40,607.77
Total Statewide Internet Portal Authority:	2,105.60
Total STEVE BALCEROVICH:	2,500.00
Total Suter Media Relations:	2,500.00
Total SYMBOL ARTS:	396.50
Total Tier One Networking LLC:	15,314.82
Total TIMBER LINE ELECTRIC & CONTROL CORP:	6,858.50
Total TRIDENT SECURITY SYSTEMS INC:	165.00
Total UME CUSTOM EMBROIDERY:	972.40
Total United Rentals (North America) Inc:	3,386.24
Total UNIVERSITY AUTO PARTS INC:	1,366.99
Total UTILITY NOTIFICATION CENTER OF COLORADO:	476.34
Total UTILITY REFUNDS -1:	3,360.69
Total VALLI INFORMATION SYSTEMS:	3,887.02
Total VANGUARD REAL ESTATE SOLUTIONS LLC:	2,700.70
Total Verizon Connect NWF INC:	1,030.07
Total VIA MOBILITY SERVICES:	8,721.00
Total VISION SERVICE PLAN - VSP:	1,903.14
Total WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ:	59,048.10
Total Watts Hydraulics Acquisition Corporation:	1,048.50
Total WEAR PARTS & EQUIP CO INC:	2,022.66
Total WELD COUNTY CLERK & RECORDER:	34,750.00
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	2,598.50
Total WELD COUNTY INFORMATION TECHNOLOGY:	13,162.34
Total WELD COUNTY REGIONAL COMMUNICATIONS CNTR:	4,476.32
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	289.98
Total WICKHAM TRACTOR CO Inc:	1,602.07
Total Widner Juran LLP:	18,858.70
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	4,735.12
Total ZOOM VIDEO COMMUNICATIONS:	.00
Grand Totals:	2,080,310.87

Name	Total Paid
MISC VENDOR	
Total AMAZING GATES OF COLORADO:	360.52
Total Bornschein Electric:	52.00
Grand Totals:	412.52

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 10.a **Executive Session** **Meeting Date:** January 21, 2026 **Initiated By:** **Department:** Administration

AGENDA ITEM
An executive session pursuant to C.R.S. 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 and to develop strategy accordingly.

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